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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

THE CLEVELAND POLICE PATROLMEN'S ASSOCIATION
(C.P.P.A.)

PATROL OFFICER BARGAINING UNIT

Effective April 1, 2025 through March 31, 2028

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PURPOSE

This Contract sets forth the basic terms of agreement between the City of Cleveland, hereinafter referred to as the "City," and the Cleveland Police Patrolmen's Association, hereinafter referred to as "CPPA," regarding employment of employees in the CPPA bargaining unit for the purpose of assuring that the operation and services of the City of Cleveland will be conducted efficiently and effectively.

WITNESSETH

The parties acknowledge that during the negotiations and/or interest arbitration which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. If an agreement is reached between the CPPA and the City, any such supplemental agreement shall be in writing and subject to the prior approval of the Executive Board of the CPPA and the City or their respective designated representatives.

ARTICLE 1
RECOGNITION

(1) City of Cleveland hereby recognizes that the Cleveland Police Patrolmen's Association is the sole and exclusive bargaining agent for all persons employed in the rank of

Patrol Officer and/or Trainees by the City of Cleveland, Division of Police, Department of Public Safety, for the purpose of bargaining with respect to wages, hours of work, and other conditions of employment. The City shall not negotiate with any other employee organization concerning bargaining rights for the classifications of Patrol Officer and/or Trainees. (The City will recognize a separate exclusive unit of Radio Dispatchers).

ARTICLE 2
CHECK-OFF

(2) The City will deduct regular initiation fees, monthly dues and yearly increases from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided, that:

(a) An employee shall have the right to revoke such authorization by giving written notice to the City and Union during the month of March of any year or upon expiration of this Contract and only after signing the Union withdrawal form and submitting a copy to the Union.

(b) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization as set forth in Section (a) above, or upon transfer to a job classification outside the bargaining unit.

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

(d) The City will not make any deductions for dues and/or initiation fees for any employee organization, except as is provided by court orders in effect on the day of execution of this agreement.

(e) The Union must provide the City with at least thirty (30) days advance notice of any change in any voluntary contribution amounts.

ARTICLE 3
MANAGEMENT RIGHTS

(3) Except as expressly limited by the terms of this Contract, any and all rights concerned with the management of the Division of Police are the exclusive and sole responsibility of the employer. It is further recognized that the City has the right to:

(a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards 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 governmental operations;

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

(e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;

(f) Determine the adequacy of the work force;

(g) Determine the overall mission of the City as a unit of government;

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

(i) Privatize or subcontract services consistent with the attached settlement agreement;

(j) Effectively and efficiently manage the work force; and,

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

(4) 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 CPPA 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 Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 4
EMPLOYEE RIGHTS AND REGULATIONS

(5)(a) The City recognizes the right of patrol officers to be free to join the CPPA, to file grievances, to give testimony in grievance proceedings, and to hold office in the organization. Therefore, the City agrees that there shall be no discrimination, interference, restraints, coercion, or reprisal by the City, or any agent thereof, against any patrol officer because of CPPA membership or because of any lawful activity in an official activity in an official capacity on behalf of CPPA.

(b) The City and the CPPA hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or disability.

(c) The City recognizes the right of the CPPA to select local officers and alternates to represent the employees on grievances arising under the Contract. A local officer or alternate, shall be permitted to investigate and process a grievance within his own location as provided in the Grievance Procedure during his working hours without loss of regular (straight-time) pay, such activity taking into consideration and with proper regard for the department's operational needs and requirements. Within the time limits set forth in the Grievance Procedure, meetings shall be scheduled at times mutually convenient and acceptable to the City and the CPPA.

(d) Two additional members of the CPPA Bargaining Committee shall be granted time away from duty, without loss of straight-time pay or benefits, in order to attend negotiation sessions related to a successor collective bargaining agreement. The Union may request additional time away from duty for these two members, without loss of straight-time pay or benefits, for the purpose of preparing for the negotiation sessions. Such requests shall not be unreasonably denied.

(e) The CPPA shall provide the City an updated list of its officers and Bargaining Committee members.

ARTICLE 5
BULLETIN BOARDS

(6) The City agrees to provide the CPPA with locked and glass enclosed bulletin boards at mutually selected locations, but not less than one per district, and the Justice Center, provided that:

(a) All notices and materials posted on the bulletin boards must be signed by the President or the First or Second Vice President of the CPPA and must pertain to organization business.

(b) No notice of a political or personal nature directed toward an institution or other City employee may be posted.

(c) Upon request from the Safety Director or the Assistant Safety Director, the CPPA shall remove any notice or other material which the City believes violates Paragraphs (a) or (b) herein.

ARTICLE 6
LISTING OF NEW EMPLOYEES, RULES AND ORDERS. PERSONAL SERVICE RECORDS

(7) The City will furnish the CPPA with a list of all new employees with the Division of Police indicating their starting date of employment. Upon the employees' completion of the training period, the City will furnish the CPPA with a list of the duty assignments of new employees.

(8) All rules, special orders, general police orders, permanent transfers and details shall be issued in written form and a copy shall be sent to the CPPA no later than the date of issue, or the next day if necessary. All permanent transfers, unless of an emergency nature, shall be issued to the patrol officers transferred at least seven (7) calendar days, before such transfers are to take effect.

(9) Operational needs allowing, a patrol officer, upon reasonable request and during normal business hours, shall be permitted to review and obtain copies of their personal service record. For the purpose of this Contract, the personal service record of a patrol officer shall include attendance records and evaluations, his medical bureau records including any medical evaluations, disciplinary hearings and charges, letters of reprimand and letters of commendation. Officers shall also be able to review and make copies of their Early Intervention Program (Blue Team) records.

Verbal Counselings and Letters of Reinstruction are not considered to be discipline, and such shall be identified on the document when issued. By signing the document, the officer is only acknowledging that they have read, received, and understand it, but the signature shall not be construed as an admission of guilt.

Verbal disciplinary warnings and disciplinary written reprimands shall not be used for progressive discipline purposes after one (1) year from the date the discipline was administered, and disciplinary suspensions shall not be used for progressive discipline purposes after three (3) years from the date the discipline was administered.

(10) Whenever the City produces documents pursuant to a public records request, the Union shall be provided a copy of all documents provided. The City shall provide said copies to the Union at the same time said records are provided to the requestor.

ARTICLE 7
BILL OF RIGHTS

(11) Bargaining unit members shall be entitled to the following rights:

(a) A bargaining unit member who is interviewed as a suspect or a witness in an investigation shall be advised of the nature of the investigation prior to such questioning, and shall be advised in writing as to the disposition of such investigation.

(b) Before an interview, a bargaining unit member will be given the opportunity to view their WCS video relevant to the investigation unless the questioning is subject to a FIT investigation.

(c) Interviewing of a bargaining unit member in the course of an investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. Interview sessions shall be for reasonable periods of time and time shall be provided

for rest periods and attendance to physical necessities. A copy of any recording, transcript or written statement made pursuant to an investigation (such as a Form-1 statement) shall be provided to the patrol officer immediately following such questioning or interviewing unless it is a part of a criminal investigation.

(d) The bargaining unit member's home address and photograph shall not be given to the press or news media without the member's express consent, subject to the public records laws of Ohio. Videotape will redact images of Officer faces to the extent required by Ohio law. If any of the aforementioned are leaked to the media, it will not negate the department's right to proceed with the matter at hand.

(e) Complaints against a bargaining unit member, when designated to be unfounded, shall not be included in his personnel file, and shall not be used in any subsequent disciplinary proceeding or in making bidding or promotion decisions.

(f) Before a bargaining unit member may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he shall be advised that such conduct may be the basis for such a charge.

(g) Evidence obtained in the course of an investigation through the use of administrative pressure, threats, coercion, or promises, shall not be admissible in any subsequent criminal action.

(h) In a criminal investigation, interview, or interrogation, the bargaining unit member shall be provided the same constitutional and statutory safeguards afforded to all citizens.

(i) In the event that a formal disciplinary hearing is held, the bargaining unit member shall have the right to request the presence of legal counsel and/or one representative from the union and the attorney and/or representative shall have the right of cross-examination.

(j) The representative for the City and the representative for a bargaining unit member who has been charged with disciplinary rules violations, or the bargaining unit member himself, if not represented, shall provide each other, prior to commencement of disciplinary hearings, with a list of all persons who will testify at the hearing, and shall provide an opportunity to review any written, factual statements concerning the subject matter of the hearing; provided, that such disclosure will not compromise any criminal or internal investigation or compromise a promise of confidentiality previously given to such witness. The City shall provide the CPPA and the bargaining unit member, prior to hearing, with copies of his own written statements or reports regarding the matter that is the subject of the hearing. Failure to comply with the terms of this provision will not affect the validity of any discipline imposed. Both parties agree that they will have a reasonable postponement of the hearing to exchange the information, subject to the above restrictions on disclosure.

(k) If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at the Labor Relations Manager's level of Step 3-A.

(l) In such cases where the administrative investigation is initiated without a citizens' complaint, and the investigation could not lead to criminal charges, administrative charges shall not be brought later than one (1) year after the date within which the City had knowledge of the alleged violation. If the administrative charges are not brought within one (1) year, the accused member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action. The CPPA may grant additional time for good cause shown. The CPPA will not unreasonably deny requests for extensions.

When a member is accused of a Group I policy violation identified during an O.P.S. or internal investigation that was not the subject of the original citizen complaint or investigation, the member does not have current discipline or non-disciplinary corrective action, and mitigating factors outweigh any aggravating factors or there are no aggravating factors there shall be a presumption that the member will only be subjected to the corrective action of a non-disciplinary letter of reinstruction for the alleged violation. The presumption may be rebutted by evidence demonstrating aggravating factors outweigh any mitigating factors. In the absence of such rebuttal, the member may waive a hearing and accept the non-disciplinary letter of reinstruction as acknowledged and warning of the violation.

(m) When a citizen complaint is filed more than six (6) months after the date of the alleged event, and the complaint could not lead to a criminal charge, the accused bargaining unit member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action for that complaint. Copies of any written or recorded complaints or the summary of an oral complaint prepared by a representative of the City shall be provided to the bargaining unit member and Union, with an opportunity to review same, before the member is asked to respond.

(n) When a bargaining unit member requests Union representation with respect to disciplinary action against him, he shall be permitted to call one of the officers detailed to full-time Union duty.

(o) If an officer is placed on restricted duty after being charged with a non-violent misdemeanor, the officer shall be returned to full duty within sixty (60) calendar days (subject to any applicable disciplinary suspension) following final disposition of the criminal case. The intent of this paragraph is to return the officer to full duty as soon as he or she is legally able

to do so and all restrictions are removed. Any violation of this section can be immediately grieved to Step 3 (Human Resources), who must respond within seven (7) calendar days.

(p) If an officer is identified by a prosecutor as having sustained findings of dishonesty, lack of candor, or bias, the Chief will forward the notification of same to the Union and the officer within fourteen (14) days of receipt of the notice.

ARTICLE 8
LABOR MANAGEMENT COMMITTEE

(12) The Director of Public Safety shall chair a Labor Management Committee composed of two (2) representatives selected by the CPPA and two (2) representatives selected by the Director of Public Safety, one of whom shall be the Chief of Police or his designee. This Committee shall meet on the call of the Director of Public Safety but at least once every three (3) months, and the Committee will also meet within ten (10) days of any written request of the CPPA for a meeting, if such special requests have been no more frequent than once every four (4) months.

ARTICLE 9
PRIOR RULES AND ORDERS

(13) The City agrees that as of the date of the execution of this Contract, any orders, rules or regulations issued by the City which are in conflict with any part of this Contract, are of no force and effect.

ARTICLE 10
HOURS. OVERTIME, COURT-TIME, COMPENSATORY TIME, LUNCH BREAK

(14)(a) Work Schedule for Basic Patrol and Specialized Units

Basic Patrol consists of an A, B, and C platoon. A Platoon works an eight (8) hour shift while B and C Platoons work ten (10) hour shifts.

The following range of start times for all officers assigned to zone cars in the Basic Patrol shall be as follows:

A Platoon – 0600 to 0900

B Platoon – 1400 to 1700

C Platoon – 1900 to 2200

In circumstances involving assignments to "early" or "late" cars in the basic patrol, the City shall have the right to adjust shift start times within these parameters based on operational needs.

The City may schedule patrol officers assigned to office/administrative assignments one (1) hour prior to the above-defined start-time ranges.

For officers assigned to the "support units" within the Districts (Detective Unit, Community Services Unit, Vice Unit, and District Traffic Unit), and the specialized units, the City shall establish the starting times. The starting times for those units may only be changed (and changed back) once every thirty (30) days with not less than seven (7) days' notice, unless the circumstances necessitating the change did not afford the City adequate advance notice. For any additional change (and change back) to starting times within a thirty-day period, the City shall provide no less than seven (7) days advance notice. The City and officer(s) may mutually agree to variations to these parameters. Failure to comply with these start-time parameters shall result in the Officer being given three (3) hours of non-FLSA compensatory time.

For changes to starting times within the above-identified parameters for basic patrol, but not involving the aforementioned "early/late" change in start times, the City may change starting times affecting a member once every sixty (60) days with no less than seven (7) days advance notice.

Failure to comply with these start-time parameters shall result in the officer being allocated one (1) "plus 4" (four (4) hours at time and one-half (1-1/2) compensation).

(14)(b) V-Days and Pay Periods for Officers Assigned to 8-Hour and 10-Hour Shifts

Any regularly scheduled day off (V-Day) worked by an employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate.

Salary compensation will be for 2,080 hours worked in each calendar year.

Employees shall receive one twenty-sixth ($1/26^{th}$) of their annual salary every two (2) weeks.

Officers assigned to eight-hour shifts shall have 105 scheduled vacation days (V-days) off every calendar year and 106 scheduled V-days off during a leap year.

Officers assigned to ten-hour shifts shall have 157 scheduled V-days off every calendar year and 158 scheduled V-days off during a leap year.

The adjustment of V-days at the end of each calendar year will be maintained for both eight and ten hour shifts.

