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CONTRACT BY AND BETWEEN

THE CITY OF CLEVELAND

AND

THE CLEVELAND POLICE PATROLMEN'S ASSOCIATION

(C.P.P.A.)

CIVILIAN BARGAINING UNIT

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 the C.P.P.A., 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.

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:

Bi-Lingual Communication Specialist
Police Radio Dispatchers
Police Safety Aides
Safety Telephone Operator

In the event another classification is added to this bargaining unit, the parties will immediately commence negotiations with respect to wages and other terms and conditions of employment. Should the parties fail to reach agreement on all items, the Voluntary Dispute Settlement Agreement provisions herein provided shall be followed.

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 workforce;

g) Determine the overall mission of the City;

h) Manage the workforce;

i) Require employees to use or refrain from using specified uniforms or other 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.

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.

The City shall have the right to institute competitive initiatives or subcontract services where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service. In the event the City institutes competitive initiatives, or desires to subcontract services, and such would result directly in the layoff of employees, it shall follow the following procedures:

Sixty-five (65) calendar days prior to such 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. 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.

Should employees be subject to layoff as a result of the decision to subcontract, the City will make a good faith effort to assign those employees to vacant positions for which they are qualified or can be trained to become qualified within a reasonable period of time. 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 sixty-five (65) day meet-and-confer period. Any such arbitration will be completed before the City implements its competitive initiative or subcontracts.

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 City employee 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 sole 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 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 ("S.E.R.B."). In the event an unfair labor practice is determined by the S.E.R.B., the City will not subsequently impose discipline except as recommended by S.E.R.B. The City shall not lock out any employees for the duration of the Contract.

ARTICLE 6
NON-DISCRIMINATION

The City and the Union hereby state their commitments, legal and moral, not to discriminate in any manner relating to employment or representation on the basis of race, color, religion, national origin, sex, gender, handicap, disability, age, sexual orientation or any other classification protected by City, state, or federal law.

ARTICLE 7
UNION SECURITY AND CHECK-OFF

a) All non-probationary employees covered by this Contract who voluntarily join the Union shall be required to pay dues in an amount determined by the Union. Employees are not required to join the union as a condition of employment.

b) It shall be the responsibility of the Union to establish the amount of Union dues and to notify all affected employees of the established Union dues. The Union shall notify the City of the amount of the Union Dues and provide the City with signed authorization cards from the affected employees. The Union must provide the City with at least thirty (30) days' advance notice of any change in the Union dues amount or any other voluntary contribution amounts. The City shall deduct this amount from the pay of said employee(s) and remit it to the Union. The Union shall indemnify and save the City harmless from any and all legal actions brought by an employee against the Union, the City, or the Union and the City jointly as the result of the enforcement or required compliance with this Article.

Deductions shall be made during the second pay period of each month, but if an employee's 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 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.

ARTICLE 8
UNION REPRESENTATION

The City recognizes the right of the Union to select stewards in accordance with past practice to represent employees, upon request, on grievances concerning the interpretation or application of this Contract. The Chief Steward for the Union shall be scheduled on a Monday through Friday day shift unless the City and the Union mutually agree to a different arrangement. The Chief Steward 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, union stewards shall be permitted to investigate and process grievances and allegations of misconduct, and attend disciplinary hearings and pre-disciplinary conferences, such activity taking into consideration, and with proper regard for, the Department's operational needs and requirements.

The Chief Steward shall be released from duty without loss of straight time pay or 'benefits to attend one Executive Board and one Directors Meeting per month; Shift Stewards, other than a Steward assigned to the same shift as the chief Steward, shall be released from duty without loss

of straight time pay or benefits to attend one Directors Meeting per month, provided, however, that all such meeting attendance shall take into consideration, and give proper regard to, the Department's operational needs and requirements.

An office with an un-taped phone line will be available for the use of stewards in handling union business.

The Union shall furnish the City with a written list of stewards, indicating the department and 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 President or Chief Steward of the Union or an official representative of the Union.

c) Upon request by the Commander or his or her 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 four (4) 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. Other members of the Committee may attend negotiation sessions on their own time, but no more than two (2) additional members per meeting. The City will make reasonable efforts, consistent with operational requirements, to permit members of the Union Bargaining Committee to meet without loss of straight time pay or benefits to prepare and modify proposals and counterproposals, to consider City proposals and for other similar purposes.

The Chief Steward and/or the Shift Directors and Alternates may communicate with Association Executive Board members while on duty as long as such communication does not disrupt operations.

ARTICLE 9
PROBATIONARY PERIOD

Police Radio Dispatchers (PRD) serve a probationary period of one hundred eighty (180) calendar days. Employees will be eligible to utilize accrued benefits during the second half of this probationary period. Safety Telephone Operators (STO), Police Safety Aides (PSA), and Bi-Lingual Communications Specialists (BCS) shall serve a probationary period of one hundred and twenty (120) calendar days. The probationary period may be extended upon written agreement of the City, Union and affected employee. Discharge of an employee prior to completion of the probationary period shall not be subject to the Grievance Procedure herein contained. Any proficiency testing shall be conducted, to the extent reasonably possible, at a similar time of day and at similar workload levels.

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. Where more than one employee was hired on the same date, seniority shall be established first by test score of those who passed an open competitive civil service examination then by the last four digits of each employee's Social Security Number with the employee with the higher number being deemed the more senior. Job classification seniority would be used where applicable in other provisions of this Contract.

CCS seniority is defined as an employee's combined length of service while employed as a Police Radio Dispatcher, Safety Telephone Operator, or Bi-lingual Communications Specialist. The employee shall receive credit for all time spent on the City's payroll while employed in any of those classifications. Where more than one employee has the same CCS seniority, seniority shall be established first by test score of those who passed an open competitive civil service examination then by random lottery in lieu of such scores. An Association representative shall be present for any such lottery.

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 an emergency or temporary appointee shall be included in calculating his or her job classification, CCS, City employment and unit seniority for all purposes.

If the City exercises its discretion and decides to rehire a former employee who retired from the bargaining unit within twelve (12) months after the employee's retirement date, the employee shall not suffer any loss of benefits that were not paid out upon retirement. The employee's seniority and service credit for all purposes shall continue to increase from the date of departure with no credit for the time from the date of retirement to the date of rehire.

Employees Previously Employed with the Cleveland Division of Police Bureau of Communications. An individual who was previously employed in a classification within the bargaining unit by the Cleveland Division of Police Bureau of Communications and who subsequently applies for re-employment within twelve (12) months of the date he or she left employment with the Division and is re-hired in the position formerly held with the City will be returned to the pay scale step and the amount of seniority accrued when they left employment with the Division if the individual meets all of the following conditions on the date of re-hire from the date he or she left employment with the Division through the date of re-hire:

1) The individual has maintained certification in good standing;

2) The individual has been employed with a governmental law enforcement agency in the same or a substantially similar capacity as determined by the City; and

3) The individual has no restrictions or limitations on the performance of his or her duties that would prevent his or her assignment to the same duties performed on the date of departure from City employment, including for the purposes of step increases after re-hire.

Nothing in this provision requires the City to re-hire any individual formerly employed with the Division or assign a re-hired individual to any specific duties within the job classification upon re-hire.

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, and that employee will be considered to have voluntarily quit. After the third consecutive day, if the employee alleges that he or she called, the tapes upon which any call should appear shall be made available to the Chief Steward.

e) Fails to report for work when recalled as provided in Article 12.

f) 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.

ARTICLE 11
PLATOON, SHIFT AND DUTIES ALLOCATION

Platoon and Shift Bidding. Not less often than in October of each year, all positions on all platoons shall be posted for bid on the basis of seniority within each of the job classifications of Police Radio Dispatcher, Safety Telephone Operator and Bilingual Communications Specialist. Changes shall be effective no later than January 1 of the following year.

Duties Preference. Not less often than annually, coincident with Platoon and Shift Bidding, all Dispatchers who have completed two (2) years of service in the job classification following completion of their probationary period shall declare their preference for working telephones, channels, or both. Dispatchers desiring to change their preference designation during the year may do so only in writing during the last week of each calendar month. The City will make reasonable efforts to satisfy and equalize Dispatchers' preferences, subject to the operational needs of the Bureau of Communications. Overtime worked shall not be counted in assessing whether a Dispatcher's preference has been respected.

