

EXECUTIVE SUMMARY OF AGREEMENT**BETWEEN****THE CITY OF CLEVELAND****AND****CLEVELAND POLICE PATROLMEN'S ASSOCIATION
(Civilian Unit)****(Approximately 100 employees currently in this bargaining unit)****Reached: June 27, 2023****Ratified by Membership: July 11, 2023 PENDING**

There follows a summary of the key amended terms of the 2022-2025 labor contract:

1. WAGES – ARTICLE 24

Amend Article 24 in accordance with Attachment A.

2. HEALTH COVERAGE/HOSPITALIZATION – ARTICLE 22

Maintain current contract language adjusting only dates.

3. UNION RIGHTS – ARTICLE 4

Amend Article 4 to read as follows:

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

4. NON-DISCRIMINATION – ARTICLE 6

Amend Article 6 to read as follows:

The City and the Union hereby state their commitments, legal and moral, not to discriminate in any manner relating to employment or representation on the basis of race, color, creed, national origin, sex, **gender**, handicap, disability, ~~or~~ age, **or sexual orientation**.

5. PROBATIONARY PERIOD – ARTICLE 9

Amend the first two sentences of Article 9 to read as follows:

~~New employees~~ **Police Radio Dispatchers** shall serve a probationary period of one hundred eighty (180) calendar days. **Safety Telephone Operators (STO), Police Safety Aides, and Bi-Lingual Communication Specialists shall serve a probationary period of one hundred and twenty (120) days.**

6. LEAVES OF ABSENCE – ARTICLE 13

- a. Amend the first sentence of subsection c) of the “Sick Leave With Pay” section to read as follows:

No paid sick leave shall be granted unless the division authority designated by the City is notified of the sickness no later than ~~one hour~~ **ninety (90) minutes** before the employee’s scheduled starting time on the first day of the absence on account of sickness.

- b. Add the following subsection “iii” and subsequent language to subsection d) of the “Sick Leave With Pay” section as follows:

iii. For any use of sick leave on a designated City holiday.

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

7. OVERTIME – ARTICLE 19

Amend the first sentence of the eleventh paragraph of Article 19 to read as follows:

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

8. COMPENSATORY TIME – ARTICLE 25

Amend the fourth sentence of the second paragraph of Article 25 to read as follows:

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

9. UNIFORM ALLOWANCE – ARTICLE 27

Amend the first and last paragraphs of Article 27 to read as follows:

All regular full-time employees in the job classification of Police Dispatcher, Bilingual Communication Specialist, and Safety Telephone Operator, shall receive an annual uniform credit of Three Hundred Dollars (\$300.00) and a cash uniform maintenance payment of Three Hundred Fifty Dollars (\$350.00) on a date established by the City. An employee must be on the City’s active payroll at the time of payment. Uniform maintenance payments to retirees may be prorated based upon the employee’s date of retirement. **Effective in 2024, the annual uniform credit will be increased to Three Hundred and Fifty Dollars (\$350.00) and the cash uniform maintenance payment will be increased to Four Hundred Dollars (\$400.00).**

Beginning in 2012, employees who have been employed in the Bureau of Communications for at least ten (10) years as of March 1 will have the option of receiving their uniform credit in cash. **Beginning in 2024, employees who have been employed in the Bureau of Communications for at least five (5) years as of March 1 will have the option of receiving their uniform credit in cash.**

10. HOLIDAYS – ARTICLE 28

Amend the first paragraph of Article 28 to read as follows:

All regular full-time employees shall be entitled to eleven (11) paid holidays (inclusive of the two (2) floating holidays) as follows:

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

Effective in 2023, Juneteenth will be added to the paid holidays listed above and thereafter employees shall be entitled to twelve (12) paid holidays (inclusive of the two (2) floating holidays).

11. DISCIPLINE – ARTICLE 31

a. Amend Article 31 by adding the following sentence after the first paragraph:

Notwithstanding City Civil Service Rule 9.23, the City may prefer low level, charges for attendance violations or refusal to work mandatory overtime without all charges of a more serious nature being brought at the same time.

- b. Amend the fourth paragraph of Article 31 to read as follows:

~~The City shall not consider, as a basis of progressive discipline, any reprimand, suspensions, or other disciplinary action which occurred more than two (2) years previous. Effective with discipline imposed on or after February 1, 2019, t~~The City shall not consider, as a basis of progressive discipline, any reprimand, suspensions, or other disciplinary action which occurred more than three (3) years previous.

- c. Add the following language to Article 31:

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

- a. **The City will conduct interviews under this section at hours reasonably related to an employee's shift for reasonable periods of time and will allow for appropriate breaks. An employee shall have right to the presence of a CPPA representative and/or CPPA attorney during such interviews. The City will provide to the employee and CPPA any written or recorded statement the employee makes in the interview upon request.**
- b. **The City will not release any employee's personal information without consent unless the release is required by Ohio or federal law.**
- c. **The City will not include in an employee's personnel file complaints deemed "unfounded" after investigation and may not use such unfounded complaints as the basis for future disciplinary action or other employment decisions.**
- d. **In the event that a formal disciplinary hearing is held, an employee shall have the right to request the presence of legal counsel and/or a representative of the CPPA and the attorney and/or representative shall have the right of cross-examination. Any employee and/or the CPPA must provide notice of the attendance of legal counsel before any disciplinary hearing unless it is apparent that legal counsel will be in attendance.**
- e. **The representative of the City and the representative of an employee who has been charged with disciplinary rules violations, or the employee him or herself if not represented, shall provide to each other, before the commencement of a disciplinary hearing, a list of all persons who will testify at the hearing and shall provide an opportunity to review any written, factual statements concerning the subject matter of the hearing. The hearing may be postponed by mutual agreement of the parties.**

12. DURATION – ARTICLE 44

Amend the first paragraph of Article 44 to read as follows:

This Contract represents a complete and final understanding on all bargainable issues between the City and the C.P.P.A. and it shall be effective as of the date of ratification by the Association and City Council (~~February 10, 2020~~ **[ADD NEW RATIFICATION DATE]**) or conciliation award, if applicable, and remain in full force and effect through March 31, 2025.