Employees assigned to eight (8) hour shifts will have the following work-day to off-day cycle:

1. 6 days on 2 days off = 8 days
2. 6 on 2 off = 8 days
3. 6 on 2 off = 8 days
4. 6 on 2 off = 8 days
5. 6 on 3 off = 9 days
6. 5 on 3 off = 8 days, cycle starts over

Employees assigned to ten (10) hour shifts will have the following work-day to off-day cycle:

1. 4 days on 4 days off = 8 days
2. 5 on 3 off = 8 days
3. 5 on 3 off = 8 days
4. 5 on 3 off = 8 days
5. 5 on 4 off = 9 days
6. 4 on 4 off = 8 days, cycle starts over

These cycles must be implemented in a fashion that is consistent with the workweek overtime limitations identified in the FLSA and which does not create built-in overtime.

(c) Shift Bids. Shift bids will be one time every November 1st for the next calendar year. The shift bids go into effect on or about January 1st of the following year. Shift bids will be based on seniority.

(d) Work and Lunch Breaks. The work day for the employees shall consist of eight (8) hours of work or ten (10) hours of work with a designated starting and quitting time. Each employee shall be entitled to one (1) thirty (30) minute break for lunch during each eight (8) hour shift, one forty-five (45) minute break during each ten-hour shift, and a fifteen (15) minute break for each four (4) hours of work thereafter that is contiguous to his shift. The breaks listed above will be taken at a time consistent with the operational needs of the Department and no patrol officer may take a break until properly relieved. Where a patrol officer has requested and not received the thirty (30) minute or forty-five (45) minute lunch break during an eight hour or ten-hour shift, that officer shall receive thirty (30) minutes of straight time compensation. Also, where an officer has requested and not received the fifteen (15) minute break for each four hours worked

thereafter that is contiguous to his shift, that officer shall receive fifteen (15) minutes of straight time compensation.

(e) Overtime. The City shall be the sole judge of the necessity for overtime. The hourly rate for overtime and other premium compensation shall be computed by dividing the employee's annual salary by two thousand eighty hours (2,080) per year. For employees assigned to a seven (7) day work period, all hours in excess of forty (40) hours in a work period shall be compensated at the rate of one and one-half (1-1/2) times the employees hourly rate. For all employees assigned to an eight (8) day work period, all hours in excess of forty-eight (48) hours will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of eight (8) hours per day for employees assigned to eight-hour shifts shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of ten (10) hours per day for employees assigned to ten-hour shifts shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All paid holiday hours falling on a regularly scheduled shift and paid vacation hours shall be considered hours actually worked for the purpose of determining overtime. Paid sick leave and compensatory time off shall not be counted for the purpose of determining overtime. There shall be no pyramiding of overtime or other premium pay compensation, and overtime shall be computed on the basis of whatever total overtime hours are greater for the week, either on a daily or weekly basis, but not both.

The City may require mandatory overtime. The City (police supervision) shall first request officers from the whole shift, and then the District. The City may also request officers City-wide where, in the City's judgment, such is operationally practicable. In the event of an inadequate number of volunteers, the City shall first mandate officers who are working on their

first day following their return from their V-Days. The City will then mandate an officer(s) to work the overtime, initiating the process through reverse seniority and then by mandating on a rotating basis. An officer shall not be mandated to work more than 16 hours in a 24 hour period, unless the officer is involved in, or processing an arrest (or similar duty for which non-completion would create operational hardship), or a City-wide emergency exists. The City will institute a process with the objective of providing as much advance notice to the officer as is practicable under the particular circumstances underlying the need for mandatory overtime.

Failure to comply with these parameters shall result in the officer being allocated one "plus 2" (two (2) hours at time and one-half (1-1/2)) compensation.

(f) Call-In Pay. An employee required to report to work for reasons other than court appearances, prosecutor reviews, matters involving the City Law department or other court related or judicially related matter, when the time required is not contiguous to his/her scheduled time of work, then the employee shall be guaranteed a minimum of four hours work, compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

(g) An employee called for jury duty shall be determined to be on a tour of duty and will be compensated for the jury duty. To be eligible for such pay, the employee must:

(i) present verification of his/her call to jury duty; and,

(ii) surrender the compensation received from the Court for jury duty to the City Treasurer.

(h) The granting of overtime for phone calls or any other communication received while off-duty shall be governed by the nature and length of the communication. No compensable overtime is due if the communication is a result of an officer's error or oversight. This would include an officer's failure to return car keys or other equipment to its proper location.

Overtime for communications received while off-duty are compensable only if the communication is relating to a Division of Police matter, from a prosecutor or from a supervisor with the commander's permission. A communication is compensable only to the extent that the communication is at least 15 minutes in duration. Communications that are 15 to 30 minutes in duration shall be compensated at 30 minutes at premium pay, 31 to 60 minutes at 1 hour of premium pay and going forward in increments of one-half hour.

(i) Off-Duty Arrest Pay. Any officer who makes an off-duty arrest, not including arrests which are made while engaged in private security work, shall receive a minimum of three (3) hours of pay at time and one-half. The arresting officer shall be responsible for completing all required paper work.

(j) COURT TIME.

(i) EXTENDED TOUR. When an employee is present at a court appearance, prosecutor review, or another court-related matter, beyond the normal quitting time of his or her regular shift or of an extended tour, the employee will be paid the overtime rate of pay for the actual time worked in excess of the employee's normal shift or extended tour as provided in paragraph (g) above.

(ii) OUTSIDE REGULAR SCHEDULE. When an employee is scheduled to appear for a court appearance, prosecutor review, or other court-related matter at a time that does not fall within the employee's tour of duty, and neither the Extended Tour paragraph above, nor the Late Start Platoons paragraph below applies, the employee shall be paid for a minimum of three (3) hours work at one and one-half (1 ½) times the regular hourly rate.

(iii) LATE START PLATOONS. An employee whose regularly scheduled hours of work begin at or after 1800 hours and who is required to make a court

appearance, prosecutor review or other court appearance on a day on which the employee completed a tour of duty shall be guaranteed pay for a minimum of four (4) hours of work at one and one-half (1 ½) times the regular hourly rate.

(iv) Tours of duty shall not be scheduled early or otherwise adjusted or modified for the purpose of avoiding payment of a particular court-related matter pursuant to this paragraph (l).

(k) Holiday Pay. Employees who work on holidays shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate on the following basis: Twelve (12) hours of straight time compensation for each eight (8) hour holiday shift actually worked and fifteen (15) hours of straight time compensation for each ten (10) hour shift actually worked. Employees not working on a holiday shall receive eight (8) hours of straight time compensation. However, effective January 1, 2011, employees assigned to 10-hour shifts who actually use their floating PH days shall receive ten (10) hours of compensation for each floating PH day used. All other banked holidays and banked floating holidays will continue to be paid at eight (8) hours.

(l) Marksmanship Compensatory Time Award. Members will receive compensation upon achieving a specified degree of proficiency with each of their Department issued weapons – handgun and patrol rifle (if issued). There are three (3) levels of proficiency with the first level marksman, being satisfactorily performed by meeting the State of Ohio standards set forth in R.C. 109.801. Thereafter, the proficiency levels of Sharpshooter and Expert will be based upon current standards of proficiency of the Cleveland Police Academy as required by the office of the Chief of Police.

PROFICIENCY COMPENSATION

Marksman	Two days	(16 hours) of compensation
Sharpshooter	Three days	(24 hours) of compensation
Expert	Four days	(32 hours) of compensation

The City shall maintain the current practice of providing ammunition for primary weapons. In addition, the City shall provide ammunition for the yearly qualification for state certification of secondary weapons up to a maximum annual cost of fifty thousand dollars ($50,000).

(m) Compensatory Time Off. Requests to use any accrued compensatory time shall be granted in accordance with the following minimum requirements:

- Seven percent (7%) of the personnel assigned to the administrative unit as reflected in the daily duty assignments report (form C of C 1-2108) shall be granted compensatory time off upon request. Sick leave taken in excess of 7% of these daily duty assignments shall be deducted on a one for one basis from this minimum for the next day. Bridge days are not subject to this cancellation provision. Employees on HDI or ODI will not be counted in the application of this formula. (For example, 45 officers assigned to Shift A equals three (3) guaranteed compensatory days off if there are three (3) or less officers off on sick time, not including those officers on HDI/ODI. However, if four (4) officers are off on sick time, not including those officers on HDI/ODI, the Division may cancel one (1) guaranteed compensatory day off on the next day.
- When determining the percentage of allowable compensatory days off, the total shall be naturally rounded to the nearest whole number (i.e.: x.499 and less rounded down; x.500 and above rounded up).

- Requests for compensatory time under this formula shall be given priority as follows:
  a. Bridge Days
  b. Family Days
  c. Compensatory Minus 8's/10's
- Other than cancellations due to the 7% sick leave formula, granted compensatory time off may only be cancelled for the same conditions under which furlough may be cancelled.
- Personal Holidays are not compensatory time and will be granted pursuant to Article 13 of the CBA.
- At management's discretion, additional compensatory days off may be granted.

(n) Family Day. Employees may request a day off for graduation, wedding or religious ceremony or similar family event, and will give at least thirty (30) days written notice of said request to the Department. Such day off shall be granted in accordance with paragraph (m) above and employees shall use their accumulated compensatory time for the day off. Each employee shall be limited to two (2) Family Days per calendar year.

(o) Voluntary Compensatory Time Buy Out. The City shall budget $250,000.00 in each calendar year covered by this Contract, for employees to cash out their accumulated compensatory time under a formula to be agreed upon between the City and the Union.

(p) Method of Compensation. Overtime resulting from hours worked in excess of forty hours in a seven (7) day work period and forty-eight (48) hours in an eight (8) day work period is, however, subject to the overtime provisions of the Fair Labor Standards Act. Premium

pay (time and one-half) shall be paid in cash for any overtime earned for working extended tours, worked V-days (WDO's), worked furlough days (WFD's), call in pay, X-time, overnight stays, court time and at-home calls compensable under Paragraph 15(h).

The City may compensate by either cash or compensatory time on a uniform basis for all members of the bargaining unit for the following circumstances:

- Missed lunches (No Lunch pay)
- Holiday pay
- Field Training Officer pay (FTO pay)
- Training pay
- Marksmanship award
- Furlough conversion
- V-day conversion
- Personal Holiday conversion
- Marching time

In those circumstances where employees are eligible to earn compensatory time, the City's election of the payment of compensatory time or cash shall be done no more often than quarterly (every three months).

The City reserves the right to buy down part or all of the compensatory time of the employees, provided that this election may only be done on a uniform basis for all members of the bargaining unit. Any payments made from the compensatory time bank shall be paid at the officer's current rate of pay at the time of such payment or at the rate of pay, pursuant to Article 14, at the time of separation from employment.

ARTICLE 11
FURLOUGH

(15) All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as follows:

Years of Service	Vacation
After 1 year	80 hours
After 5 years	120 hours
After 12 years	160 hours
After 22 years	200 hours

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 obtains the rank of Patrol Officer IV or, per Article 25, a higher rank. Employees who have not obtained the Patrol Officer IV or higher rank may not convert these eighty (80) hours to cash payment upon separation.

There will be fifty-two (52), one-week furlough periods, scheduled during each calendar year. One week of furlough is defined as forty (40) hours. Furloughs will be selected on a seniority basis. Patrol Officers may take their earned furlough by selecting consecutive furlough weeks or by selecting separate one-week furlough periods. There will be an even distribution of personnel among the fifty-two (52) furlough periods. The same number of patrol officers shall be on furlough during each of the furlough periods unless mathematically impossible. In the latter event, the rule shall be maintained as ideally as possible.

The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations established by the Office of Personnel Administration and the CPPA:

(a) Any employee who has completed one (1) year of continuous employment by December 31, of the previous year, shall receive eighty (80) hours vacation.

(b) Any employee who has completed less than one (1) year of continuous employment by December 31, of the previous year, shall receive one (1) work day off for each month worked prior to December 31, of the previous year, but not to exceed two (2) weeks. New employees whose starting day is prior to the sixteenth (16th) of the month shall be credited with one (1) day of vacation for that month.

(c) Any employee who has completed five (5) years of continuous employment by December 31 of the previous year, shall receive one hundred and twenty hours of vacation.

(d) Any employee who has completed twelve (12) years of continuous employment by December 31, of the previous year, shall receive one hundred and sixty hours of vacation.

(e) Any employee who has completed twenty-two (22) years of continuous employment by December 31, of the previous year, shall receive two hundred hours of vacation.

(f) For vacation purposes, an employee's continuous years of service are defined as the period of time during which the employee has been employed in municipal or state government service as a sworn peace officer, including government service outside the City, including authorized paid leaves of absence. For employees who are hired into the Division of Police with prior City or other government service as set forth above, limitations on the use of vacation during initial training and probation periods apply.

(g) Time in authorized leave of absence (off payroll) shall be deducted for purposes of computing the amount of employment.

(h) 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 vacation leave at the rate for which he is eligible based on length of service as follows:

Less than five (5) years service	1 day per month, not to exceed two (2) weeks
Five (5) years, but less than twelve (12) years service	1-1/2 days per month, not to exceed three (3) weeks
Twelve (12) years, but less than twenty-two (22) years service	2 days per month, not to exceed four (4) weeks
Twenty-two (22) years service	2-1/2 days per month, not to exceed five (5) weeks

(i) An employee may use any vacation leave earned prior to December 31, of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31, of that year, except in the year in which employee terminates his employment.

(j) Bridge Days. Subject to Paragraph 15(o), upon request, employees on eight-hour shifts shall be granted up to two (2) bridge days per furlough week, deducted from compensatory time, which must be used between a vacation day and a furlough day to "bridge" the time off. Upon request, employees on ten-hour shifts shall be granted up to one (1) bridge day per furlough week under the same conditions as for the eight-hour employees.

ARTICLE 12
SICK LEAVE, CONTAGIOUS DISEASE,
FUNERAL, MATERNITY, MILITARY

(16) Sick Leave. For all purposes of Sick Leave a work day is defined as an eight (8) hour day or a ten (10) hour day.