Whenever the City maintains that a Dispatcher is not qualified, he or she will be immediately retrained.

The City will continue on a daily basis to track "in-preference" assignments, "out-of-preference" assignments and "both" as part of the City's reasonable efforts to assure that preferences are respected; in this context, "both" refers to situations in which an employee works part of a shift "in-preference" and part of a shift "out-of-preference." The City will continue to provide copies of the tracking spreadsheet on request by the Association.

Transfers. All lateral transfer openings to locations other than the current Bureau of Communications, whether involving new or established positions, shall be declared by management and shall be filled by the most senior qualified, employee within the affected job classification.

Posting. All positions shall be posted for a minimum of fourteen (14) calendar days unless operational need necessitates a shorter posting period but in no case less than seven (7) calendar days.

Channel Assistance. Requests for assistance working on a channel will not be unreasonably denied.

Personal Relationship. The City will honor requests from employees not to be assigned to a position on which he or she would be dispatching to an immediate family member.

ARTICLE 12
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 job classification seniority within their division in the following order:

1) Emergency employees;

2) Temporary employees;

3) 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 ten (10) days' 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.

Chief dispatchers who are "civil service regular" and who are noticed for layoff may elect to return to the position of police dispatcher. The returning employee's seniority shall be as defined by Article 10, Seniority.

ARTICLE 13
LEAVES OF ABSENCE

Funeral Leaves. An employee will be granted a leave of absence with pay to be charged against either his accumulated sick leave with pay or accumulated compensatory time, at the employee's option, 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 (including someone for whom the employee stands in loco parentis), 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) 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, compensatory 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), vacation time or compensatory time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

Military Leave. An employee shall be granted an extended leave of absence without pay for military duty in accordance with law and after discharge shall be restored to employment with the City, upon request, in accordance with law.

Employees who are drafted or who enlist shall be granted a one (1) day leave of absence with pay for the purpose of taking a military physical. Upon return from military leave, an employee will be reinstated at the current applicable rate of his classification in accordance with law and the provisions as set forth herein.

A regular (non-probationary) employee of the City who is temporarily called to active duty, e.g., summer training, shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his total military pay (upon receipt of appropriate vouchers) for a period not to exceed thirty-one (31) days in any calendar year and, further, shall accumulate vacation and sick leave with pay credit during the period of such leave.

Employees on military leave who thereafter return to employment with the City shall receive retirement and longevity credit for all time spent in active military service.

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, the City may grant a leave of absence with or without pay for educational purposes relating to the operations of the City; if unpaid, the employee will be permitted to use accumulated time other than sick time during any such leave.

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. Unused paid sick leave shall accumulate without limitation.

a) Paid sick leave shall be granted only for pregnancy leave, actual sickness or injury, confinement by reason of a contagious sickness, physical examination or evaluation, 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 before 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 qualified medical practitioner shall be provided or presented (with a copy provided thereafter) if requested in circumstances where there is a bona fide concern about the employee's ability to perform his or her regular duties.

   Such certificates must include the 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.

   The validity of qualified medical practitioner certificates are subject to review by the City. 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's 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) An employee who is hurt on the job shall have the option of using paid sick leave or furlough.

g) 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 postpartum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury or pregnancy (including postpartum 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 postpartum 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.

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 on 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. FMLA leave taken will be charged against the employee's FMLA leave balance.

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.

Attendance including attendance-related discipline shall be governed by Article 23 Attendance.

ARTICLE 14
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 sixty (60) 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. For projects of a defined scope and of temporary duration, the City can extend temporary transfers to up to ninety (90) working days. 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:

a) If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate;

b) If the rate of pay for such other classification is higher than his regular rate of pay, he shall receive the higher rate if he works in the other classification for one (1) complete day or more;

c) Upon return from a temporary transfer, employees will return to the V-day classification to which they were assigned before the temporary transfer.

ARTICLE 15
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 33 for the purpose of determining a rate of pay.

ARTICLE 16
SHIFT PREFERENCE

A bargaining unit member may exercise his CCS seniority for the purpose of transferring from one shift and/or location to another shift and/or location when an opening is declared in the employee's job classification. Any such opening will first be offered to employees who bid for the shift and/or location during the previous annual bid, by seniority. If necessary, then any such opening shall be posted for a period of not less than fourteen (14) calendar days unless operational need necessitates a shorter posting period, but in no case less than seven (7) calendar days.

The City shall not be required to declare an opening for newly-hired employees until they have passed their probation. At the conclusion of probation, the City may refuse to declare an opening to be filled by a new employee for bid until the annual bid, based upon operational need, such as when a declaration would create an unacceptable imbalance of new versus veteran employees on a particular shift.

ARTICLE 17
PROMOTIONS

Employees shall be promoted in accordance with the rules and regulations of Civil Service.

ARTICLE 18
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. Except in the most extreme emergency, no employee shall be required to work more than one (1) channel at the same time.

The normal work week for regular full-time employees shall begin at Midnight Sunday and shall end at Midnight the following Sunday.

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. Any employee not properly notified of a change who shows up for work and is not permitted to work shall receive two (2) hours of compensatory time.

Employees shall be scheduled according to operational needs on regular work shifts. The normal workday for employees shall consist of eight (8) hours or twelve (12) hours of work, inclusive of time allotted for meals, with regular starting and quitting times. The regular work shifts will require employees to work between 32 and 48 hours in any seven-day period. In the normal year, employees will average between two thousand eighty (2,080) hours and two thousand one hundred

eighty-four (2,184) hours of work. The employee's yearly salary, divided by 2,080 is the employee's regular hourly rate of pay.

Employees shall receive their salary in equal biweekly amounts. 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.

Extended Shifts. Upon proposal by the Association, the Labor Management Committee shall consider and discuss in good faith a system of hours of work based upon longer shifts. Good faith discussion shall continue until either a plan has been developed which the Committee as a whole will present to the Administration and the bargaining unit, or the Committee members agree to terminate further discussion.

In-Service. Absent exigent circumstances, employees will not be required to attend an in-service training shift within twelve (12) hours of an assigned shift.

V-Day Openings. A bargaining unit member may exercise his or her CCS seniority for the purpose of transferring from one V-day class to another when an opening is declared provided, however, that the City may specify which classes are eligible to transfer.

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

ARTICLE 19
OVERTIME

The City shall be the sole judge of the necessity for overtime.

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

For those bargaining unit employees on the normal eight (8) hour day, five (5) days per work week, 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 3:00 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. receives a shift premium of forty-seven cents ($.47) per hour.

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. receives a shift premium of forty-seven cents ($.47) per hour.

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 forty (40) hours (or in excess of thirty-six (36) hours in the "short week" for 12-hour employees) in one work week.

All employees in the job classifications covered by this Contract shall receive not less than one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of their regularly scheduled hours in one workday. All employees in the job classifications covered by this Contract shall receive not less than one and one-half times their regular rate of pay for all hours worked on a regularly scheduled day off.

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, compensatory time hours, or vacation hours are not part of the employee's 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.

There shall be no pyramiding of overtime or other premium pay compensation, and overtime pay shall be computed on whatever total overtime hours are the greater for the week, either on a daily or weekly basis, but not on both.

ARTICLE 20
EMPLOYEE ACCESS TO RECORDS

Upon request, employees will be given copies of any documents which they have signed or which are otherwise contained in his or her personnel file.

ARTICLE 21
EQUALIZATION OF OVERTIME

A. Provisions Specific to Police Radio Dispatchers, Safety Telephone Operators, and Bi-lingual Communications Specialists.

When overtime is required, the City shall offer the available overtime to employees on a shift in accordance with job classification seniority, subject to the provisions set forth in this article for equalization of overtime among all bargaining unit members, and subject to exceptions for emergency situations and contiguous work extending beyond the normal work schedule.

OVERTIME FORMS

Daily Overtime Sheet. Up until the last hour of each shift, bargaining unit employees present and working on that shift may write their name in the "Daily Overtime Book" if they wish to be offered any overtime opportunity which is immediately available on the next shift. If an overtime opportunity is immediately available on the next shift, it shall be offered to employees in the Daily Overtime Book from the preceding shift in the manner described below for awarding available "daily overtime" opportunities.