13. 12-Hour Shift Addendum

- a. Amend paragraph 2) of subsection C by adding the following sentences:

The basis for disciplinary action under the City’s Sick/Absence Abuse Program for bargaining unit employees assigned to twelve (12) hour shifts will be more than forty-eight (48) hours of usage within a rolling calendar quarter. All other applicable policies not in conflict with this Agreement shall remain in effect.

Use of a sick day adjacent to a scheduled V-Day will not be the basis for a determination of pattern sick leave abuse.

- b. Amend paragraph 6) of subsection C to read as follows:

Employees shall receive two and one-quarter (2.25) hours of compensatory time for each 12-hour shift or any part thereof spent training another employee for a minimum of four (4) hours. The City and the CPPA agree that an employee who is merely being observed by another employee or another person is not engaged in training under this provision.

- c. Add new paragraph 7) to subsection C reading as follows:

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

- d. Add new paragraph 8) to subsection C reading as follows:

SHIFT/SQUAD AND BIDDING AND ADJUSTMENT

No later than the beginning of October of each year, all positions on all shifts (day or night) and squads within those shifts (representing the work days/days off) shall be posted for bid by shift/squad by seniority within the Police Radio Dispatcher, Safety Telephone Operator, and Bilingual Communications Specialist job classifications.

Changes based on the shift/squad bids shall be effective no later than January 1 of the following year.

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

The City has the unilateral right to reassign employees by inverse seniority to different shift/squad from their original bids during the calendar year to maintain required staffing on any shift/squad. The City may also unilaterally reassign employees to a different shift/squad to balance experience as operationally necessary and without consideration of seniority.

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

- e. Add new Paragraph 9) to subsection C reading as follows:

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

ATTACHMENT A

Rates as of 01APR21 under 2019-2022 Contract:

Classification	2021 Minimum Annual	2021 After 1 year in classification Annual	2021 After 3 years in classification Annual	2021 After 10 years in classification Annual
Bilingual Communication Specialist	\$31,200.00	\$44,939.31	\$46,139.31	\$47,200.52
Police Radio Dispatcher	\$31,200.00	\$49,220.29	\$50,420.29	\$51,481.50
Police Safety Aide	\$31,200.00	\$33,939.29	\$35,139.29	n/a
Safety Telephone Operator	\$31,200.00	\$38,703.82	\$39,903.82	\$40,965.03

1. Retroactive to April 1, 2022 - 2% on April 1, 2021 rates:

Classification	2022 Minimum Annual \$16.00/hour	2022 After 1 year in classification Annual 2%	2022 After 3 years in classification Annual 2%	2022 After 10 years in classification Annual 2%
Bilingual Communication Specialist	\$33,280.00	\$45,838.10	\$47,062.10	\$48,144.53
Police Radio Dispatcher	\$33,280.00	\$50,204.69	\$51,428.69	\$52,511.13
Police Safety Aide	\$33,280.00	\$34,618.07	\$35,842.07	n/a
Safety Telephone Operator	\$33,280.00	\$39,477.90	\$40,701.90	\$41,784.33

2. Effective April 1, 2023 – First - Adjust Scales and Rates as follows:

Classification	Hire Minimum	ADJUST After Complete Training & Probation <i>Estimate 6 mos. for PRD; 4 mos. for BCS, PSA, & STO</i>	ADJUST After 2 years in classification Annual	2023 After 5 years in classification Annual
Bilingual Communication Specialist	\$37,412.00	\$41,539.00	\$44,801.00	\$48,540.00
Police Radio Dispatcher	\$41,340.00	\$45,900.00	\$49,398.00	\$52,960.00
Police Safety Aide	\$33,280.00	\$34,618.00	\$35,842.00	n/a
Safety Telephone Operator	\$35,700.00	\$39,500.00	\$40,700.00	\$42,000.00

- **Then increase adjusted rates by 5% , then by 2% retroactive to April 1, 2023:**

Classification	Hire Minimum	2023 After Complete Training & Probation <i>Estimate 6 mos. for PRD; 4 mos. for BCS, PSA, & STO 5% + 2%</i>	2023 After 2 years in classification Annual 5% + 2%	2023 After 5 years in classification Annual 5% + 2%
Bilingual Communication Specialist	\$40,068.25	\$44,488.27	\$47,981.87	\$51,986.34
Police Radio Dispatcher	\$44,275.14	\$49,158.90	\$52,905.26	\$56,720.16
Police Safety Aide	\$35,642.88	\$37,075.88	\$38,386.78	n/a
Safety Telephone Operator	\$38,234.70	\$42,304.50	\$43,589.70	\$44,982.00

3. Effective April 1, 2024 – 2% Increase:

Classification	Hire Minimum	2024 After Complete Training & Probation <i>Estimate 6 mos. for PRD; 4 mos. for BCS, PSA, & STO</i> 2%	2024 After 2 years in classification Annual 2%	2024 After 5 years in classification Annual 2%
Bilingual Communication Specialist	\$40,869.62	\$45,378.04	\$48,941.51	\$53,026.07
Police Radio Dispatcher	\$45,160.64	\$50,142.08	\$53,963.36	\$57,854.56
Police Safety Aide	\$36,355.74	\$37,817.40	\$39,154.51	n/a
Safety Telephone Operator	\$38,999.39	\$43,150.59	\$44,461.49	\$45,881.64