(a) Accrual of Leave. All regular full-time employees of the bargaining unit shall be credited with Sick Leave at the rate of ten (10) hours per month or one hundred-twenty (120) hours per year. Unused Sick Leave shall be cumulative and available for future use. Sick Leave accumulation shall be unlimited for full-time patrol officers from and after May 1, 1973.

An employee who voluntarily leaves the service of the City and is off the payroll for ninety (90) days or more loses any Sick Leave which he may have accrued during the time of his employment. Should such employee be rehired within ninety (90) calendar days he shall receive a credit for any Sick Leave which he previously accrued.

(b) Conditions of Sick Leave.

(i) Patrol Officers shall not be paid Sick Leave unless they notify their supervising officer at least one (1) hour before the employee's scheduled starting time on the first day of the absence on account of sickness.

(ii) The City may require a written statement from the employee justifying the request for paid Sick Leave and/or a certificate from a qualified medical practitioner verifying the nature of the claimed sickness or injury provided that such a medical certification must be submitted for any sickness or injury extending beyond three (3) days. The validity of all medical excuses and certifications are subject to review by the City and if refused by the City, the matter shall be subject to the Grievance Procedure. Falsification of either a written signed

statement, request for Sick Leave pay, or a qualified medical practitioner's certificate shall be grounds for disciplinary action including dismissal.

(iii) The Police Division will not require a patrol officer to obtain a release from a City-designated medical professional to return to duty if the sick leave absence is three (3) days or less during the previous fifty-two (52) weeks, provided that the Police Division may notify a patrol officer that he or she will be required to report to the City-designated medical professional after a day of sick leave at any time. Employees who report to the City-designated medical professional consistent with applicable rules, but are not seen by a doctor or designee, will not be charged sick time for that day.

(iv) If the CPPA bargaining unit absentee ratio is maintained at four percent (4%) or less for a continuous six (6) month period, then employees who are absent on sick leave for ten (10) days or less during the previous fifty-two (52) weeks will not be required to obtain a medical release from the City-designated medical professional prior to returning to duty. The City will calculate the absentee ratio for each six (6) month period and give the CPPA the results. This provision shall become inapplicable if the absentee ratio exceeds four percent (4%) over a six (6) month period and the stricter provision of (iii) above shall apply. The City may require an employee to justify any claimed sickness or illness and to be examined by the City-designated medical professional and a medical examination must be obtained in all cases for a sickness or illness extending beyond three (3) days. In the event of any on-duty or off-duty injury resulting in time lost from work, an employee must receive a medical examination by the City-designated medical professional before returning to work.

(v) Sick Leave with pay shall be granted only for (1) actual sickness or injury, (2) confinement by reason of a contagious disease, (3) visit to a doctor or dentist for medical or dental care, or (4) serious illness of a member of the employee's immediate family (emergency).

(vi) Sick Leave with pay shall not be granted for any sickness resulting from moral turpitude, intoxication or use of narcotics, except that Sick Leave will be granted for treatment or rehabilitation as approved by the City-designated medical professional on the same basis as granted for any other illness. Moreover, employees are prohibited from engaging in strenuous or physical secondary employment (e.g. private security, physical labor) while on a sick leave.

(vii) New employees will accumulate Sick Leave credit, but cannot use Sick Leave until the satisfactory completion of the initial probationary period of ninety (90) days.

(viii) The policy of restricting officers to their homes during periods of extended recuperation is rescinded. Any officer affected by the rescission of this policy shall be granted a release from the recuperation restriction upon appearing before a City-designated medical professional for a medical evaluation of their injury or illness. The City-designated medical professional shall devise a release form for use in this process. This policy shall not apply to any officer who strikes off on the sick list for short term recuperative periods in cases where the officer has had a history of sick leave usage suggesting a pattern of abuse or where the officer is suspected of engaging in secondary employment while on sick leave.

(ix) A patrol officer shall have an opportunity to present an explanation challenging any claim of suspected sick leave abuse. Any unresolved disputes shall be subject to the grievance procedure.

(17) The City reserves the right to implement a no-fault attendance policy pursuant to the following procedure. The City will first notify the Union not less than thirty (30) days before implementing such a policy and negotiate in good faith with the Union regarding the policy. If the parties are unable to reach agreement, the Union reserves the right to file for arbitration with American Arbitration Association within fourteen (14) days of a written declaration of impasse. Each party shall present a proposal before the arbitrator, with the arbitrator selecting one or the other proposal based on his/her assessment of which proposal is the most reasonable. The arbitrator's decision must be rendered within thirty (30) days of the hearing date(s) and within sixty (60) days of his/her appointment, unless mutually agreed otherwise. If the Union does not timely file for arbitration following a declaration of impasse, the City may implement its last proposed policy. The City will not implement any policy until the Arbitrator renders a decision and will implement the policy selected by the Arbitrator. The City may modify the policy after one (1) year following implementation. If the City desires to modify the policy it must first provide the Union with no less than thirty (30) days' notice and negotiate in good faith with the Union regarding its intended modifications. In the absence of an agreement, the City may not modify the policy unless it establishes a demonstrable operational need.

(18) Sick Time Donation. An employee who is suffering from a serious medical condition as defined by the FMLA; who has exhausted all of his/her sick, furlough, compensatory and holiday time; and who is not on any step of the sick-abuse policy, may submit a written request for sick leave donations from other sworn police officers.

In response to a request for sick leave from an eligible employee, an employee may donate, in writing, sick leave up to a maximum of one hundred and forty-four (144) hours. Donating

employees must have a minimum balance of one hundred and forty-four (144) hours of sick leave immediately following the donation.

The CPPA will indemnify and hold the City harmless from any action emanating from sick leave donations.

(19) Contagious Disease. In the event a patrol officer is found to have been exposed to an active infectious disease in the course or scope of his employment, the City shall inform the officer of such exposure as soon as the City acquires such knowledge and will bear the cost of medical treatment and/or prevention for the officer and members of the officer's family so exposed. The City shall grant medical leave to such an officer under the provisions of "Hazardous Duty Injury."

(20) Funeral Leave. Patrol Officers shall be allowed time off for the planning and attending of a funeral or memorial service for immediate family members as follows:

a. Up to five (5) consecutive days' absence (including scheduled work days and scheduled days off) for funerals occurring inside Ohio.
b. Up to seven (7) consecutive days' absence (including scheduled work days and scheduled days off) for funerals occurring outside Ohio.

For purposes of this Paragraph, "immediate family" is defined as: father; father-in-law; mother; mother-in-law; brother, sister, husband, spouse, grandfather, grandmother; son-in-law; daughter-in-law; grandchild; or child of an Officer or an Officer's spouse.

(21) Family and Medical Leave Act. As appropriate, the City will designate an employee's use of paid and unpaid time as family medical leave consistent with the Family Medical Leave Act and with current City sick leave and leave of absence policies.

(22) Military Leave. Employees who are members of the Ohio organized militia, as defined in O.R.C. § 5923.01, or members of other reserve components of the armed forces of the

United States, including the Ohio national guard, are entitled to a leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with Cleveland Codified Ordinance Section 171.57.

ARTICLE 13
HOLIDAYS

(23) 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 Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Independence Day

Employees are entitled to two (2) floating holidays in each calendar year which will be given to the employee at his request and upon giving five (5) days notice to the Department. If the operating needs of the Department cannot be met because there are more than one request for a specific day, one officer per shift shall be granted the floating holiday and all other requests will be honored in accordance with seniority under the limitations in Article 10, Section (m).

Ten-hour employees using their floating holidays will be paid for ten (10) hours for each floating holiday used. All other "banked" holidays and "banked" floating holidays will continue to be paid at eight (8) hours.

Officers who are not scheduled to work on a designated City holiday will receive 10 hours of non-FLSA compensatory time.

To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receives pay) on the last regular work day before and the first regular work day after the holiday unless absent because of bona fide illness or injury or funeral leave, but in no case shall an

Employee receive holiday pay if he receives no pay during the holiday week (regardless of the cause of absence).

If a holiday falls on a patrol officer's regularly scheduled work day, but his unit is scheduled to close on such holiday, the patrol officer shall be offered an opportunity to work in another unit which is not scheduled to close.

ARTICLE 14
PRE-RETIREMENT BENEFITS

(24) A Patrol Officer shall receive the following treatment on certain fringe benefits during the last five (5) years prior to retirement if the Patrol Officer designates such five (5) year period at about the time of the furlough selection. It is understood that a Patrol Officer may only designate one such five (5) year period. However, with the approval of the Chief, Patrol Officers will be permitted to enjoy termination benefits beyond the designated five (5) year period. Such approval shall not be unreasonably denied.

(a) All overtime shall be paid in accordance with contract specifications for overtime worked and shall be included in the Patrol Officer's pay period in which such overtime is worked.

(b) Holiday pay shall be paid to the Patrol Officer in the pay period in which the holiday falls. If the holiday falls during the Patrol Officer's furlough, one (1) extra day's pay will be added to the pay period. If the Patrol Officer works on the holiday, he/she shall receive full premium pay in the same pay period.

(c) After twenty (20) years of service, a Patrol Officer, 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 Patrol Officer exercises this option, no compensatory

time may be used by the officer as vacation time off during the work period that this option is exercised.

(25) Retirement. A patrol officer who retires is eligible and shall be compensated accordingly for all of his accumulated overtime, compensatory time and holiday time due at the time of termination at his current rate of pay. He shall also be compensated for any unused furlough time, including any pro rata furlough pay due for the current year at his current rate of pay. Upon retirement, a patrol officer shall have the right to convert his accumulated sick leave into a cash bonus at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate shall be set by the same thirty-six (36) month average used under the Ohio Police and Fire Pension Fund.

(26) Resignation. A patrol officer who resigns is eligible and shall be compensated accordingly for all of his accumulated overtime, compensatory time, holiday time, and accumulated furlough time, including pro rata of pay.

(27) Gun Purchase for Retirees. A member of the bargaining unit who has twenty-three (23) years of service in the department and has reached the age of forty-six (46), may purchase his/her .9 mm handgun at the agreed upon fair market value. Said purchase may be made via cash or deducted from the member's annual clothing allowance.

(28) Demise. Upon the demise of a patrol officer his estate shall be eligible for all of the benefits listed under Retirement. Such compensation will be made upon written request by the Executor or other duly authorized person handling the estate.

(29) Layoff. A patrol officer who is laid off shall be compensated for all unused compensatory time, overtime, holiday time and furlough time, including pro rata furlough for the current year, at his current rate of pay.

(30) Dismissal. The same schedule of compensation applies as in Resignation, with the exception of pro rata furlough.

ARTICLE 15
LONGEVITY PAY

(31) Patrol Officers shall be compensated for longevity tenure according to the following schedule:

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

ARTICLE 16
UNIFORM ALLOWANCE

(32) Each patrol officer, with more than one (1) year of seniority, shall receive an annual uniform clothing allowance of four hundred dollars ($400.00). Effective in calendar year 2026, this payment will be four hundred and fifty dollars ($450.00). Distribution of this allowance will be on or about July 1, and otherwise in accordance with present procedures. Employees who will achieve seven (7) or more years of employment as a police officer (including time in the academy) in the year the election is made, shall, at the employee's option, be paid this annual uniform allowance in cash. This cash distribution shall be paid on or before March 1. The City shall provide an initial allocation of uniforms to cadets as determined by the City.

The City shall assume all costs in excess of one hundred dollars ($100.00) for new, individual uniform items which are mandatory requirements for duty and which exceed that amount.

(33) In addition to the above, each patrol officer shall receive an annual eight hundred dollar ($800.00) maintenance allowance payable on March 1, of each year. Effective in calendar year 2026, this payment will be eight hundred and fifty dollars ($850.00).

ARTICLE 17
INSURANCE

(34) 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. The CPPA agrees that its President will participate in a city-wide Management-Labor committee to examine the health coverage contracts in effect providing health benefits and to explore ways to reduce the costs of health benefits to the City and to consider alternative ways to provide the health benefits for City employees.

(35) Health Care Benefits. The City will maintain the health insurance benefits as summarized in the attached Medical Insurance Plan Design (Exhibit G).

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

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

Single – 19% of premium (non-wellness); 15% of premium (wellness)

Family – 18% of premium (non-wellness); 14% of premium (wellness)

The City reserves the right to add additional coverage tiers.

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

"Premium" for employee contributions is defined as the cost or the fully-insured equivalent-rate of hospitalization, prescription drugs, vision and dental.

The City will continue to provide the opportunity to enroll in any available alternative hospitalization/medical plans.

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

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

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

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

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
Employee Premiums (including Rx, dental and vision coverage)	6%	5%	10%	9%

The City reserves the right to add additional coverage tiers.

Employees electing to satisfy the "wellness" requirements shall be eligible for the reduced premium contributions, wherein the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either

through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

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

The screening shall also require a blood sample to measure:

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

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

The City reserves the right to implement a smoking-cessation incentive policy.

(36) Life Insurance. During the term of this Contract, the City shall provide all members with Group Insurance in the amount of a minimum of twenty-five thousand dollars ($25,000.00).

(37) Dental Insurance. The City shall continue to provide all members with a dental insurance package which shall include orthodontist benefits. The benefit package and the insurance carrier shall be subject to approval of the City and the Union.

(38) Vision Insurance. The City shall provide a vision insurance plan for employees.

(39) Upon request, the City shall identify the premiums upon which premium contributions are based, as well as the methodology used to calculate them.

ARTICLE 18
PARKING RIGHTS

(40) The patrol officers of the CPPA bargaining unit who are regularly employed at the Justice Center and City Hall shall continue to be entitled to Parking Privileges at the Willard Park Garage as long as such garage is open. If the City institutes a monthly parking fee for all City employees, and the monthly parking fee exceeds twenty-five dollars ($25.00), the excess will be paid out of the Safety Forces Budget. Officers requested for Court testimony or similar short-time official City business will continue to be given free parking.

(41) CPPA members shall get free parking if other City Hall employees get free parking.

(42) Employees who can be identified and who fail to pay tickets/fines on City vehicles, authorize the City to deduct the amount of the fines from their pay once all administrative appeal process(s), if applicable, have been exhausted.