Overtime Call-In List. Bargaining unit employees desiring to be offered overtime call-in opportunities shall identify themselves as accepting offered overtime call-in opportunities through the City system.

There shall be a single City system through which employees will accept offered overtime call-in opportunities in which the name and designated phone number of all signed-up employees shall be listed in seniority order. The designated phone number will be the only phone number used to contact the employee. When an overtime call-in opportunity becomes available on a shift, it shall be offered to employees who have identified themselves as accepting overtime call-in opportunities in the manner described below for awarding overtime call-in opportunities.

Employees whose names are on the list and do not wish to be considered for overtime call-in opportunities can remove their name from or add their name to the list at any time in accordance with system parameters. *The Parties agree that should events show that employees without regular access to the City's scheduling system do not have equal access to overtime opportunities, they will meet to discuss this language to address that issue.

AWARDING AVAILABLE OVERTIME

Daily Overtime Opportunities. "Daily overtime" is defined as an overtime opportunity that arises with less than sixteen (16) hours' notice. When daily overtime opportunities become available, they shall be offered in accordance with the following procedure:

First: To individuals regularly scheduled to work and working on the immediately preceding shift who have signed up in the Daily Overtime Book. The daily overtime opportunity shall be offered first to the most senior employee in the Daily Overtime Book as compared to the last employee who accepted daily overtime on the shift. The employee with the least seniority is followed by the employee with the most seniority.

Second: if there is no individual from the immediately preceding shift signed up in the Daily Overtime Book, or if all eligible employees from the Daily Overtime Book, refuse or are unavailable, then the overtime call-in procedure will be used.

Should the offer of daily overtime be for eight (8) hours, it will be offered in accordance with the above procedure until either one employee accepts the full eight (8) hours or two employees agree to work four (4) hours each.

Anticipated Overtime Opportunities. "Anticipated overtime" is defined as an overtime opportunity that arises at least sixteen (16) hours before a shift begins. When an anticipated overtime opportunity arises, it will be offered as follows:

First: To the employees assigned to the same shift as the shift on which the overtime opportunity will take place, who are scheduled to be on a V-day on the day the overtime opportunity occurs, and who are present working their regularly scheduled shift on the day the overtime opportunity is offered. The offer will be made to the next most senior employee as compared to the last employee who accepted anticipated overtime in each V-Day class (by shift). The employee with the least seniority is followed by the employee with the most seniority.

Employees shall have four (4) hours after the end of the shift on which they accepted an Anticipated Overtime offer to cancel their acceptance without penalty. Cancellation thereafter or failure to appear and work the accepted overtime more than once in any calendar quarter may result in loss of overtime offers for up to ten (10) calendar days. In the event of a cancellation, the overtime will be offered pursuant to the Overtime Call-In Procedure.

Second: To the employees assigned to the same shift as the shift on which the overtime opportunity will take place, who are scheduled to be on a V-day on the day the overtime opportunity occurs, and who are on a V-day on the day the overtime opportunity is offered. The offer will be made to the next most senior employee as compared to the last employee who accepted anticipated overtime in each V-day class (by shift). The employee with the least seniority is followed by the employee with the most seniority. Employees shall have four (4) hours after acceptance of an Anticipated Overtime offer to cancel their acceptance without penalty. Cancellation thereafter or failure to appear and work the accepted overtime more than once in any calendar quarter may result in loss of overtime offers for up to ten (10) calendar days. In the event of a cancellation, the overtime will be offered pursuant to the Overtime Call-In Procedure.

Third: If no eligible employee accepts an anticipated overtime opportunity, then the overtime call-in procedure will be used.

Overtime Call-In Procedure. If an overtime call-in opportunity becomes available on a shift, it will be offered to the next most senior employee on the Overtime Call-In List as compared to the last employee who accepted overtime. The employee with the least seniority is followed by the employee with the most seniority.

If all names on the Overtime Call-In List for a shift are called and either refuse or cannot be reached, the City may assign supervisors the overtime work that would normally be performed by members of the bargaining unit.

B. General Provisions.

Hours Limitation. Employees are prohibited from working in excess of sixteen (16) hours in a twenty-four (24) hour period except in the case of a declared emergency.

Administrative Personnel. Except where offered overtime during circumstances of mandatory emergency overtime, or before it is offered or assigned to supervisors, or where special operational need exists, bargaining unit employees regularly assigned administrative or clerical duties shall not be eligible to receive offers of overtime taking calls or dispatching. Once an offer is accepted, administrative personnel cannot be "bumped off" by other personnel.

Emergency Overtime. 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. Mandatory emergency overtime shall be required in reverse seniority order of those employees present on a shift when an emergency arises in order that such overtime shall be roughly apportioned among the employees on each shift. The reverse seniority rotation shall begin with the least senior employee on January 1, April 1, July 1, and October 1 of each calendar year. Management will make reasonable efforts to notify employees as soon as possible that emergency overtime may be required at the end of the shift. The Equalization of Overtime set forth in this Article shall either be exhausted before or immediately after an employee is required to work mandatory emergency overtime unless the employee notifies his or her supervisor that exhaustion is not necessary. In declared emergency situations, employees may be required to work overtime in other than reverse seniority order. For the purposes of this paragraph, an "emergency" is defined as circumstances in which the City deems overtime to be necessary to address an impairment to City services or operations the resolution of which cannot be delayed until the beginning of the next regular workday. A "declared emergency" is a circumstance in which the Chief of Police or designee acting with the authority of the Chief of Police or a higher authority has declared a state of emergency.

No bargaining unit employee will be required to work emergency overtime (as distinguished from declared emergency overtime) more than twice in a calendar quarter unless all other eligible employees have twice been required to work emergency overtime or are refusing to do so. Similarly, if all eligible employees have worked such overtime on two occasions, an employee will not be required to work a third occasion until all less senior eligible employees have worked a third occasion or are refusing to do so, and so on. An emergency assignment lasting one (1) or more hours counts toward the above limits. An employee who is present on the same shift and who offers to work overtime in place of an employee who is being required to work mandatory emergency overtime will be credited with having worked mandatory emergency overtime; credits may be accrued without limitation but do not survive the end of the calendar quarter in which they are accrued. Employees will not be required to declare that they are refusing a mandatory overtime assignment before the last one (1) hour of their shift.

For purposes of the above paragraph "eligible" refers to other employees present when the emergency overtime arises. The City will track emergency overtime assignments on an ongoing basis in order that disputes concerning the above paragraph will be minimized and will provide the information to employees as requested.

Discipline under this provision may be administered for second or subsequent refusals per calendar quarter even if accompanied by a qualified medical professional's excuse, consistent with state and federal law and City policy. Employee refusal balances shall not be carried over to a

succeeding calendar quarter unless all eligible employees worked at least one (1) mandatory emergency overtime assignment. Emergency overtime missed because an employee is on a furlough or an approved extended leave of absence shall not accumulate. Management will make reasonable efforts not to require an employee to work emergency overtime on more than two (2) successive days.

Continuous Work Overtime. 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.

Tracking Overtime Hours. The City shall maintain a record of all overtime hours worked by each employee. The Supervisor, Timekeeper and/or Payroll Clerk keeping the record shall make the overtime record available to the employees or the Union upon request. The City shall record all overtime hours on a daily basis.

Amendments. The Management/Labor Committee may by consensus decide to amend the provisions of this Article in order to improve the efficiency with which they operate. Any such amendment must be in writing signed by all members of the Committee.

Next Offer Status. An employee entitled to receive the next offer of overtime as a result of not receiving an offer to which they were entitled shall continue to be entitled to the next offer until either an offer is accepted or a period of eight (8) calendar days has elapsed.

ARTICLE 22
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 for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll.

Health Care Benefits. Dependent coverage shall be limited to members of the employee's immediate family *(i.e.,* spouse and children).

The City will provide health insurance benefits in accordance with the summary descriptions attached hereto as Exhibit A and as outlined in the attached Side Letter.

Employee premium cost-sharing contributions and other terms are as follows:

Employees shall contribute the following monthly amounts toward their premiums:

	Non-Wellness Rate	Wellness Rate
Single	19% of premium	15% of premium
Family	18% of premium	14% of premium

(Including Rx, dental and vision coverage)

The City reserves the right to add additional coverage tiers.

The City shall have the discretion to implement and offer a voluntary, high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum II. If so implemented and elected, the premium rates shall be as follows*:

	Non-Wellness Rate	Wellness Rate
Single	10% of premium	6% of premium
Family	9% of premium	5% of premium

(Including Rx, dental and vision coverage)

The City reserves the right to add additional coverage tiers.

To be eligible for the reduced premium contributions, 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 finger stick to collect 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)

Employees must complete all City-defined wellness initiatives.

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline 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 sixty (60) 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.

*Premium contributions are based on the City's premiums or fully-insured-equivalent costs for hospitalization, prescription drug, dental and vision coverage.

The City shall have the right to change insurance carriers or switch to or from a self-insured model, provided that benefit levels remain substantially the same.

Wellness Initiatives: The City reserves the right to implement and discontinue wellness initiatives and programs on the same terms as all other City employees.

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 set forth as part of the health care insurance plan selected by the employee.

Life Insurance. The City shall provide all unit employees with Group Life 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.

Vision Insurance. The City shall maintain a vision insurance plan for employees.

The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through the Health Care Committee over the change in carriers before implementing any changes in health care carriers.

ARTICLE 23 ATTENDANCE

Section 1. Purpose

This Article outlines an attendance system designed to promote fairness and consistency in managing absences and tardiness. To implement this purpose, the following terms will govern attendance for bargaining unit members effective on July 1, 2026, and thereafter. Once implemented, discipline for previous attendance infractions will be void.

Section 2. Definitions

A. **Occurrence**: An occurrence is any instance of absence or tardiness that is not a pre-approved, authorized leave including vacation, personal days, compensatory time (FLSA or non-FLSA), bereavement leave, Paid Parental Leave. Points are assigned for each occurrence, regardless of the reason. Occurrences will not be issued for absences that are protected under FMLA, ADA, Workers' Compensation, and military leave.

B. **Unscheduled Absence**: An employee's failure to report for a scheduled shift.

C. **Tardiness:** Tardiness is defined as:

1) Arriving less than thirty (30) minutes after the start of the workday on three (3) or more occasions in a thirty (30) calendar day period;

2) Arriving thirty (30) minutes or more after the start of the workday on a single occasion;

3) Exceeding the time allotted for lunch; or

4) Exceeding the time allotted for break.

D. **No-Call, No-Show:** An employee's failure to report for a scheduled shift or work period and failure to notify a supervisor or designated contact person of their absence within sixty (60) minutes after the shift's start time.

Section 3. Point System

The point system operates within a rolling 12-month period. Points are assigned to an employee's record for each occurrence. When an employee reaches a new point threshold, the corresponding disciplinary action will be implemented. Employees who are permitted by a supervisor to leave work early due to lack of work or illness will not be assigned points.

Occurrence Type	**Points Assessed**
Unscheduled Absence	2 points
Leave Early four (4) or fewer hours (without permission)	1 point
Leave Early more than four (4) hours (without permission)	2 points
Call but No-Show	4 points

An employee with no Occurrences for a sixty (60) consecutive day period will have their point total reduced by two (2) points. For each additional consecutive thirty (30) day period with no Occurrences thereafter, their point total will be reduced by an additional two (2) points.

Points will be deducted from individual employees' totals on the day after one year has passed since the date of the Occurrence for which the points were assigned.

Once in any calendar year an employee can have a non-FMLA sick leave usage of more than one consecutive shift counted only as one (1) occurrence. However, employees may be required to provide medical documentation regarding such absence.

Section 4. Disciplinary Action

Disciplinary actions are progressive and will be automatically triggered as an employee accumulates points within the rolling 12-month period. If an employee accumulates multiple occurrences within a single pay period, the employee will be advanced to the level of discipline provided for by the point accumulation as set forth below. Prior to administering discipline, employees will be notified in writing of the reason for receiving points, including the date of the occurrence(s). Employees will be given three (3) business days to respond in writing to their supervisor or department designee. Following receipt of the employee's response, the City may issue the points and corresponding discipline if the points were awarded appropriately pursuant to this Article. A pre-disciplinary hearing shall be conducted prior to an unpaid suspension or presumed termination of employment.

The City may, at its discretion, convert or reduce some or all of any unpaid suspension issued to a paid, working suspension. An employee who does not contest the Occurrence(s) at the pre-disciplinary hearing may request a working suspension in lieu of an unpaid suspension. Employees placed on a working suspension will report to work as scheduled during the working suspension and will have no loss of time or pay for hours worked during that period. A working suspension will be considered the equivalent of the unpaid suspension of the same number of days for purposes of progressive discipline and an employee who receives a working suspension will be considered at that progressive discipline step for purposes of applying progressive discipline to any subsequent misconduct.

Discipline for attendance is separate from discipline and progressive discipline for non-attendance misconduct and is not subject to the three (3) year lookback provisions of Article 31 of this Agreement.

Accumulated Points	**Disciplinary Action**
8 points	**First Warning:** A written verbal warning will be issued to the employee.
12 points	**Written Warning:** A formal written warning will be issued to the employee.
15 points	**Suspension:** A three (3) day suspension.
18 points	**Second Suspension:** A five (5) day suspension will be issued to the employee.
21 points	**Third Suspension:** A ten (10) day suspension will be issued to the employee.
26 points	**Presumed Termination of Employment.**

Section 5. No-Call, No-Show Protocol

Due to the critical nature of dispatch services, a **No-Call, No-Show** is considered a serious breach of professional responsibility and warrants immediate and severe action.

A. An employee who has a No-Call, No-Show Occurrence will be subject to an immediate five (5) day suspension.

B. An employee with a second No-Call, No-Show Occurrence within the same rolling 12-month period is subject to presumed immediate termination of employment, regardless of the employee's current point total.

C. Discipline may be withheld if an employee can demonstrate that it was impossible for them to notify the City of the absence and/or report to work.

D. An employee who is a "No-Call, No-Show" for three (3) or more consecutive days will be deemed to have voluntarily quit.

Section 6. Tardiness Control Program

The Tardiness Control Program will be administered separately from other Occurrences and discipline under this Article.

A. An employee who is tardy three (3) times in a continuous thirty (30) calendar day period will be disciplined pursuant to the schedule below.

B. The employee will be progressed to the next level of discipline for being tardy three (3) times in a continuous thirty (30) calendar day period.

C. An employee who is tardy for a single instance of thirty (30) minutes or more will be disciplined pursuant to the schedule below.

Employees are required to report tardiness as soon as possible but in no instance later than the start of the employee's scheduled shift. Further delays in reporting to work must also be reported. Any employee who is found to be tardy is not permitted to make up any missed time.

Employees who violate this Program will receive progressive discipline according to the following schedule:

Step 1: Written Warning I
Step 2: 2nd Written Warning
Step 3: One (1) Day Suspension
Step 4: Five (5) Day Suspension
Step 5: Presumed Termination of Employment

Under the Tardiness Control Program, where the most recent discipline issued is more than eighteen (18) months old that discipline will no longer be used against the employee and the employee's discipline will resume at Step 1.

Section 7. Notification Procedure

Employees must follow the established procedure for notifying their supervisor of any unscheduled absence. The procedure is as follows:

A. Per Article 13, to report an absence notify the on-duty supervisor at least ninety (90) minutes prior to the scheduled shift start time. Provide name, and the expected date of return.

B. Do not leave a message with another bargaining unit member; you must speak directly with a supervisor.

Section 8. Evaluation Period

The parties will engage in regular communication regarding the administration of the policy.

ARTICLE 24
WAGES

Retroactive to April 1, 2025, all salaries will be increased by three percent (3.0%).

Effective during the first full pay period of January 2026, Bilingual Communication Specialist, Police Radio Dispatcher, and Safety Telephone Operator classification salaries will be increased by two percent (2.0%).

Effective April 1, 2026, all salaries will be increased by three percent (3.0%).

Effective April 1, 2027, all salaries will be increased by three percent (3.0%).

Effective during the first full pay period of October 2027, Bilingual Communication Specialist, Police Radio Dispatcher, and Safety Telephone Operator classification salaries will be increased by two percent (2.0%).