ARTICLE 19
ASSIGNMENTS AND TRANSFERS

(43) Effective upon execution of this Contract and excluding those basic patrol officers who are listed as being on light or restricted duty, all First Class Patrol Officers shall be eligible for assignment and transfer in accordance with the following procedures:

Terms used in this contract are defined as follows:

(a) Basic Patrol are those patrol officers assigned to a District whose assignment is to patrol a zone or sector, either in a vehicle or on foot.

(b) Seniority is the date of employment in the Police Department or the date of re-employment in such cases.

(c) Transfers from one district to another district or from a specialized unit to a district shall be considered interdistrict transfers. Interdistrict transfers shall be made only into the basic patrol section of a district.

(44) The following procedure applies to interdistrict transfers.

(a) An officer desiring an interdistrict transfer shall submit a Form 1 written request, indicating the district to which a transfer is sought. Nothing contained herein shall preclude a patrol officer, who would otherwise qualify, from waiving his/her right to bid. Such waiver will not affect his/her written bid for future assignments open to the bidding process.

(b) When the Chief of Police, or his designee determines that a vacancy exists in a district, the vacancy shall be posted in each district and the Justice Center for a ten (10) day period prior to filling the vacancy.

(c) The Chief of Police, or his designee, shall fill one-half (½) of such interdistrict vacancies without regard to seniority, and the remaining one-half (½) of such interdistrict transfers shall be filled by transferring the First Class Patrol Officer(s) with the most seniority desiring such transfers. If there are an insufficient number of officers requesting a transfer, the Chief of Police will fill any remaining vacancies.

(45) The following procedures apply to assignments within each District.

The District Commander, or his designee, will transfer patrol officers to District non-basic patrol vacancies in accordance with the following bid procedure:

(a) The District Commander shall post a list of the minimum qualifications and objective criteria to be considered and required in filling the positions. The posting requirement shall be for each separate unit and no two or more units shall be merged in one posting. The officer with the most seniority who meets the minimum qualifications, as determined by the District

Commander, or his designee, will be detailed to the position for a trial period of one hundred-twenty (120) days. One-half (½) of all Detective Unit vacancies, one-half (½) of all Traffic Car vacancies, one-half (½) of all Downtown Services Unit vacancies, and one-half (½) of all Community Services Unit vacancies shall be transferred by seniority. For the duration of this Agreement, one-third (⅓) of all Vice Unit transfers shall be transferred by seniority. And all other vacancies in the District shall be filled by selection of the District Commander. The posting shall identify whether the next vacancy to be filled is a District Commander selection or a seniority-based selection. For the Vice Unit, the posting shall identify such for the next two vacancies.

(b) The selected bidder will be detailed for a trial period of one hundred-twenty (120) days. If prior to the end of the one hundred twenty (120) days the patrol officer does not like the new assignment, he may voluntarily return to his original tour of duty. In such case, the officer shall be returned within thirty (30) days of the request. If during the one hundred-twenty (120) days the District Commander or his designee determines that the patrol officer is not performing satisfactorily, he will be called in not later than the sixtieth (60^{th}) day of the trial period and any shortcomings then known will be explained to the patrol officer. If at the end of the one hundred-twentieth (120^{th}) day, in the opinion of the District Commander or his designee, or his designated representative, the patrol officer is still not performing satisfactorily, the patrol officer may be returned to his original tour of duty.

(c) It is agreed that the first time a patrol officer bids and is returned to his original assignment, the patrol officer shall have no recourse to the Grievance Procedure. If, however, a patrol officer is rejected for a permanent assignment after being detailed for a trial period on a subsequent bid, he may appeal the decision through the grievance/arbitration procedure and such rejection must be for good and sufficient cause, provided that no arbitrator shall have

power to substitute his or her judgment for the professional judgment of the District Commander as to whether the patrol officer has the qualities and performance level required for successful and efficient police work in a particular assignment.

(d) Concurrent with the posting of positions required by this paragraph, the City shall provide a copy to the Union.

(46) The Chief of Police, or his designee, shall assign patrol officers to vacancies in accordance with the following bid procedure:

(a) The Chief of Police shall post a list of the minimum qualifications and objective criteria to be considered and required in filling the position. This posting requirement shall be for each separate unit and no two or more units shall be merged in one posting. The Chief of Police may transfer or assign patrol officers to one-half (½) of the vacancies without regard to seniority, except that the Chief of Police may fill all vacancies in the Narcotics and the Organized Crime-Intelligence Units, and two-thirds (2/3) of the vacancies in the Homicide, Sex Crimes, and Domestic Violence Units without regard to seniority. With respect to the other one-half (½) of the vacancies, the officer with the most seniority who meets the minimum qualifications, as determined by the Chief of Police, or his designee, will be given priority for the position. The posting shall identify whether the next vacancy to be filled is a Chief selection or a seniority selection. For the Homicide, Sex Crimes, and Domestic Violence Units, the posting shall identify such for the next two vacancies.

(b) The selected bidder will be assigned for a trial period of one hundred twenty (120) days. If prior to the end of the one hundred twenty (120) days the patrol officer does not like the new assignment, he may voluntarily return to his original tour of duty. If during the one hundred-twenty (120) days the Chief of Police or his designee, determines that the patrol officer

is not performing satisfactorily, he will be called in not later than the sixtieth (60th) day of the trial period and any shortcomings will be explained to the patrol officer. If at the end of the one hundred twentieth (120th) day, in the opinion of the Police Chief or his designee, or his designated representative, the patrol officer is still not performing satisfactorily, the patrol officer may be returned to his original tour of duty.

(c) It is agreed that the first time a patrol officer bids and is returned to his original position, the patrol officer shall have no recourse to the Grievance Procedure. If, however, a patrol officer is rejected for a permanent assignment after being assigned for a trial period on a subsequent bid, he may appeal the decision through the grievance/arbitration procedure and such rejection must be for good and sufficient cause, provided that no arbitrator shall have power to substitute his or her judgment for the professional judgment of the Chief of Police as to whether the patrol officer has the qualities and performance level required for successful and efficient police work in a particular assignment.

(d) Administrative positions and assignments to the Mayor's staff, the Safety Director's staff, City Council, and the Chief's staff may be selected by the Chief of Police without using the above bid procedure.

(47) Involuntary transfers out of a district or unit shall be made on the same seniority basis that applies to transfers into the district or unit. If a patrol officer is involuntarily transferred, and requests the reason for such transfer, the reason will be given by the Department within five (5) working days of the date of transfer.

(48) DETAILS. Any detail shall be limited to one hundred-twenty (120) days per officer to a particular assignment during a rolling twelve (12) month period, and if they extend beyond that period the officer will be returned to his/her previous assignment and the assignment shall be

posted via an anticipated assignment. At or before the inception of any new detail, the City shall notify the CPPA President, in writing, of all details under this provision. This provision is not to affect the special details to the Mayor's office and to the President of City Council and shall not limit the periodic details to the Personnel Unit for the purpose of conducting background checks or to the Training Section to fill a need for specific certifications or other skills not generally available. Upon mutual and written agreement of the parties, the limitations provided for in this provision may be extended.

(49) No employee shall be assigned/transferred to a unit/platoon where another immediate family member (as defined in funeral leave provision/GPO) is assigned and the possibility exists that the family member would have direct or indirect management oversight over that employee. The Chief or his designee and one representative from the Union will meet to discuss the transfer of personnel who are assigned in violation of this provision.

(49-A) Personnel demoted from supervisory ranks shall be assigned to Basic Patrol.

ARTICLE 20
HAZARDOUS DUTY INJURY

(50) The policy of the Division of Police, Department of Public Safety, City of Cleveland regarding "Hazardous Duty Injury" is as follows:

(a) Because of the hazardous nature of active police duty, days lost by a patrol officer herein defined, due to a hazardous duty injury, shall not affect normal biweekly salary, holiday, accumulated overtime, accumulated furlough time, and vacation days. Nor shall an officer be deprived of any other benefit because of hazardous duty injury so determined by the Safety Director and any time lost due to such injuries shall not affect the formula for sick leave

conversion at the time of retirement. In addition, officers on Hazardous Duty Injury will continue to accrue all benefit time except sick leave.

In responding to an injury that may qualify for HDI, the Safety Director shall determine whether the request for HDI has been approved or denied and shall notify the officer of the decision within forty-five (45) calendar days from the date the officer submits his/her Form-1 and all other required documentation to his/her supervisor. If the officer is not notified by the Safety Director within forty-five (45) calendar days, and is still on leave, the officer will be placed on administrative leave beginning with the 46th day until the determination is made or the officer returns to duty. If the HDI is ultimately approved, the administrative leave shall be converted to HDI.

(b) "Hazardous duty injury" is defined as injury resulting from active police duty, either on or off regular tours of duty; such duty limited to the pursuit, apprehension or attempted apprehension of suspects; where the officer is actively engaged in overseeing vehicular accidents (including disabled vehicles) or directing the vehicular traffic; or any other injury determined by the City to be the result of a hazardous-type circumstance. Employees injured while performing work in the service of another employer are not eligible for hazardous duty pay and benefits. However, injuries incurred consistent with the above definition by an officer responding to criminal activity unrelated to the secondary employment, provided a supervisor is timely notified of the injury, shall fall within the definition of "hazardous duty injury."

(c) It is mutually agreed that a patrol officer is prohibited from engaging in or accepting secondary employment during the period of time in which the provisions of the above paragraph are in effect.

(d) Injuries which are incurred on regular tours of duty while patrol officers are engaged in supportive duty or engaged in work which is incidental to active police duty are compensable through the Ohio Bureau of Workers' Compensation.

(e) Any dispute arising out of the interpretation or application of this policy is subject to the Grievance Procedure.

(f) The City may require periodic examinations to determine the continued extent of incapacity. After an employee has been on hazardous duty injury status for six (6) months, a complete medical diagnosis report shall be made by a physician designated by the City as to when the employee can return to normal duty. In making such diagnosis, the physician designated by the City shall review all medical records of the employee, and any reports of the employee's own physician(s) regarding his medical condition. If the employee will never be able to return to normal duty, then application will then be made for a disability retirement pension.

(g) While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Chief may, at his or her option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible employee may be assigned. The assignment of said employees is the sole responsibility of the City based upon the Medical Bureau's examination results.

(h) An employee may not remain on Hazardous Duty Injury (HDI) leave in excess of one (1) year. Aggravating a prior HDI injury shall not entitle the employee to a new one-year maximum period. Upon request from the member, the City, within its sole discretion, may extend HDI leave up to an additional ninety (90) calendar days.

ARTICLE 21
GRIEVANCE PROCEDURE

(51) It is mutually agreed that the prompt presentation and settling of grievances is to the benefit of both the City of Cleveland and the members of the bargaining unit. Discipline shall fall under the grievance procedure and shall be based upon internal investigation within the Department of Public Safety. The discipline or termination of an employee prior to graduation from the cadet academy training and being sworn in as a police officer shall not be subject to the grievance procedure.

(52) The term "grievance" shall mean any dispute arising out of or connected with the subject matter of this Contract or the interpretation, application or enforcement of any of its terms. Disciplinary grievances may be filed either at the level at which the decision, discipline or action being grieved was made or at the step above that level. All grievances must be reduced to writing, signed by a Union representative and submitted within fourteen (14) calendar days after the event or knowledge of the event giving rise to the grievance. All grievances shall set forth the appropriate facts, the specific provision(s) of the agreement which were allegedly violated, and the requested remedy or relief.

Step 1. Chief of Police. Within ten (10) calendar days following receipt of a grievance the Chief of Police or his/her designee shall meet with the President of the Union or his/her designee to discuss the grievance. The Chief shall respond to the grievance in writing within ten (10) days following the meeting.

Step 2. Safety Director. If the grievance is not satisfactorily settled at Step 1 the Union may, within fourteen (14) calendar days after receipt of the Step 1 answer, appeal in writing to the Safety Director. The Director or his designee, which may include representatives of the

Department of Personnel, shall meet with the Union President, or designee, within twenty (20) calendar days after the grievance is appealed to or initially filed with the Director. The Safety Director, or designee, shall provide the Union with a written answer within twenty (20) calendar days and will institute any other appropriate procedures or hearings as required by the City Charter and applicable law.

Step 3. Department of Human Resources. If the grievance is not satisfactorily settled at Step 2 then the Union may, within fourteen (14) calendar days after the Step 2 answer, appeal said grievance with all lower-level history to the Department of Human Resources for review. Failure to so attach the history will result in suspension of the answer date until the history is provided. A written answer to the grievance shall be provided to the Union within thirty (30) calendar days after the grievance is appealed to or initially filed with the Director of the Department of Human Resources or his/her designee.

Step 4. Arbitration. If any grievance is not satisfactorily settled, the Union, and only the Union, may submit the matter to arbitration either by:

a. Within thirty (30) calendar days after the receipt of the Step 3 answer, providing notice to the Law Director of its intent to demand arbitration and its desire to meet and discuss resolution of the grievance, which shall not delay the filing of a demand with the American Arbitration Association more than thirty (30) calendar days from the date notice is given to the Law Director; or

b. Immediately initiating arbitration by filing with the American Arbitration Association within thirty (30) calendar days after the receipt of the Step 3 answer. The Union shall notify the American Arbitration Association and the City at the same time of its intent to appeal the grievance. The arbitrators shall be chosen in accordance with the rules of the American

Arbitration Association. Further, the aggrieved member, his representative, and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions and in reaching his decision, the arbitrator shall have no authority (1) to add or subtract from or modify in any way any of the provisions of this Contract; (2) to pass upon issues governed by law, (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Expedited Arbitration. In the event the grievance concerns an issue in which a delay will cause harm (such as a grievance concerning scheduling issues, transfer issues, etc.), the Union and the City may mutually agree to file for Expedited Arbitration in accordance with the Expedited Arbitration Rules of the American Arbitration Association.

The Grievance Procedure set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and a member (or members), and all decisions of arbitrators shall be final, conclusive, and binding on the City, the Union, and the members. A grievance may be withdrawn by the Union at any time and the withdrawal of such grievance shall not be prejudicial to the filing of future grievances, even if on the same subject matter.

"Policy grievances" are grievances concerning contract interpretation which may involve more than one employee.