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

The wage rates set forth in Attachment A are minimum rates and the City has the authority to increase the rates for any step or classification in its discretion after first notifying the CPPA.

Employees not on the active payroll at the time the contract is ratified by the Association and City Council, or as of the date of a conciliation award (if applicable), are not entitled to retroactive payments of wages or other monetary benefits.

In addition to his or her regular pay, each bargaining unit employee shall receive one and one-half (1-1/2) hours of compensatory time for each shift or any part thereof spent training another individual.

Before an employee is required to provide translation services other than on the telephone or the radio, the Commander shall be notified. Under no circumstances shall an employee be left without police escort while providing such services. Should an employee be required to leave the building, he or she shall be compensated at the rate of 1.5 hours of non-FLSA compensatory time for each day on which such services are required.

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

Employees may be paid by direct deposit or debit card. The City will process any significant payment error within six (6) working days, if possible.

ARTICLE 25
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 for any period of time which the City deems necessary.

Compensatory Time may be accumulated at each employee's discretion to a maximum of Four Hundred Eighty (480) accumulated hours. Compensatory time shall be used upon reasonable request by the employee and with not more than thirty (30) days nor less than five (5) days' notice. The five (5) day notice may be waived by the City if staffing levels permit. Use of compensatory time shall be allocated on a "first-come-first-served" basis. The City shall maintain lists of requests and when each request was made in order to minimize disputes concerning priority of requests. Employees shall be permitted to review the lists upon request. 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 employee's estate.

To be eligible for the voluntary use of compensatory time (including for "family days"), the employee must have and maintain compensatory time sufficient to cover requests from the time of the request until the date on which the time is to be used.

The City agrees to budget $60,000 annually from which employees may cash out their accumulated compensatory time under a process and formula agreed upon between the Union and the City. If the requests exceed the amount budgeted in the calendar year, then such requests shall be paid on a pro rata basis.

At the end of each calendar year, V-Days not received shall be converted to compensatory time.

ARTICLE 26
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:

5 through 9 years	$300.00
10 through 14 years	$475.00
15 through 19 years	$575.00
20 through 24 years	$700.00
Over 25 years	$800.00

ARTICLE 27
UNIFORM ALLOWANCE

All regular full-time employees in the job classification of Police Dispatcher, Bilingual Communication Specialist, and Safety Telephone Operator, shall receive an annual uniform credit of Three Hundred Dollars ($300.00) and a cash uniform maintenance payment of Three Hundred Fifty Dollars ($350.00) on a date established by the City. An employee must be on the City's active payroll at the time of payment. Uniform maintenance payments 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 and Fifty Hundred Dollars ($450.00).

Newly hired employees, upon successful completion of their probationary period, shall receive, at a minimum, three (3) polo-style shirts, three (3) pairs of cargo-style pants, a sweater or similar garment, a belt and a pair of shoes. The uniform maintenance payment for newly-hired employees may be prorated.

Uniform and maintenance allowances shall be prorated for employees who are on unpaid leave (other than FMLA or military leave), suspended or lay-off status for more than thirty (30) consecutive days.

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 Department Notice.

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.

ARTICLE 28
HOLIDAYS

All regular full-time employees shall be entitled to twelve (12) paid holidays (inclusive of the two (2) floating holidays) as follows:

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

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 ten (10) 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 be on the active payroll (i.e., actually receives pay) on the last regular workday before and the first regular workday after the holiday. However, in no case shall an employee receive holiday pay if sick leave (other than for a bona fide injury or illness) is taken on the last scheduled workday before or first scheduled workday after the holiday.

Employees will be paid at straight time and receive an additional 18 hours of non-FLSA compensatory time for working a regularly scheduled 12-hour tour of duty on a designated holiday. Employees will be paid at time and one-half and receive an additional 12 hours of non-FLSA compensatory time for working a non-scheduled (WDO) 12-hour tour of duty on a designated holiday.

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

Family Day. Employees may request up to two (2) days off per calendar year for graduation, wedding or religious ceremony or similar family event, and will give not fewer than fifteen (15) days or more than one hundred and eighty (180) days written notice of said request to the Bureau.

Such day off shall be granted unless a conflict exists with the emergency operational needs of the Department and 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.

ARTICLE 29
FURLOUGHS

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:

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

In lieu of receiving two weeks (eighty (80) hours) of furlough (vacation) time after thirty (30) days of continuous service as set forth in City policy, newly hired employees in this bargaining unit will be credited with eighty (80) hours of non-FLSA compensatory time after thirty (30) days of continuous service which will be available for use as paid time off after a newly hired employee has successfully completed all required initial training, are approved to operate independently, and are counted toward operational staffing. Employees who have not met these conditions may not convert these eighty (80) hours to cash payment upon separation.

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 and is re-employed at a later date, his length of continuous employment will be computed from the date of his re-employment. If an employee quits or resigns, and is re-employed at a later date, the City, per its discretion, may allocate or deny credit for the length of his prior City 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 ½ 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 ½ days per month not to exceed twenty-five (25) days.

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

9) Furlough shall be taken during each current 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 either 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) or shall have the holiday added to his compensatory time, at the employee's option.

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, and on or before December 1st a written furlough schedule (by department) will be prepared by the City with priority given to employees according to their CCS seniority (for Bilingual Communication Specialists, Police Radio Dispatchers, and Safety Telephone Operators) or job classification seniority by location (for Police Safety Aides) to the extent consistent with operational requirements. Furlough preferences will be considered within each platoon/shift. Once the departmental furlough schedule is determined, it shall not be changed without the consent of the employee(s) involved 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.

The City may change an employee's selected/scheduled furlough if the employee voluntarily changes his/her platoon. In these cases, employees will select an alternative furlough period agreeable to the City but will also be able to reserve his/her previously selected furlough period, and will be able to use that period if it becomes available prior to the date of the alternative furlough.

Except for those furloughs reserved as set forth in the preceding paragraph, 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.

15) 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 employee as vacation time off during the work period that this option is exercised.

16) All openings will be posted for a minimum of fourteen (14) calendar days unless operational need necessitates a shorter posting period but in no case less than seven (7) calendar days.

17) Requests to use up to two (2) days of compensatory time in conjunction with a furlough in order to bridge to V-days submitted at least fifteen (15) days before the first requested date shall be given priority over other requests to use compensatory time (except for Family Days).

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

ARTICLE 30
CALL-IN PAY / COURT TIME

An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of pay at his applicable rate of pay. If an employee is called in and works more than four (4) hours, he shall be paid for all hours worked.

To be eligible for the minimum of four (4) hours of work, the employee must report for work at the time agreed upon by the employee and supervisor. Absent agreement by the employee, the City shall provide a minimum of one (1) hour to report to work following the call-in, unless exigent circumstances require a shorter notice period.

When an employee is required to remain at work after the normal quitting time of his/her regular shift in order to make a court appearance, prosecutor review, or continued presence in a court-related matter, the employee will be paid the overtime rate of pay for the actual time worked in excess of the employee's normal shift. When an employee is required to appear for a court appearance, prosecutor review, or other court-related matter at a time that does not fall within the employee's regular tour of duty, the employee shall be paid for a minimum of three (3) hours work at his/her applicable rate of pay, provided that Third Platoon employees who must make a court appearance on a day on which the employee has concluded his/her regular tour of duty, shall be guaranteed pay for a minimum of four (4) hours of work at his/her applicable rate of pay.

DISCIPLINARY HEARINGS. Employees attending a disciplinary hearing at a time when they are not scheduled to work will be paid a +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 31
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 may not be disciplined unless he or she has been provided a notice of investigation within ten (10) 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). The notice of investigation shall be in writing, shall include a description 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, and shall 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 is 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 steward or Union Officer 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 steward 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.

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 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 Chief Steward 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 Chief Steward, but shall, nevertheless, be posted for at least three (3) days.

The Deputy Chief or Commander can administer discipline up to and including five *(5)* day suspensions and/or ten (10) day overtime suspensions.

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.

Employees are obligated to report convictions for DUI and drug-related offenses. Failure to report such convictions may result in immediate discharge.

Work rules shall be applied to all employees in the bargaining unit in a reasonably uniform manner.

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, or arrest warrants had been issued 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 or other controlled substances or use of a computer. Failure to notify the City may result in discipline. It shall not be a violation of this notice requirement if exigent circumstances compel a longer period before an employee provides notice.

Upon request, an employee will be permitted to consult with a Union representative prior to being questioned (e.g., verbally or by Form 1) about events which could reasonably lead to the discipline of the employee. Whenever an employee is subjected to interrogation, either in person or in writing, by any departmental personnel for reasons that could lead to disciplinary action, the employee shall be apprised of the nature of the investigation, provided a copy of any complaint upon which the interrogation is based, and may contact a union officer and/or counsel to be present. This does not include criminal investigations, unless the interrogation is being conducted by, or under the auspices of, Internal Affairs 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.

Bargaining unit members will not be assigned to investigate the conduct or work performance of fellow bargaining-unit members.

Employee Rights: In the administration of this Article, employees are afforded the following rights:

a. The City will conduct interviews under this section at hours reasonably related to an employee's shift for reasonable periods of time and will allow for appropriate breaks. An employee shall have a right to the presence of a CPPA representative and/or a CPPA attorney during such interviews. The City will provide to the employee and the CPPA any written or recorded statement the employee makes in the interview upon request.

b. The City will not release any employee's personal information without consent unless the release is required by Ohio or federal law.

c. The City will not include in an employee's personnel file complaints deemed "unfounded" after investigation and may not use such unfounded complaints as the basis for future disciplinary action or other employment decisions.

d. In the event that a formal disciplinary hearing is held, an employee shall have the right to the presence of legal counsel and/or a representative of the CPPA, and the attorney and/or representative shall have the right of cross-examination. An employee and/or the CPPA must provide notice of the attendance of legal counsel before any disciplinary hearing unless it is apparent that legal counsel will be in attendance.

e. The representative of the City and the representative of an employee who has been charged with disciplinary rules violations, or the employee him or herself if not represented, shall provide to each other, before the commencement of a disciplinary hearing, a list of all persons who will testify at the hearing and shall provide an opportunity to review any written, factual statement concerning the subject matter of the hearing. The hearing may be postponed by mutual agreement of the parties.

ARTICLE 32
MANAGEMENT / LABOR COMMITTEE

A Management/Labor Committee shall be established to discuss areas of concern. This Committee shall consist of six (6) members; three (3) chosen by management and three (3) chosen by the Chief Steward. Meetings shall be convened at times agreed upon by the parties.

ARTICLE 33
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 or the Union (involving a single common issue or event) covered by this Contract with regard to the interpretation or application of this Contract, including any and all disciplinary actions as they relate to alleged violations of this Contract.

An employee who believes he has a grievance has a right to notify his steward 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 a Union official and 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. Grievances may be electronically signed. Nothing in this procedure shall prevent an employee from discussing the matter with his Supervisor(s) in an attempt to resolve any problem before filing a grievance. It is the intent of the City and the Union to share information pertaining to grievances at all Steps of the grievance procedure.

Step 1: A grievance shall be presented to the employee's Bureau of Communications Commander within fourteen (14) calendar days after the event, giving rise to said grievance. The Bureau of Communications Commander or his/her 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 ten (10) calendar days from receipt of the grievance in an effort to resolve said grievance and shall render an answer in writing within ten (10) calendar days of the Step 1 answer.

Grievances concerning payment of wages or discharge may be filed at Step 3 within the fourteen (14) calendar daytime 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 fourteen (14) calendar daytime limit at the Step above the level at which the decision or discipline being grieved was made. Grievances concerning suspensions of more than ten (10) working days may be filed at Step 3.

Step 2: If a grievance is not satisfactorily settled at Step 1 of the grievance procedure, the Union may appeal the grievance in writing to the employee's Director or his designated representative within fourteen (14) calendar days of the Step 1 answer. The Director or his designated representative shall schedule a meeting with the local Union President and/or local Union officer(s) within twenty (20) 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 twenty (20) 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 to the City's Labor Relations representative within fourteen (14) calendar days of the Step 2 answer. The Union will make a reasonable effort to include the grievance history with the appeal. The City's Labor Relations representative will meet with the Union's business representative, local Union President, and/or local Union officer(s) within twenty (20) calendar days from receipt of the written appeal.

The City will render an answer in writing to the Association within twenty (20) calendar days after the Step 3 meeting.

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 expenses 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 seventy-two (72) 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) calendar 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 arbitrator's 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 calendar days from the date of the incident, the date of service 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.

Expedited Arbitration. If a grievance concerns a dispute about the meaning of the contract and the dispute is likely to arise repeatedly during the pendency of the normal arbitration process, the Association and the City may, by agreement, submit the dispute for expedited arbitration pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

ARTICLE 34
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 either a paid or an unpaid 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 will be made by the City.

ARTICLE 35
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 and/or prohibited 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 or dispensed 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 (GCIMS) 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 be 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.

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.

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.

- Being impaired by prescription or over-the-counter medication that affects job performance or safety.

- Possessing, consuming, selling, or distributing alcohol in City buildings, or vehicles while conducting City business and/or operating City vehicles.

4) 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 as of January 1 of each calendar year (if testing commences later than March 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such tests shall be reasonably spread throughout the year. Employees in the Police Safety Aide classification are not subject to random testing. 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) For post-accident testing, where an accident results in a reportable injury or property damage estimated to be one thousand dollars ($1,000.00) or more. Such testing shall take place within a reasonable time following the accident.

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

e) Only positive results may be reported to the employee's supervisor. Employees who do not test positive on a random test shall be permitted to return to work.

5) 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 if practicable.

6) 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 (GCIMS) 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.

In the event of a positive test result, and upon request, the City is obligated to provide a complete chain of custody to the employee and the Union.

7) 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.

8) 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.

9) 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.

10) 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 employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

11) 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.

12) 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.

13) 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.

14) Employees voluntarily participating in a dependency program shall be permitted to use accumulated time of any type to maintain income during periods in which they cannot work.

ARTICLE 36
NEW EMPLOYEE / TRANSFER OF CREDITS

The City may, within its sole discretion, grant or deny credit for any prior governmental or public service for employers other than the City of Cleveland for purposes of computing furlough and sick leave benefits.

ARTICLE 37
STO CONVERSION

The City may require Safety Telephone Operators ("STOs") and/or Bilingual Communication Specialists ("Bilinguals") to undertake training to become Police Radio Dispatchers. Any training to become a Police Radio Dispatcher will be made available to STOs and Bilinguals where such training does not unduly interfere with operational needs. In either event, the following procedure will govern the conversion of STOs and Bilinguals to Dispatchers.

1) STOs and Bilinguals will be given written notice that they have fifteen (15) days to notify the CCS Commander that they wish to become Dispatchers. The CCS Commander will make sure that all STOs and Bilinguals are notified of this opportunity.

2) Once all of the STOs and Bilinguals have made their election, those who wish to become Dispatchers will begin a 90-day training period. During this period, trainees will not work on a dispatch console unassisted by a trained Dispatcher.

At the end of the training period, the City shall notify each individual in writing whether or not he or she has successfully completed the required course of training. If an individual is rejected, he or she shall be given a written description of the specific reasons for the rejection. Rejections shall be based only upon specific objective factors fairly applied to all trainees and observed by a member of management either directly or on tape.

3) The pay of successful trainees will be increased to the After Complete Training & Probation rate upon completion of the training period.

4) After the number of successful trainees is determined, that same number of openings (on platoons and shifts to be determined by the City) will be posted for bid by all qualified employees on the basis of seniority. The openings which remain after the bidding procedure or

which are created on other platoons or shifts as a result of this bidding procedure will be filled by the successful trainees on the basis of CCS employment seniority. Upon completion of the bidding procedure and any required Civil Service Testing, successful trainees will be appointed to the classification of Dispatcher and shall begin serving a ninety (90) day probationary period.

5) Any employee failing to pass the training period or probationary period shall revert to STO or Bilingual, as the case may be, with all wages, seniority, benefits, etc. intact, as if he or she had never embarked upon training.

6) The classification seniority of trainees shall commence on the day that training of any of them begins, except that in the case of ties, CCS employment seniority shall govern.

7) Upon written notice to the CCS Commander, any STO or Bilingual may resign from the conversion process. Any such individual shall remain an STO or Bilingual, as the case may be, as provided in Paragraph 5.