The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding. Failure by the Union to timely process any grievance in accordance with these terms shall render the grievance void and/or a nullity and it shall not be arbitrable. Any grievance not timely processed by the City at any of the preceding steps may be placed by the Union in the next Step.

In an effort to reduce the number of grievances proceeding to arbitration and promote bargaining between the parties, the following applies: If the parties proceed to arbitration under this provision, the loser of said grievance shall pay the arbitrator's fees. If an arbitration award provides for "mixed relief" then the parties shall split the arbitration fees and arbitration costs. An example would be a disciplinary suspension upheld but reduced.

ARTICLE 22
BINDING ARBITRATION OF IMPASSE ISSUES

(53) Not less than ninety (90) days before the expiration of this Contract and any re-opener provided herein the City and the CPPA shall begin negotiation and shall negotiate for a period of at least sixty (60) days. After sixty (60) days either party can demand final and binding arbitration, by written notice to the other, of all issues on which they are at impasse in accordance with the following procedures:

(a) The parties shall select an arbitrator by the strike-off method from a list of seven (7) furnished by the American Arbitration Association.

(b) The parties shall mutually agree upon the date on which their final offer on each issue which is at impasse will be presented to the arbitrator, but in no event less than ten (10) calendar days prior to the first day of the hearing.

(c) The arbitrator may hold hearings, receive evidence or documentation, and call witnesses in accordance with the arbitration rules of the American Arbitration Association.

(d) After receiving whatever evidence the parties wish to submit, the arbitrator shall select the final offer of one (1) of the parties on each of the impasse issues and shall issue an award incorporating all of these selected final offers, without modification.

(e) In reaching its decision, the arbitrator shall give weight to the following factors:

(i) Past collectively bargained agreements, if any, between the parties;

(ii) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

(iii) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(iv) The lawful authority of the public employer;

(v) The stipulations of the parties;

(vi) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

(f) The parties shall split the expense of the arbitrator, and all other expenses of the arbitration proceeding, other than the expenses of their own witnesses and/or counsel.

ARTICLE 23
NO STRIKE - NO LOCKOUT

(54) The parties to this Contract, having provided for a grievance and arbitration procedure to settle all disputes between them during the term of the Contract, and, having further provided for the arbitration procedure to resolve any impasse issues arising from the next negotiation, hereby agree that:

(a) The CPPA 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, slowdown, walkout, concerted "sick" leave, mass resignation, work stoppage, picketing, job action or interference of any kind with any operation or operations of the City. Violations of this promise by any employee(s) shall be proper cause for discharge or other disciplinary action by the City.

(b) The CPPA and all of its officers or stewards (directors) shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation. In the event any violation occurs, the CPPA shall immediately notify all employees that the strike, slowdown, walkout, concerted "sick" leave, mass resignation, work stoppage, picketing, job action or interference of any kind with any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the CPPA. Furthermore, the CPPA shall also immediately advise all employees to return to work at once.

(c) The City shall not lock out any employees for the duration of this Contract.

ARTICLE 24
LEGALITY AND SEPARABILITY

(55) It is the intent of the City and the CPPA that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if there be a final determination by proper judicial authority that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the CPPA shall meet within thirty (30) days for the purpose of negotiating lawful alternative provisions.

ARTICLE 25
COMPENSATION

(56) Salaries. Retroactive to on or about April 1, 2025, there shall be a three percent (3.0%) wage increase. Effective on or about April 1, 2026, there shall be a three percent (3.0%) wage increase. Effective on or about April 1, 2027, there shall be a three percent (3.0%) wage increase. The hourly rate for Police Trainee is 83% of Patrol Officer IV rate of pay.

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The annual salary of all patrol officers for the periods indicated upon passage of the applicable ordinance, shall be as follows:

April 1, 2025 – 3.00%				
	Annual	**Bi-Weekly**	**Hourly**	**Overtime**
Patrol Officer I (Over 5 years)	$86,918.83	$3,343.03	$41.7879	$62.6819
Patrol Officer I (Under 5 years)	$77,424.53	$2,977.87	$37.2233	$55.8350
Patrol Officer II	$70,869.86	$2,725.76	$34.0720	$51.1080
Patrol Officer III	$68,481.52	$2,633.90	$32.9238	$49.3857
Patrol Officer IV	$64,530.83	$2,481.96	$31.0244	$46.5366
Trainee			$25.75	

April 1, 2026 – 3.00%				
	Annual	**Bi-Weekly**	**Hourly**	**Overtime**
Patrol Officer I (Over 5 years)	$89,526.39	$3,443.32	$43.0415	$64.5623
Patrol Officer I (Under 5 years)	$79,747.27	$3,067.20	$38.3400	$57.5100
Patrol Officer II	$72,995.96	$2,807.54	$35.0942	$52.6413
Patrol Officer III	$70,535.97	$2,712.92	$33.9115	$50.8673
Patrol Officer IV	$66,466.75	$2,556.41	$31.9552	$47.9328
Trainee			$26.52	

April 1, 2027 – 3.00%				
	Annual	**Bi-Weekly**	**Hourly**	**Overtime**
Patrol Officer I (Over 5 years)	$92,212.18	$3,546.62	$44.3328	$66.4992
Patrol Officer I (Under 5 years)	$82,139.69	$3,159.22	$39.4902	$59.2353
Patrol Officer II	$75,185.84	$2,891.76	$36.1470	$54.2205
Patrol Officer III	$72,652.05	$2,794.31	$34.9289	$52.3934
Patrol Officer IV	$68,460.75	$2,633.11	$32.9138	$49.3707
Trainee			$27.32	

(57) 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.

(58) a. Trainees. Trainees will be paid the training wage until they graduate and are sworn in as Police Officers. After they are sworn in, they shall attain the rank of Patrol Officer IV for the remainder of one year (fifty-two (52) total weeks).

After completion of the fifty-two (52) weeks provided for in this paragraph, progression through other ranks shall continue at one (1) year intervals in accordance with past practice.

Police Trainees will receive a signing bonus totaling up to $5,000 (subject to required withholdings), distributed as follows, and subject to the terms of any required training cost reimbursement agreement executed with the City:

1) $1,000 as part of the Police Trainee's first paycheck after starting at the Cleveland Police Academy;

2) $1,000 within 30 days of being sworn in as a Police Officer; and

3) $3,000 within 30 days of successful completion of the six (6) month probationary period following swearing in.

b. Wage Placement of Trainees Who Become Sworn Police Officers:

1) A Police Trainee who holds a Bachelor's degree or higher academic degree from an accredited college or university at the time of hire and provides documentation of such degree will attain the rank of Patrol Officer III upon being sworn in as a Police Officer and will remain in that rank for the remainder of one year (52 total weeks); progression through other ranks shall continue at one (1) year intervals in accordance with past practice.

2) A Police Trainee who has served on active duty in the Armed Forces of the United States for 180 consecutive days or more prior to the date of hire and provides Proof of Active Service Form DD 214 including the length of such service and stating that the Police Trainee has received an honorable discharge or separation or a general discharge under honorable conditions will attain the rank of Patrol Officer III upon being sworn in as a Police Officer and will remain in that rank for the remainder of one year (52 total weeks); thereafter progression through other ranks shall continue at one (1) year intervals in accordance with past practice.

3) A Police Trainee who has received OPOTA certification prior to the date of hire and provides documentation of such certification will receive payment for the cost of the OPOTA certification course (class and textbooks only) upon being sworn in as a Police Officer and successfully completing the six (6) month probationary period following swearing in.

c. Officers Previously Employed with the Cleveland Division of Police. An Officer who was previously employed as a Patrol Officer by the Cleveland Division of Police and subsequently applies for re-employment within twelve (12) months of the date he or she left employment with the Division and is re-hired as a Patrol Officer will be returned to the pay scale step at which and the amount of seniority accrued when he or she left employment with the Division if the Officer 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 Officer has maintained Ohio Peace Officer certification in good standing;.
2) The Officer has been employed with a governmental law enforcement agency as a Peace Officer or law enforcement Officer; and
3) The Officer 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 Officer formerly employed with the Department or assign re-hired Officers to any specific duties upon re-hire.

(59) Employees not on the active payroll at the time the contract is ratified or a conciliator's award is issued are not entitled to retroactive payments of wages or other monetary benefits.

(60) Shift Differential. All employees shall receive an hourly shift differential of thirty-five cents (35¢) or forty-seven cents (47¢) per hour worked as follows:

For purposes of determining the appropriate Shift Differential and Court premium pay only, the "starting time" listed at/during the below times shall designate the applicable premium rate for employees:

From 0500 hours (5:00 a.m.) to 1159 hours (11:59 a.m.) – no shift differential

From 1200 hours (12 noon) to 1759 hours (5:59 p.m.) - 35¢ / hour shift differential

From 1800 hours (6:00 p.m.) to 0459 hours (4:59 a.m.) - 47¢ / hour shift differential

(61) Field Training Officers. Patrol Officers designated to act as Field Training Officers shall, as a minimum requirement, be in the rank of Patrol Officer I or Patrol Officer II, and if

assigned to an eight (8) hour shift shall be entitled to receive an additional one and one-half (1-1/2) hours of compensation for days in which they act in that capacity. Patrol Officers assigned to a ten (10) hour shift shall receive an additional two (2) hours of compensation for days in which they act in that capacity. The Chief of Police or his designee, shall fill the FTO assignments per management discretion. However, employees cannot be mandated to become certified as an FTO. Moreover, an officer who is not certified as an FTO will not be assigned to serve as an FTO where there is a certified FTO working and available on that shift within the District, or where a non-certified volunteer FTO is working and available on that shift within the District.

(62) SR Cars. The City shall have the right to make reasonable and safe use of SR car assignments as set forth in Exhibits A and B of this Agreement and the Special Protocol Letter in the Addenda.

ARTICLE 26
PENSION "PICK UP" PAYMENTS

(63) Within a reasonable period from the ratification of this Contract, the City shall "pick up" and pay the members' contribution to the Ohio Police and Fire Pension Fund. The members' gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Ohio Police and Fire Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Contract. The City's contribution to the Ohio Police and Fire Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

ARTICLE 27
LEGAL REPRESENTATION OF OFFICERS

(64) The City shall provide the legal defense of, shall assume the litigation costs for, and shall indemnify any officer in any civil action or civil claim for any judgment or settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the officer was acting within the course and scope of his duties as an officer, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties;

(b) The Director of Law has good cause to believe that the officer or employee acted with malicious purpose, or in bad faith at the time of the alleged act or omission or thereafter, or in a wanton and reckless manner;

(c) The Director of Law has good cause to believe that the officer was performing services for another employer at the time the incident allegedly occurred;

(d) The civil claim, action or proceeding, including disciplinary proceedings, was brought by, or at the request of, the City or any of its officials, against the officer;

(e) The officer fails to comply with the conditions of his defense as prescribed herein; or

(f) A final judgment against the officer includes punitive or exemplary damages, in which case the City shall, at the election of the officer continue to represent the officer in all proceedings subsequent to trial; but, should the final judgment include punitive or exemplary damages, the City shall not provide indemnification for those damages; nor shall the City provide indemnification for claimant's attorney's fees which are based solely on an award of punitive or exemplary damages against the officer; however, by separate ordinance, Council may, at its

discretion, expressly authorize payment of such punitive or exemplary damages or claimant's attorney's fees.

If any of the foregoing (a) through (e) apply, the officer shall not be entitled to either a defense or to indemnification provided by or at expense to the City, except as specified in paragraph 67.

(65) The continuing duty of the City to defend or indemnify the officer under this Contract shall be conditioned upon:

(a) Delivery by the officer to the Director of Law a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within seven (7) days after the officer is served with such document;

(b) The continuing full cooperation of the officer in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal.

(66) Other than as specified above, the officer shall be entitled to be represented by the Department of Law unless the Director of Law determines prior to or during the pendency of a civil lawsuit that a potential conflict of interest could result, or that it is in the best interests of the officer, City of Cleveland, or -- in a case with multiple defendants -- any other defendant, that the officer be represented by counsel other than the Director of Law or any of its Assistants. In such case, the Director of Law may elect to tender the defense of the officer to private counsel selected by the Director of Law upon such conditions and attorney's fees as the Director of Law deems appropriate in the particular case. In such case, the City will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an officer represented

by private counsel shall be subject to all limits upon indemnification of an officer represented by the Department of Law.

(67) If the Director of Law elects to decline representation and/or indemnification of an officer under the circumstances described in 64(a) through 64(e), then the Union may challenge that decision through arbitration, by submitting such request to the American Arbitration Association ("AAA") within fourteen (14) days of the Director's notification. AAA shall issue a panel of seven (7) arbitrators and the arbitrator shall be selected by the parties through the alternate-strike method. The hearing shall be completed within thirty (30) days of the arbitrator's selection, and the decision shall be rendered within sixty (60) days of the hearing. Arbitration shall be the sole means of challenging a decision by the Director of Law declining representation and/or indemnification, and is intended to supersede the provisions of O.R.C. § 2744.07

(68) The total amount of indemnification to which the City is obligated to pay on behalf of one or more officer defendants or potential defendants arising out of a transaction or occurrence, which is the subject matter of allegations against the officer and/or co-defendants, shall be limited to the lower of either One Million Dollars ($1,000,000.00), or the amount of any deductible, self-insured retention, or uninsured primary level, under any policy of insurance paid by the City which provides coverage for the transaction or occurrence.

(69) These provisions for defense and indemnification shall not be construed to impair, alter, limit, or modify the rights and obligations of the City or any officer under any policy of insurance. Nor shall the benefits of these provisions be construed to affect, alter, or repeal any section of the Workers' Compensation Law.

(70) These provisions shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the City or officer or any

other benefit provided by law to the City or officer. The benefits of these provisions shall apply whether or not the officer is sued in an individual or representative capacity and whether or not the officer is still employed by the City; provided, however, that the acts of the officer complained of must have been committed during the course of and as a result of his employment by the City.

(71) An officer may at any time elect, at his own expense, to be represented by private counsel selected by the officer in lieu of representation by the Director of Law, or counsel selected by the Director; however, by electing to be represented by such private counsel, the officer waives all right to a defense and indemnification by or at the expense of the City under this Contract.