8) Should a conversion later be found to be invalid because of failure to meet Civil Service requirements or otherwise, affected employee(s) will revert to their previous classification with benefits and City employment and CCS seniority intact. Wages will revert to the appropriate band amount depending upon City employment seniority. Job classification seniority accrued before conversion will be preserved and will begin to accrue again at the time of reversion.

9) The implementation of this STO/Bilingual conversion process in no way affects the City's ability to eliminate any job classification including the STO or Bilingual job classification.

ARTICLE 38
PAID TIME OFF DONATION

Members of a bargaining unit represented by the Association may donate accumulated sick time to and may receive donations of accumulated sick time from, members of bargaining units represented by the Association under the following conditions:

1) Eligible Employees. Any member of a bargaining unit represented by the Association who is eligible for sick leave, has exhausted his/her own sick leave, vacation and personal leave, who is suffering from a serious medical condition as defined by the FMLA, whether or not an FMLA leave has been formally applied for or granted, and who has not been within the steps of the sick leave abuse policy during the last twelve (12) months, will be eligible for donations.

2) Eligible Donors. Any employee may donate up to a maximum of forty-eight (48) hours per donation. In order to make a donation, an employee must have a sick leave balance of eighty (80) hours immediately following the donation and must sign a written contribution agreement. Donations will be expeditiously processed by the City as they are received.

3) Donations. Eligible recipients may request sick time donations by completing and signing a Request for Donation form and submitting it to the Association.

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 donor's accumulated sick leave time at his/her hourly rate and credited to the account of the recipient at his/her hourly rate. All donations are irrevocable.

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 39
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 40
VOLUNTARY DISPUTE SETTLEMENT PROCEDURE

Either the City or the Union may initiate negotiations by letter received by the other party on a date mutually agreed to by the parties but otherwise no earlier than 150 days before and no later than 120 days before the Agreement expires. The parties shall hold their first negotiation session within fifteen (15) days of notification, at which time they will jointly notify S.E.R.B. of the commencement of negotiations and impasse procedures identified in this Agreement in place of the procedure alternatively provided and then in effect under Rev. Code 4117.14 and related sections.

All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties.

If within forty-five (45) days before the nominal expiration of the Agreement, or a date mutually agreed upon, tentative agreement on all items is not reached, either party may use the services of the Federal Mediation and Conciliation Service (FMCS) or S.E.R.B. mediation, as follows:

1) FMCS or S.E.R.B. shall be contacted by either party so that mediation may start within three (3) days after petitioning FMCS or S.E.R.B. on the date mutually agreed upon.

2) Once started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.

In the event the parties are unable to reach agreement by thirty (30) days before the nominal termination date, or a date mutually agreed upon, either of the parties may request a list of arbitrators from either S.E.R.B. or the American Arbitration Association and the parties shall select an arbitrator by an alternate strike-off method, beginning with the Union. As soon as practical thereafter, the parties' positions with respect to all unresolved issues will be presented to the arbitrator for a final and binding decision.

ARTICLE 41
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 42
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 43
EDUCATION INCENTIVE

The city will consider requests for reimbursement for the cost of job-related seminars taken by employees.

ARTICLE 44
DURATION

This Contract represents a complete and final understanding on all bargainable issues between the City and the C.P.P.A. and it shall be effective as of the date of ratification by the Association and City Council March 23, 2026) or conciliation award, if applicable, and remain in full force and effect through March 31, 2028.

This Contract supersedes all previous agreements and memoranda.

The attached contract sets forth the terms and conditions of employment of employees in this bargaining unit of The Cleveland Police Patrolmen's Association, as agreed upon by the City of Cleveland and the elected officials of the Union and ratified by the membership of the Union.

THE CITY OF CLEVELAND

Justin M. Bibb, Mayor

Mark Griffin, Director
Department of Law

Matthew J. Cole, Director
Department of Human Resources

May 1, 2026
Date of last City Signature

THE CLEVELAND POLICE PATROLMEN'S ASSOCIATION

Andrew J. Gasiewski, President

David Kelley,
First Vice President

Frank Garmback,
Second Vice President

Amanda Cline,
Chief Union Steward

April 28, 2026
Date of last CPPA Signature

Cleveland.10492

ATTACHMENT A – WAGE TABLES

2025 – Retroactive to April 1, 2025:

Classification	2025 Hire Minimum 3.0%		2025 After Complete Training & Probation 3.0%		2025 After 2 years in classification Annual 3.0%		2025 After 5 years in classification Annual 3.0%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Bilingual Communication Specialist	$42,095.71	$20.24	$46,739.38	$22.47	$50,409.76	$24.24	$54,616.85	$26.26
Police Radio Dispatcher	$46,515.46	$22.36	$51,646.34	$24.83	$55,582.26	$26.72	$59,590.20	$28.65
Police Safety Aide	$37,446.41	$18.00	$38,951.92	$18.73	$40,329.15	$19.39	N/A	N/A
Safety Telephone Operator	$40,169.37	$19.31	$44,445.11	$21.37	$45,795.33	$22.02	$47,258.09	$22.72

2026 – Effective during first full pay of January 2026:

Classification	January 2026 Hire Minimum 2.0%		January 2026 After Complete Training & Probation 2.0%		January 2026 After 2 years in classification Annual 2.0%		January 2026 After 5 years in classification Annual 2.0%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Bilingual Communication Specialist	$42,937.62	$20.64	$47,674.17	$22.92	$51,417.96	$24.72	$55,709.19	$26.78
Police Radio Dispatcher	$47,445.77	$22.81	$52,679.27	$25.33	$56,693.91	$27.26	$60,782.00	29.22
Safety Telephone Operator	$40,972.76	$19.70	45,334.01	$21.80	$46,711.24	$22.46	$48,203.25	23.17

2026 – Effective on April 1, 2026

Classification	April 2026 Hire Minimum 3.0%		April 2026 After Complete Training & Probation 3.0%		April 2026 After 2 years in classification Annual 3.0%		April 2026 After 5 years in classification Annual 3.0%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Bilingual Communication Specialist	$44,225.75	$21.26	$49,104.40	$23.61	$52,960.50	$25.46	$57,380.47	$27.59
Police Radio Dispatcher	$48,869.14	$23.49	$54,259.65	$26.09	$58,394.73	$28.07	$62,605.46	$30.10
Police Safety Aide	$38,569.80	$18.54	$40,120.57	$19.29	$41,539.02	$19.97	N/A	N/A
Safety Telephone Operator	$42,201.94	20.29	$46,694.03	$22.45	$48,112.58	$23.13	$49,649.35	$23.87

2027 – Effective April 2027:

Classification	April 2027 Hire Minimum 3.0%		April 2027 After Complete Training & Probation 3.0%		April 2027 After 2 years in classification Annual 3.0%		April 2027 After 5 years in classification Annual 3.0%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Bilingual Communication Specialist	$45,552.52	$21.90	$50,557.53	$24.32	$54,549.32	$26.23	$59,101.88	28.41
Police Radio Dispatcher	$50,335.21	$24.20	$55,887.44	$26.87	$60,146.57	$28.92	$64,483.62	$31.00
Police Safety Aide	$39,726.89	$19.10	$41,324.19	19.87	$42,785.19	20.57	N/A	N/A
Safety Telephone Operator	$43,468.00	$20.90	$48,094.85	$23.12	$49,555.96	$23.82	$51,138.83	$24.59

2027 – Effective First full pay of October 2027:

Classification	October 2027 Hire Minimum 2.0%		October 2027 After Complete Training & Probation 2.0%		October 2027 After 2 years in classification Annual 2.0%		October 2027 After 5 years in classification Annual 2.0%	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Bilingual Communication Specialist	$46,463.57	$22.34	$51,589.08	$24.80	$55,640.31	$26.75	$60,283.92	$28.98
Police Radio Dispatcher	$51,341.91	$24.68	$57,005.19	$27.41	$61,349.50	$29.49	$65,773.29	$31.62
Safety Telephone Operator	$44,337.36	$21.32	$49,056.75	$23.58	$50,547.08	$24.30	$52,161.61	$25.08

12-HOUR SHIFT ADDENDUM

A. Timing

The 12-Hour Shift Addendum was implemented on January 1, 2020, 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 31st 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 1st.