(72) The City shall indemnify the defense costs (in accordance with the limitations below) of an officer prosecuted and not found guilty of a violation of City, State, or Federal law, arising out of an alleged act or omission which occurred or allegedly occurred while the officer was acting within the course and scope of his/her duties as an officer. The City's defense obligations shall be subject to the conditions and limitations set forth in this Article. The City shall not be obligated to pay defense fees in excess of the following amounts:

Murder – Homicide	$10,000
Other major felonies	7,500
Minor Felonies	5,000
Misdemeanors	2,500

ARTICLE 28
SUSPENSIONS FROM DUTY

(73) The Chief of Police may suspend an officer for ten (10) days or less for disciplinary reasons. If the Chief recommends a greater penalty, then the Director of Public Safety will hear the disciplinary charge filed against the officer and render the disciplinary penalty, if any. The Director of Public Safety shall hear such matters as soon as practicable following their filing. Any

suspension in excess of ten (10) days may be appealed to the Grievance Procedure beginning at Step 3-A.

In addition to the Chief, a Deputy Chief can conduct a pre-disciplinary hearing and make recommendations to the Chief regarding discipline up to and including a ten (10) day suspension.

A disciplinary suspension shall be administered as eight (8) hours for each day of suspension. However, an officer working a ten (10) hour shift who receives a disciplinary suspension and who will be suspended for fewer than ten (10) hours on a shift, shall use compensatory time to account for the remaining hours in that shift. If the officer does not have sufficient compensatory time, the officer shall be required to work the hours.

(74) In the event that administrative charges are brought against an officer and such charges arise out of the same facts and circumstances which are also the subject of a criminal indictment or criminal complaint pending against the officer, then the following procedures shall apply:

(a) If the criminal indictment or criminal complaint alleges a misdemeanor offense, then the officer can be reassigned pending resolution of the criminal charges.

(b) If the criminal indictment or criminal complaint alleges a felony offense then the officer shall be relieved of duty without pay and the administrative hearing continued pending resolution of the criminal charges. If the criminal indictment or criminal complaint is reduced to a misdemeanor offense, then section (a) above shall apply. The officer shall continue to participate in any health care benefits offered by the City, and may draw upon his accumulated compensatory time during the period of continuance. As soon as practicable following resolution of the criminal charges, the administrative hearing shall be reconvened and the administrative

charges disposed of. If the administrative charges are not sustained, then the officer shall be returned to duty and made whole.

(75) Nothing in this article shall be construed as precluding the preference and hearing of administrative charges alleging violation of the Civil Services rules or the manual of rules and regulations of the Division of Police, even though such administrative charges may arise out of the same facts and circumstances which are the subject of a criminal proceeding.

(76) In the event that administrative charges are filed against an officer and such charges do not give rise to a criminal indictment, then the charges shall be disposed of within ninety (90) days of their filing, unless extended by mutual agreement; otherwise the charges shall be automatically dismissed.

ARTICLE 29
MILEAGE

(77) When a patrol officer is required to use his personal automobile for a SWAT call-up, a Hostage call-up, for the Bomb Squad, for the shooting team, or other City-related business consistent with IRS regulations, the City shall reimburse the officer at the IRS rate.

ARTICLE 30
EDUCATION INCENTIVE

(78) Employees will be provided the opportunity to have part or all of their tuition reimbursed for successful completion of approved educational courses in the area of career enhancement. Money for such reimbursement will be provided from the Law Enforcement Trust Funds at the annual rate of 2% of the yearly revenues of those funds.

ARTICLE 31
CONTRACT DURATION

(79) This Contract shall be effective from April 1 2025) or the date of a conciliator's award, and shall remain in full force and effect until March 31, 2028, or as amended or modified as hereinafter provided. Negotiations on the provisions of this Contract shall begin no later than ninety (90) days prior to March 31, 2028, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than December 1, 2027. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than three (3) months prior to the desired termination date which cannot be sooner than March 31, 2028.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 10th day of APRIL, 2025

THE CITY OF CLEVELAND

Mayor Justin M. Bibb

Mark D. Griffin, Chief Legal Officer

Matthew Cole,
Chief Human Resources Officer

THE CLEVELAND POLICE PATROLMEN'S ASSOCIATION

Andrew J. Gasiewski, President

David Kelley, 1st Vice President

Frank Garmback, 2nd Vice President

The sum of 0.00 Dollars required for this Contract was on April 14, 2025 and is at this date in the City Treasury or in process of collection, to the credit of 1001-01-001-6320 Fund and not appropriated for any other purpose.

Director of Finance

Commissioner of Accounts

Entered by _____
Appropriation Clerk

EXHIBIT A
AMENDMENT
TWELVE HOUR SHIFT AGREEMENT

In 2023, the City of Cleveland ("City") and the Cleveland Police Patrolmen's Association ("CPPA") (jointly, the "Parties") shared, and continue to share, the goal of improving retention of current Police Patrol Officers and enhancing recruitment of future additional Police Officers in the Cleveland Division of Police ("CDP"). The City and the CPPA share the further goal of implementing a system of CDP Police Officer deployment providing the best protection of and service to Citizens, reducing unscheduled Police Officer tours of duty, and offering Police Officers a more predictable work schedule.

After lengthy, frank, and highly cooperative negotiations, the City and the CPPA agreed to and enter into this Amendment to their 2022-2025 collective bargaining agreement ("Contract") which addresses their shared goals by increasing Police Officer compensation and implementing a more efficient and effective deployment system. In subsequent successor Contract negotiations, the Parties agreed to revise this Amendment to serve as ongoing terms for the operation of 12-hour shifts and the application of Contract terms as set forth herein.

Accordingly, the City and the CPPA agree to amend the Contract as follows:

I. Deployment to Enhance Service and Staffing:

On or about January 1, 2024, the City implemented 12-hour tours of duty for Police Officers assigned to Basic Patrol duties.

A. Principles Governing 12-Hour Tours of Duty:

1. 12-hour tours of duty do not include built-in overtime. The Parties adopt the Fair Labor Standards Act ("FLSA") regulations regarding the maximum hours standards for work periods for law enforcement officers (29 CFR 553.230) for the work cycles identified. The following hours will continue to be paid hours but will not be included as "hours worked" only for purposes of determining overtime under FLSA standards:
   a. Paid sick leave;
   b. Paid compensatory time off; and
   c. Paid meal or other breaks in excess of 30 consecutive minutes where an officer is relieved of duty but is required to monitor radio traffic and be able to respond if needed.
2. 12-hour tours of duty are comprised of approximately 2,184 straight time hours of scheduled work annually. The hourly and overtime rates for Officers assigned to 12-hour tours of duty will be computed on the basis of 2,080 annual hours of scheduled work.
3. Officers assigned to 12-hour tours of duty will receive non-FLSA compensatory straight-time time for every hour over eighty (80) worked in a pay period. "Hour worked" does not include compensatory time or sick leave taken during a pay period and will only include eight (8) of the twelve (12) hours paid on days when Officers are assigned to in-service training. "Hour worked" for purposes of this section does not include hours designated as overtime (i.e., hours over 12 in a day or 84 in a pay period or WDO).

4. 12-hour tours of duty are organized as follows:

- Squad A – with start times from 0600 to 0900
- Squad B – with start times from 0600 to 0900
- Squad C – with start times from 1800 to 2100
- Squad D – with start times from 1800 to 2100

*The City will have the right to adjust start times within these parameters based on operational need and in accordance with the notice provisions and restrictions of the Contract.

B. <u>12-Hour Tour of Duty Schedules</u>:

The implementation of 12-hour tours of duty will be according to the Pittman schedule as follows: Each Squad will work in accordance with the example schedule below (Squad identified on date is working, Squad not identified is off):

January - 2024						
M	**T**	**W**	**T**	**F**	**S**	**S**
1 Squad A Squad C	2 Squad A Squad C	3 Squad B Squad D	4 Squad B Squad D	5 Squad A Squad C	6 Squad A Squad C	7 Squad A Squad C
8 Squad B Squad D	9 Squad B Squad D	10 Squad A Squad C	11 Squad A Squad C	12 Squad B Squad D	13 Squad B Squad D	14 Squad B Squad D
15 Squad A Squad C	16 Squad A Squad C	17 Squad B Squad D	18 Squad B Squad D	19 Squad A Squad C	20 Squad A Squad C	21 Squad A Squad C
22 Squad B Squad D	23 Squad B Squad D	24 Squad A Squad C	25 Squad A Squad C	26 Squad B Squad D	27 Squad B Squad D	28 Squad B Squad D
29 Squad A Squad C	30 Squad A Squad C	31 Squad B Squad D				

The Pitman Schedule will operate in a fourteen (14) day work period and employees who have more than 86 hours of hours worked as defined in this Amendment will be paid overtime for those hours.

1. **Application of Other Contract Provisions:**

Contract provisions will operate as written and per practice for 12-hour tours of duty unless expressly addressed herein and as follows:

a. Article 11, Paragraph 15:

   i. Furloughs will be picked by 12-hour tour Squad according to current practice.

   ii. Furlough weeks will be counted as 40 hours per week.

b. Article 10, Paragraph 14(d): Meal periods will be one hour and will be paid per practice. Officers who are denied a meal period by management during a 12-hour tour of duty will be compensated with one hour of straight time pay for that tour of duty.

c. Article 10, Paragraph 14(e): Officers assigned to 12-hour tours of duty may only be mandated to work four hours in addition to a scheduled tour of duty (i.e., a maximum of 16 hours in any 24-hour period) unless the officer is involved in, or processing, an arrest (or similar duty for which non-completion would create operational hardship), or a City-wide emergency exists. All hours worked in excess of twelve (12) hours per day for employees assigned to twelve-hour tours of duty shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate.

d. Article 10, Paragraph 14(k):

   i. Officers 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.

ii. Officers 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.

iii. Officers who use a personal holiday will be compensated for a 12-hour tour of duty.

iv. Unused personal holidays will be banked at 8 hours of non-FLSA compensatory time per personal holiday.

v. Officers who are not scheduled to work on a designated City holiday will receive 12 hours of non-FLSA compensatory time.

e. Article 10, Paragraph 14(m): Compensatory time will be approved in accordance with Article 10, Paragraph 14(m) and the 7% standard for approval will be based on Squad staffing and otherwise in accordance with Paragraph 14(m).

f. Article 10, Paragraph 14(p): Premium pay (time and one-half) shall be paid in cash to Officers assigned to 12-hour tours of duty for any overtime earned for working extended tours, worked V-days (WDO's), worked furlough days (WFD's), call in pay, X-time, overnight stays, court time and at-home calls compensable under Paragraph 15(h).

g. Article 25, Paragraph 60: A $.47/hour shift differential will be paid to Officers assigned to Squad C and Squad D on 12-hour tours.

h. Article 25, Paragraph 61: Officers assigned to FTO duties on 12-hour tours of duty will receive an additional 2 ½ hours of non-FLSA compensatory time for days in which they act in that capacity.

i. Article 28, Paragraph 73: A disciplinary suspension shall be administered as 8 hours for each day of suspension. However, an Officer working a 12-hour tour of duty who receives a disciplinary suspension and who will be suspended for fewer than 12 hours on a tour of duty, may use compensatory time to account for the remaining hours in that tour of duty or may work the hours.

j. Article 12, Paragraph 16(b)(ix): Use of sick days adjacent to a scheduled V-Day will not be the sole basis for a determination of pattern sick leave abuse.

k. The basis for disciplinary action under the City's Sick/Absence Abuse Program for Officers assigned to 12-hour tours will be more than 48 hours of usage within a rolling calendar quarter. All other applicable policies not in conflict with the Contract shall remain in effect.

II. EVALUATION AND ADMINISTRATION OF 12-HOUR TOURS OF DUTY

A. The Parties will engage in regular communication regarding the operation and administration of 12-hour tours of duty.

B. If the Parties agree to implement 12-hour tour of duty schedules for specialized units it will be according to the terms of this Amendment.

C. Training days of fewer than 12 hours will be counted as a 12-hour tour of duty.

D. The City will allow Officers to exchange tours of duty subject to the following conditions:

1. Officers may voluntarily trade their regularly assigned tours of duty under the following conditions:

a. Officers wishing to trade their assigned tours of duty must complete a request form provided by the City and present it to their supervisor no later than 7 calendar days prior to the first trade date.

b. Officers may request tour of duty trades for periods of no fewer than a full, 12-hour tours of duty in the same pay period.

c. No tour of duty trade may involve more than two Officers or a single tour of duty trade.

d. Officers whose tour of duty trades are approved will be credited as if they had worked their normal work schedule for all purposes and tour of duty trades will not create overtime for any Officer.

2. An Officer who fails to report to work per an approved tour of duty trade or reports late is subject to discipline pursuant to City policies and is ineligible to take part in any tour of duty trades for 12 months, unless the failure to report or late report is due to documented use of sick leave.

3. If a regularly assigned tour of duty is uncovered due to a trading partner's failure to report or reporting late, the Officer who agreed to work but does not report or reports late for that tour of duty will be charged banked time for the number of hours uncovered during that tour of duty, unless the failure to report or late report is due to documented use of sick leave.

III. CONDITIONS GOVERNING THIS AMENDMENT:

A. This Amendment is not a reopener of the Contract and its terms are not subject to the collective bargaining dispute resolution provisions of Ohio Revised Code Chapter 4117.

B. This Amendment does not alter or amend the respective obligations and rights of the Parties under the Contract except as expressly set forth herein.

*This Amendment was revised during labor negotiations for the April 1, 2025 through March 31, 2028 Contract term and the Parties agree that it will be applied as revised to govern the operation of 12-hour shifts unless amended by mutual agreement of the Parties.

EXHIBIT B
SPECIAL PROTOCOL FOR OFFICERS ASSIGNED TO SR CARS

The following principles shall apply only to personnel working in zone cars staffed by less than two officers, and hereafter denominated as SR cars.

1. Dispatch of an SR car plus a backup is regarded as equivalent to the dispatch of a single zone car staffed by two (2) officers.

2. SR cars may be dispatched on any call for service where all available information indicates there is no inherent danger to the safety of the officers. Although not inclusive the following types of assignments shall not be assigned to SR cars.