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 0630 and ends at 1830. Night shift starts at 1830 and ends at 0630. 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. Emergency Overtime – Emergency, 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 21. Employees required to work on a regularly scheduled day off may split their required shift with another employee or employees. Each such employee shall receive credit for having worked emergency overtime.

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 sole 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. 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 29. 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 twelve (12) hour shift spent training another employee for a minimum of four (4) hours. The City and the CPPA 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, to the extent possible, 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/Squad and Bidding and Adjustment – No later than the beginning of October of each year, all positions on all shifts (day or night) and squads within those shifts (representing the workdays/days off) shall be posted for bid by shift/squad by seniority within the Police Radio Dispatcher, Safety Telephone Operator, and Bilingual Communications Specialist job classifications. 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 in which each employee will mark his or her bid 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 reassign 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 and without consideration of seniority.

Duties Preference. Not less often than annually, coincident with Shift/Squad Bidding, all Dispatchers who have completed two (2) years of service in the job classification following completion of their probationary period shall declare their preference for working telephones, channels, or both. Dispatchers desiring to change their preference designation during the year may

do so only in writing during the last week of each calendar month. The City will make reasonable efforts to satisfy and equalize Dispatchers' preferences, subject to the operational needs of the Bureau of Communications. Overtime worked shall not be counted in assessing whether a Dispatcher's preference has been respected.

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.

10. Employees regularly scheduled to work on a holiday will be paid at their regular hourly rate for all hours actually worked and will receive non-FLSA compensatory time at 1.5 times the hours actually worked.

Employees not regularly scheduled to work on a holiday who nevertheless work will be paid 1.5 times their regular hourly rate for all hours actually worked and will receive non-FLSA compensatory time for the hours worked.

Employees not scheduled to work on a holiday who do not work will receive eight (8) hours of non-FLSA compensatory time.

11. Employees assigned to 12-hour shifts will receive a shift premium of forty-seven cents ($.47) per hour for all hours worked.

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.

DENTAL AND VISION SIDE LETTER

Effective April 1, 2020, the City agrees to modify the Dental and Vision benefits as follows:

Dental: Reduce Deductible to $25 per person and $50 per family

Increase Basic Coinsurance to 90%

Increase Orthodontia Lifetime Maximum to $2,000

Increase Annual Maximum to $2,000

Vision: Increase Frame Allowance to $150

Reduce UV copay to $0

Enhance Eye Exam Frequency to once every 12 months (for member aged 20 or over)

Increase Elective Contact Allowance to $100

This side letter does not otherwise alter the terms of Article 22, Insurance.

INSURANCE RATE 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 employees in the 2026-2027 or 2027-2028 plan years, it will notify the Union and meet and discuss such increases prior to implementation. This side letter does not otherwise alter the terms of Article 22, Insurance.

HEALTH CARE EXHIBIT A

CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

In-Network

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.

IV. 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.

HEALTH CARE EXHIBIT B

HIGH DEDUCTIBLE PLAN
In-Network

a.	Annual Deductible:	$2000 single $4000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$4000 single $8000 family
d.	-- Doctor and other Office visits: -- Specialists:	$40.00 Co-pay $60.00 Co-Pay
e.	Use of Emergency Room:	$250.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $200.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	100% not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	100% not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible

Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible

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

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

City of Cleveland
Justin M. Bibb, Mayor

Department of Human Resources
601 Lakeside Avenue, Room 121
Cleveland, Ohio 44114-1015
216/664-2493 • Fax: 216/664-3489
www.clevelandohio.gov

Memorandum of Agreement

Parties: This Memorandum of Agreement (MOA) is entered into by and between the City of Cleveland and The Cleveland Police Patrolmen's Association ("CPPA") – Civilian Bargaining Unit.

Background Facts: Mayor Justin M. Bibb, Cleveland City Council and the Union recognize the importance of supporting City of Cleveland employees in their journey towards parenthood. Mayor Bibb and the City Council engaged in a joint effort to pass an ordinance authorizing paid parental leave that will go into effect on September 15, 2023, for non-bargaining employees and directed the Department of Human Resources to establish rules and regulations governing paid parental leave. Pursuant to Ohio Revised Code Chapter 4117, the Union and the City are entering into this Agreement to extend the same benefit to bargaining unit employees.

Terms of Agreement:

1. Bargaining unit employees shall be extended the same Paid Parental Leave benefit as non-bargaining employees of the City under the same terms and conditions including, but not limited to, the amount of leave, eligibility criteria, the effective date of the benefit (September 15, 2023), and the rules and regulations set forth in the Paid Parental Leave Policy established by the Department of Human Resources.

2. Provisions of the Collective Bargaining Agreement that specify operational issues such as call-off procedures, eligibility for overtime, etc., shall be applied in the same manner for Paid Parental Leave as for paid and unpaid sick leave, except that: (a) employees in their initial probationary period who have completed thirty days of continuous employment shall be eligible for Paid Parental Leave; and (b) Paid Parental Leave is not subject to any sick leave donation program.

3. Provisions of the Collective Bargaining Agreement that specify operational issues for all forms of paid or unpaid leave, including use of appropriate forms to request leave, requesting permission to return to work before the leave expires, reassignment to a former position when the employee returns to work, and discipline for failure to return to work upon expiration or cancellation of the leave shall be applied in the same manner for Paid Parental Leave.

4. Paid Parental Leave is in addition to paid or unpaid sick leave, is not used concurrently with paid or unpaid sick leave, and its use will not reduce an employee's accrued paid sick leave balance.

5. Provisions of the City's Attendance Policy (C-3) regarding pattern absences, determination of absence abuse and remedies and disciplinary sanctions for same shall apply to Paid Parental Leave, subject only to express provisions of the collective bargaining agreement between the parties. Employees who falsify use of Paid Parental Leave shall be subject to appropriate discipline.

6. Paid Parental Leave shall not be included as hours worked in the calculation of overtime pay.

7. When an employee is taking Paid Parental Leave on the same day as a holiday, the day shall be

City of Cleveland
Justin M. Bibb, Mayor

Department of Human Resources
601 Lakeside Avenue, Room 121
Cleveland, Ohio 44114-1015
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counted as one day of Paid Parental Leave.

8. The City and the CPPA remain parties to the Collective Bargaining Agreement(s) in full force and effect through March 31, 2025.

9. This MOA does not constitute a mid-term reopener of the Collective Bargaining Agreement(s), nor does it constitute an amendment or modification of the Collective Bargaining Agreement(s) under Article 44 titled *Duration*.

10. If this MOA conflicts with any Paid Parental Leave Policy or Ordinance, the Policy or Ordinance restrictions shall prevail.

11. This MOA is not subject to Article 33, entitled *Grievance Procedure*, and the CPPA agrees it shall not file or process any grievance regarding this MOA. Should any issues arise, the parties agree to engage in a labor-management meeting to address them.

12. This MOA is entered into on a non-precedent setting basis.

13. The City and the CPPA acknowledge and agree this MOA is not contingent upon ratification by the CPPA's membership. Should the CPPA be required to submit this MOA to its membership for ratification under the CPPA's bylaws, the City and the CPPA agree that rejection of this MOA by the CPPA's membership would not require or legally obligate the City and the CPPA to meet to negotiate further over the City providing Paid Parental Leave to the CPPA's bargaining unit members.

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

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

For The CPPA:

Jeffrey Follmer, President

9-19-23
Date

For the City:

9-20-23
Date

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: THE CLEVELAND POLICE, CIVILIAN BARGAINING UNIT EMPLOYEE ORGANIZATION, and, THE CITY OF CLEVELAND, EMPLOYER.	}	Case No(s): 2024-MED-12-1411

FILING OF THE COLLECTIVE BARGAINING AGREEMENT
AND CONTRACT DATA SUMMARY SHEET

Pursuant to Board Rule 4117-09-07, the City of Cleveland hereby files the Collective Bargaining Agreement and Contract Data Summary Sheet executed between the parties in the above captioned case(s).

Respectfully Submitted

Tanya Williams Sample

Tanya Williams Sample
Attorney for Employer
Kastner Westman & Wilkins LLC
3550 West Market Street, Suite 100
Akron, OH 44333

cc: Keith Wolgamuth, KRWolg@aol.com
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