   Crime in progress - suspect on the scene
   Hold up alarms
   Domestic violence - suspect on scene
   Fight in progress/ gang fight/ racial
   Large rowdy crowd
   Person with weapon
   Probate warrant execution
   Police officer in trouble

On calls for service where available information indicates an inherent danger to the officer, a backup unit shall be dispatched. A backup unit shall also be sent on any call upon the request of the primary unit or supervisor.

3. Under no circumstances shall an officer in an SR car stop a vehicle without notifying the dispatcher as to the location and license number of the vehicle, nor shall he leave the vehicle to check out persons or suspicious circumstances without giving the dispatcher his location.

4. It shall not be considered to be insubordination for an officer assigned to an SR car to decline to respond to a dispatch without backup where the officer has reasonable fear that responding without backup will subject the officer to personal danger greater than that inherent in the occupation. An officer so declining a dispatch shall advise the dispatcher and the officer's supervisor, shall prepare to respond and shall respond immediately upon the arrival of backup.

5. On any dispatch of an SR car plus backup, it shall not be considered to be insubordination or neglect of duty for the officer assigned to the SR car, prior to arriving at the scene or at the scene itself, to meet with the backup unit before taking any action that would subject the officer to risk of personal harm.

EXHIBIT C
FLEX SHIFTS

INTRODUCTION

In the last several years the Cleveland Police Department has taken steps to improve the efficiency and effectiveness of our patrol officers in responding to the calls for service from the citizens of Cleveland. The original implementation of the One-officer SR Car and the restructuring of the sizes of the various platoons have reflected steps to this goal. The next step in this process is the introduction of Flex Scheduling of hours to the Fourth Platoon. It is another step to improving the delivery of services to the public.

BACKGROUND

At present, we have a uniformed Fourth Platoon in each of the Six Patrol Districts. Historically, the 1st, 2nd, 4th, 5th and 6th Districts have had this platoon operate from 1900 hours (7:00 p.m.) to 0300 hours (3:00 a.m.) in the Winter months and 2000 hours (8:00 p.m.) to 0400 hours (4:00 a.m.) in the Summer months. The exception to this procedure has been the 3rd District which due to the large business district and relatively small number of dwellings has operated their extra platoon from 1000 (10:00 a.m.) to 2000 (8:00 p.m.).

The original intent of the 4th platoon is two-fold: first, to provide additional units in operation during the peak hour of calls for service, which usually occur late during 2nd platoon hours and early 3rd platoon hours; second, to overlap the shift change between 2nd and 3rd platoons, in order to maintain the level of units on the street during the shift change.

Flex Shifts is a proposal to maximize the amount of units in service during the period when the maximum number of calls are received. By analyzing which eight-hour tour can best cover the most service calls, we are placing our units where they are most needed. The flex shift starting times and assignments for the Fourth Platoon will be posted 7 days before the month's tour of duty

begins and such starting times may be different on the different days of the week so that the tours of duty will more efficiently and effectively handle the work load.

CRITERIA

There are several variables that have an important effect on our calls for service and which will have the same effect when we schedule starting times for the 4th platoon. Seasonal adjustments in scheduling in the Northern Ohio area are a necessity due to the extreme fluctuations of our weather. An example of this principle can be demonstrated when comparing the calls for service in the Winter to the Summer. Winter calls for service come more frequently from 1700 hours (5:00 p.m.) to 2200 hours (10:00 p.m.), while Summer peaks for calls for service come more frequently from 2000 hours (8:00 p.m.) to 0400 hours (4:00 a.m.).

Fluctuations in calls for service due to the weekend nights of Friday and Saturday is another consideration when scheduling Flex Shifts starting times. On these days, it would require later starting times in order to cover more of the workload extending into the 3rd platoon hours, which is projected to occur from past experience. However, in the same week schedule, Monday, Tuesday, Wednesday, and Thursday may require earlier starting times to best fit the service workload.

These reasons for fluctuations in starting times are not limited, but others may be considered due to police emergencies, unforeseen situations, and the increase in data with the new CAD system being proposed.

FIELD PLANNING UNIT

(IMPLEMENTATION)

The Field Planning Unit under the Deputy Chief of Field Operations shall conduct the statistical analysis required on calls for service to determine the most productive starting times for

the 4th Platoon. This process estimates the number of units required to handle the amount of assignments received to achieve a certain standard of selective proficiency. Flex shift starting times would be determined and approved prior to the implementation process and in advance of scheduling any 4th Platoon personnel. Input will be received from supervisory officers, patrol officers, and union representatives in connection with this Flex Shift project and be evaluated accordingly.

EXHIBIT D
ORGANIZATION OF THE 4th PLATOON

The parties agree that upon implementation of the ten-hour shifts for the B and C Platoons, the 4th Platoon for the basic patrol shall be eliminated. The elimination of the 4th Platoon shall have no application to shift differential/court time pay provisions in Article 26. However, in the event the ten-hour shifts are not maintained following the trial periods, the 4th Platoon shall be reinstated and subject to the following conditions.

The present staffing requirements for the 4th Platoon will remain. However, this platoon will now require that (a minimum of 65% of personnel be selected on the basis of seniority.) These assignments will be considered permanent, but will be rebid every six months. The remaining required personnel will come from the day platoon and night platoon. These positions will be filled by those officers who volunteer and are selected by seniority. Remaining vacancies of the 4th Platoon will be selected in the order of reverse seniority. Non-voluntary selections to the 4th Platoon will be given only one starting time throughout their temporary assignment to the platoon.

Flex shift starting times and assignments for the 4th Platoon will be posted seven days before the month's tour of duty begins, excluding Police Emergencies. Police officers from other than the permanent roster of the 4th Platoon who have more than two weeks scheduled furlough time in the month of selection will be excluded from volunteering, or being non-voluntarily assigned during that month. The starting times for the various days in the week may vary within the time limits set out in the next sentence and they shall be posted seven (7) days before the month's tour of duty begins, excluding special operational details and emergencies. Starting times for the 4th Platoon, excluding the Third District, will be between 4:00 p.m. (1600 Hrs.) and 8:00

p.m. (2000 Hrs.). For the Third District, starting times will be between 9:00 a.m. (0900 Hrs.) and 1:00 p.m. (1300 Hrs.).

EXHIBIT E
EXPERIMENTAL DISTRICTS/PROJECTS

It is anticipated that during the life of this Contract, the Cleveland Police Department may conduct several operational research projects. These projects may require selecting a specific District to participate in the program. Cooperation between management, Union, and affected personnel in the District selected will be essential to the successful completion of the research goals. It is agreed that any possible conflicts with the labor agreement will be discussed with the CPPA and, if the implementation of the project violates or requires amendment of existing Contract language, be mutually agreed on before implementation.

EXHIBIT F
DRUG TESTING

(1) Policy Statement: Both the Union and the City recognize that illegal drug usage and workplace alcohol abuse/misuse as a threat to the public's safety and welfare as well as to the employees of the Police Division. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is Education, Prevention and Rehabilitation, rather than termination.

(2) Definitions:

(a) "Illegal Drug" means any controlled substances as defined in the Ohio Revised Code, including cannabis.

(b) "Illegal Drug Usage" means the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) "Drug Test" means a urinalysis test employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to chain of custody procedures which are consistent with the United States Health and Human Services (HHS) guidelines, shall be followed for all samples taken.

(d) "Misuse of Alcohol" means the use or possession of ethyl, methyl or isopropyl alcohol in violation of this policy.

(e) "Alcohol Test" means a 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 the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the

testing expunged from the employees 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 expunged from the employee's personnel file.

(3) Notice and Education of Employees Regarding Drug/Alcohol Testing: There will be a ninety (90) day education and information period prior to the testing under this policy for employees, except that prior policies governing the use of reasonable suspicion, the testing of cadets and testing under consent forms shall remain in effect during this period. 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/alcohol on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of these 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 under this policy until this information has been provided.

(4) Basis for Ordering an Employee to be Tested for Drugs/Alcohol: Employees may be tested for drugs/alcohol abuse/ misuse during working hours under the following conditions:

(a) "Reasonable Suspicion." That there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or misuse of alcohol while on-duty. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using or abusing drugs or misuses of alcohol. Two examples of where reasonable suspicion shall be deemed to exist are where there

has been a serious on-duty injury to an employee or another person, 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 illegal drugs/alcohol abuse/misuse. A supervisor ordering an employee to take a drug/alcohol test shall give the employee, the Union and the Chief of Police, in writing, his/her "reasonable suspicion" reasons prior to ordering the test.

The City and the Union realize that there are duty related activities that certain employees must perform (such as narcotics, vice and undercover operations, etc.) that may conflict with this policy. Employees who are engaged in these Departmentally authorized enforcement activities shall not be subject to the full scope of this policy.

(b) "Random Testing." Employees, during their normal tour of duty, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the employees covered by this contract as of April 1, of any given year. Such test shall be reasonably spread throughout the year. Employee(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. An employee who is on a regularly scheduled V-Day, furlough Day, already absent due to illness or injury, on Compensatory Time Off (approved before the employee 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 assignment to units with a high potential for exposure to controlled substance abuse and such assignments are to: Narcotics Units, Organized Crime Units, District Vice Units, District and BOSO Strike Force Units, Bomb Squad, S.W.A.T., Forensic Laboratory Unit, Aviation Unit, and Harbor Unit.

(d) Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division.

(e) Upon return to duty after participation in a substance abuse rehabilitation program, regardless of the duration of the program, the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(f) During the six (6) month probationary period after leaving the Training Academy.

(g) Where personal injury or property damage of $1,000.00 or more occurs as a result of a work-related accident, or for any use-of-deadly force incident.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (g) above, the City shall instruct the employee that the results of the drug/alcohol test may be used for discipline, up to and including termination.

(5) Urine Samples: Samples for drug/alcohol testing employees shall occur in a medical setting and conform to (HHS) guidelines. The testing procedures should not demean or embarrass or cause physical discomfort to the employee tested.

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 employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

An employee shall be entitled to the presence of a Union Representative before testing is administered.

(6) Testing Procedure: The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing process phase shall consist of a two-step procedure.

(a) Initial screening step, and

(b) Confirmation step.

The urine sample is first tested using a screening (EMIT) testing procedure. A specimen testing positive will undergo an additional confirmatory test employing the gas chromatography/mass spectrometry (GC/MS). 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. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall be treated with the same confidentiality. Any 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.

(7) Disciplinary Action: An employee will be subject to discipline, up to and including termination, if the employee, as a result of being drug or alcohol tested, is found to have (a) used illegal drugs; (b) engage in illegal use of drugs; and/or (c) misused alcohol. However, an employee who tests positive for the first time for alcohol and who cooperated and fulfilled the obligations under Section (9), Voluntary Participation in a Dependence Program, may be disciplined. The scope of such discipline shall be determined on a case by case basis, but shall not exceed three (3) working days. An employee who tests positive for alcohol, for a second time may be disciplined up to and including termination. The scope of such discipline shall be determined on a case by case basis. Employees must take part in the Voluntary Dependency Program in order to take advantage of the foregoing limitations on discipline.

Voluntary submission to a program can be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use.

Refusal to submit to a drug/alcohol test, or the adulteration of, or switching of a urine sample shall also be grounds for discipline up to and including termination.

(8) Right to Appeal: An employee disciplined as a result of a drug/alcohol test has the right to challenge such discipline beginning at Step 3-A of the Grievance Procedure.

(9) Voluntary Participation in a Dependency Program: Employees who are drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by a medical professional designated by the City and members of the Employee Assistance Unit. Voluntary assistance should be sought before the drug/alcohol abuse affects job performance or endangers fellow employees or members of the public.

(a) Participation in the Employees Assistance Program is voluntary and strictly confidential. Under provision of GPO 25-85, neither the City Administration, the Division of Police, nor any unit or entity within, shall have access to the program's files and records. However, the Chief of Police, his designee, or a medical professional designated by the City shall be advised when an employee is hospitalized or is an out-patient 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.

(b) Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized drug/alcohol treatment program monitored by the Employees Assistance Unit and/or a medical professional designated by the City and shall be required to undergo three (3) urine tests in a one (1) year period from the date or return to duty.

(c) If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs/alcohol who has been suspended in connection with a second positive alcohol test the Chief of Police shall have the sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment.

(d) Participation in any drug abuse rehabilitation program will not preclude disciplinary action against an employee for any rule violation even though such rule violation may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

(10) Conflict with other Laws: This policy in no way is intended to supersede any existing State or Federal Laws or waive any constitutional rights that an employee may be entitled to under the State or Federal Constitutions.

EXHIBIT G
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.

III. 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.

EXHIBIT H
HIGH DEDUCTIBLE PLAN

		In-Network
a.	Annual Deductible:	$2,000 single $4,000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$4,000 single $8,000 family
d.	-- Doctor and other Office visits: -- Specialists:	$40.00 Co-pay $60.00 Co-Pay
e.	Use of Emergency Room:	$250.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $200.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	100% not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	100% not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

Routine EKG, Chest X-ray, Complete 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.

SIDE LETTER
DENTAL AND VISION BENEFITS

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
	Increase Elective Contact Allowance to $100

This side letter does not otherwise alter the terms of Article 17, Insurance.

ADDENDA

* Assignments related to Administration and bargaining committee duties
* Requests of patrol officers for football games
* Police-Traffic Controllers
* Police Review Board
* Special Protocol Letter
* Agreement on Safety Vest Program for Cleveland Police Officers
* Settlement Agreement – Civilianization
* 10-Hour Shifts

April 1, 1995

Mr. Robert Beck
President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, Ohio 44102

Dear Mr. Beck:

The Department will assign the President of the CPPA and two other Patrol Officers designated by the President of the CPPA to perform, on a full-time basis, duties related to the administration of this Contract by the CPPA, and the handling of matters of mutual concern to the Department and the CPPA. It is understood that these three individuals shall be included in the five (5) members of the bargaining committee for which the Department will grant time away from duty pursuant to Article V, paragraph 5(d) of the Contract.

Very truly yours,

Michael R. White, Mayor
City of Cleveland

April 1, 1995

Mr. Robert Beck
President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, Ohio 44102

Dear Mr. Beck:

This will confirm that it is the intention of the City, unless and until it is prevented from doing so by a final arbitration or court decision binding upon the City, to continue its present policy for requesting patrol officers to work overtime for police purposes at football games of the Cleveland Browns Football Club held at Cleveland Municipal Stadium during the term of the Labor Agreement.

CITY OF CLEVELAND

By: _____
Michael R. White, Mayor

April 1, 1995

Mr. Robert Beck, President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, OH 44102

Dear Mr. Beck:

As a result of the hearing before the Civil Service Commission on September 21, 1987, and a subsequent investigation, the Commission promulgated a revised job description for Police-Traffic Controllers as follows:

POLICE-TRAFFIC CONTROLLERS

Typical Tasks. Under supervision, Traffic-Controllers write parking tickets and call for the towing of vehicles from public throughways and lands. Perform impound unit work. Direct vehicular traffic and perform crowd and traffic control for special events (races, parades, ball games, etc.) and perform related duties as required. Employees are prohibited from performing criminal investigations or exercising their authority on privately-owned premises.

The City agrees that it will not seek to amend the above job description or change the job duties of Police-Traffic Controllers during the term of the Labor Agreement.

CITY OF CLEVELAND

By _____
Michael R. White, Mayor

April 1, 1995

Police Review Board

The undersigned parties to this Agreement agree that the Police Review Board cannot require the Chief of Police or the Safety Director to act in violation of the terms of this agreement.

Robert Beck, President
Cleveland Police Patrolmen's Association

Michael R. White, Mayor
City of Cleveland

SPECIAL PROTOCOL LETTER

April 1, 1995

Mr. Robert Beck
President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, Ohio 44102

Dear Mr. Beck:

This letter is intended to confirm certain understandings concerning the operation of the differential police response program under this Agreement.

The differential response program will utilize both zone cars and single response cars (SR cars), staffed by two (2) and one officers respectively, in basic patrol activities. Personnel assigned to SR cars will be under the supervision of a Sergeant or other superior officer and perform the duties set forth in Section 4.75 to 4.86 inclusive of the Manual of Rules, subject to the provisions of the Special Protocol for officers assigned to SR cars. A copy of the relevant Sections of the Manual of Rules and the Special Protocol are attached as Exhibits A and B.

The objective of the differential police response program is to improve productivity and the quality of service provided to citizens, with a primary consideration always being the safety of the Patrol Officers.

To further these objectives, SR cars shall not constitute more than sixty percent (60%) of all patrol cars deployed in any twenty-four (24) hour period. SR cars will be staffed by volunteers to the extent possible. When assignments to SR cars are necessary, preference will be given to senior officers consistent with the operational needs of the department.

Very truly yours,

Michael R. White, Mayor
City of Cleveland

AGREEMENT ON SAFETY VEST PROGRAM FOR CLEVELAND POLICE OFFICERS

May 30, 1996

The City of Cleveland and representatives of the Fraternal Order of Police (FOP) and Cleveland Police Patrolman's Association (CPPA) have reached agreement on the following components of a program to provide body armor vests to all Cleveland Police Officers:

- All Officers who have contact with the public will be required to wear the vests.
- Vests will first be provided to patrol officers and their supervisors, as well as to police cadets. A mutually agreed to schedule will be developed to provide vests to all other officers.
- It is the intent to complete the vest program within the next two (2) years. However, if for reasons beyond the City's control that is not possible, the program will be completed in no more than three years.
- Discipline for not wearing a vest when required will be levied in a fair and equitable manner. Documentation will be made of even the first failure to wear a vest when an officer is required to do so.
- Whether or not officers are wearing their vests, if they should be injured while performing their duties for the Police Division, they will retain their full rights to Workers' Compensation payments, Hazardous Duty Injury payments, and all benefits to which they would otherwise be entitled.
- The vests will be replaced on a schedule to be agreed on by the Safety Director, the Chief of Police, and the leadership of the FOP and the CPPA.
- In its negotiations with the manufacturer selected to provide the finest quality vests, the City will make every effort to have that manufacturer provide quilted liners at no additional cost.

William M. Denihan
Safety Director

Joseph Musarra, President
FOP Lodge 8

Rocco Pollutro
Chief of Police

Robert Bock, President
CPPA

SETTLEMENT AGREEMENT

This Settlement Agreement is by and between the Cleveland Police Patrolmen's Association ("the CPPA"), on behalf of itself and the members of the bargaining unit it represents, and the City of Cleveland ("the City") and is entered into for the purpose of settling and resolving all matters and issues related to and involved in the case of the Cleveland Police Patrolmen's Association v. Michael R. White, Mayor of Cleveland, Common Pleas Court Case No. CV-280730 ("the Lawsuit"). Therefore, it is agreed as follows:

1. Dispute Resolution Process for Civilianization Initiatives. For any future initiatives by the City to replace Patrol Officers with civilian employees, the following procedure shall apply in order to provide orderly and timely implementation of such initiatives with a minimum of disputes, and to resolve any disputes that may arise.

a. Notice of Changes: The process described herein shall be initiated by written notice ("the Notice") from the City to the CPPA of the City's intent to replace Patrol Officers with civilian employees. Such notice shall list the Patrol Officer positions affected, the incumbents' names, the

classifications of the civilian employees who would be assuming the positions, and the job descriptions of the positions that would be filled by the civilian employees.

b. Demand for Bargaining, Arbitration, and/or Information: Within fourteen (14) calendar days after the delivery of the Notice, the CPPA may demand bargaining over the decision and effects of the changes described in the Notice, and may request a list of potential arbitrators from the American Arbitration Association. During that fourteen (14) day time period, the CPPA may submit a request to the City for relevant information concerning the civilianization initiative.

c. Response to Information Request: The City shall respond to such request for information not later than thirty (30) calendar days after receipt of the request and shall provide such information as is relevant to the civilianization initiative, not confidential or privileged, and not overly burdensome. Follow-up requests for information necessary to the negotiation process and responses thereto may be made during the Negotiation Period identified below.

d. Negotiation Period: After submission of the City's response to the information request to the CPPA, the City and

the CPPA shall meet and bargain over the decision and effects of the civilianization initiative. Such bargaining shall be concluded not later than thirty (30) calendar days after submission of the City's response to the information request, and in any event not later than seventy-four (74) calendar days after delivery of the Notice.

e. Arbitration: Upon receipt of a panel of arbitrators from the American Arbitration Association, the parties shall promptly select an arbitrator according to the Association's then-applicable rules. If the parties have been unable to reach agreement during the negotiation period described above, the parties shall schedule an arbitration hearing on an expedited basis. If the arbitrator selected is unable to schedule such a hearing within thirty (30) calendar days of the expiration of the negotiation period, the American Arbitration Association shall be instructed by the parties to consider that arbitrator stricken from the original panel and to select another arbitrator according to the parties' original responses. The arbitrator shall have thirty (30) calendar days from the close of the hearing to issue his or her award on the outstanding issues.

f. Authority of Arbitrator: In any arbitration that arises under this Settlement Agreement, the arbitrator shall have no authority to modify the terms of the collective bargaining agreement between the CPPA and the City ("the Collective Bargaining Agreement") or the terms of this Settlement Agreement. In that proceeding, the arbitrator shall approve the civilianization initiative proposed by the City if that initiative is reasonably likely to lead to more efficient and/or appropriate use of police personnel, it is not contrary to the terms of the Collective Bargaining Agreement or this Settlement Agreement, and it is not arbitrary, capricious, or in bad faith. Should the arbitrator find that any aspect of the civilianization initiative fails to satisfy these requirements, the arbitrator shall identify the aspect that is rejected, and the remaining aspects of the initiative shall be approved.

If a dispute exists, the arbitrator shall also determine whether or not the City has proposed reasonable steps, which are consistent with the normal police functions of Patrol Officers, the then-existing operations of the City, and the City's determination of a need for more efficient and/or appropriate use of police personnel, to address any signifi-

cant adverse consequences of the initiative on bargaining unit members. In addressing the effects of the civilianization initiative, the City will take appropriate and reasonable steps to ensure that both Patrol Officers and the newly assigned civilians perform work reasonably consistent with their job descriptions, Patrol Officers will not be assigned to supervise or to engage in a formal training program for the newly assigned civilian employees (except as part of Police Academy training), and the confidentiality concerns of Patrol Officers (such as personal, undercover, or similarly sensitive information) will not be compromised. If the arbitrator finds that the City has not proposed reasonable steps to address significant adverse consequences of the initiative as described above, the arbitrator shall direct such steps as he or she deems reasonable and consistent with the standards set forth above.

g. Exclusive Procedure: This procedure shall be the exclusive method of resolving any and all disputes between the CPPA and the City concerning any civilianization initiatives.

2. Bargaining Unit Work. Work that is currently assigned to Patrol Officers in the bargaining unit represented by the CPPA

which requires the carrying of a firearm shall not be transferred to civilian employees.

3. No Layoffs Due to Civilianization. No Patrol Officers shall be laid off or reduced below full-time employment as a result of civilianization initiatives or the transfer of work to civilian employees.

4. Withdrawal of Pending Grievances. All pending grievances concerning or arising out of previous civilianization initiatives are hereby withdrawn. Patrol Officers displaced by previous civilianization initiatives will be given first opportunity to fill openings posted pursuant to Article XX of the Collective Bargaining Agreement for Patrol Officers in the unit from which each such Patrol Officer was displaced. Such Patrol Officers may exercise this right as to the first posted opening for which they are eligible, and if they do not exercise this right at that time, their right to special preference for such opening shall be waived. The City will continue to observe the terms of its implementation of previous civilianization initiatives.

5. Dismissal of Lawsuit. In consideration of the agreements contained herein, the case of Cleveland Police Patrolmen's Association v. Michael R. White, Mayor of Cleveland identified above shall be dismissed with prejudice as fully settled and

resolved. The CPPA shall not itself, or in concert with others, file any claim in any forum challenging the civilianization initiatives implemented prior to this date or which were the subject of the lawsuit.

6. Duration. This Settlement Agreement shall be immediately effective upon execution and shall then become part of the Collective Bargaining Agreement that succeeds the one that will expire on March 31, 1998.

IT IS SO AGREED:

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29th day of September, 1998.

FOR THE CITY:

By: _____

FOR THE CPPA:

By: _____

ADDENDUM TO CITY-CPPA 4/1/22-3/31/25 CBA:
10-HOUR SHIFTS IN THE REAL TIME CRIME CENTER

This document is an Addendum to the recently ratified April 1, 2022 to March 31, 2025 collective bargaining agreement (CBA) between the City of Cleveland and the Cleveland Police Patrolmen's Association (CPPA). The City proposed implementing 10-hour shifts for Patrol Officers assigned to the Real Time Crime Center (RTCC) including Patrol Officers working day shift (a.k.a., A-Platoon). The assignment of Patrol Officer to the RTCC shall be considered a "specialized assignment" within the meaning of Article 10 of the CBA, and all other provisions in Article 10 regarding 10-hour shifts shall apply to Patrol Officers working such shifts in the RTCC. The CPPA is amenable to such a 10-hour shift proposal for Patrol Officers in the RTCC with the following conditions:

(1) Either party may terminate this Addendum at any time, and the termination of the Addendum shall be effective 60 days after written notice of the intent to terminate is delivered to the other party;

(2) If the City or the CPPA terminates this Addendum, the City will make reasonable efforts to accommodate all Patrol Officers transitioning back to 8-hour shifts while working in the RTCC.

All other provisions of the CBA shall remain in full force and effect unless otherwise modified by agreement of both parties.

FOR THE CITY OF CLEVELAND:

9.19.22
Karrie Howard, Director — Date
Department of Public Safety

Dornatt Drummond 9.19.2022
Dornat Drummond, Chief — Date
Division of Police
Department of Public Safety

9-19-22
Mark D. Griffin, Chief Legal Officer — Date

9/19/22
Paul N. Patton, — Date
Chief Human Resources Officer

FOR THE CLEVELAND POLICE PATROLMEN'S ASSOCIATION:

9-19-22
Jeffrey Follmer, President — Date

Jeffrey Follmer 9-19-22
(Sign & Print) — Date

9-19-22
(Sign & Print) — Date

SIDE LETTER – PHYSICAL FITNESS WORKING GROUP

The City and the Union recognize that physical fitness plays an important role in Police Officers' effective and safe performance of their assigned duties. To encourage Officers to maintain the necessary level of physical fitness throughout their careers, the City and the Union agree as follows:

A. During the term of the 2025-2028 collective bargaining agreement ("Contract") the Parties will convene a working group ("Physical Fitness Working Group") comprised of up to three (3) Union and three (3) City representatives to investigate the most efficient and effective means of evaluating Officer fitness with the goal of establishing a voluntary Physical Fitness Program for bargaining unit members.

B. The elements investigated will include, but are not limited to: types of testing; periodicity of testing; standards for successful completion of testing; testing-related injury risks; medical clearance prior to testing; and testing administration; and incentives provided based on test performance.

C. The Parties will convene the Physical Fitness Working Group within three (3) months of execution of the 2025-2028 Contract. The Working Group will meet as needed with the goal of presenting a proposal for a Fitness Testing Program to the Union Executive Board and the City Administration no later than six (6) months prior to April 1, 2028.

D. If the Fitness Testing Program agreed-to by the Parties requires approval by the Union's membership and/or City Council, the Parties agree to obtain all required approvals.

SIDE LETTER – ON-DUTY INJURIES

The City and the Union agree to engage in discussions regarding the process for evaluating, rehabilitating, and returning Officers injured in the line of duty to work in a full-duty capacity as quickly as possible depending on the nature of an Officer's injuries. To this end, the Parties agree to address this issue in Labor Management Committee meetings and, as needed, will involve other City offices.

SIDE LETTER – EMPLOYEE HEALTH INSURANCE CONTRIBUTIONS

The City and the Union agree that the percentage of the fully insured equivalent rates that were charged to employees during the 2024-2025 plan year will not change for the 2025-2026 plan year. If the City intends to change the rates it charges to employees in the 2026-27 or 2027-2028 plan years, it will notify the Union and meet and discuss such increases prior to implementation.