

AMENDMENT
TO THE 2022-2025 COLLECTIVE BARGAINING AGREEMENT
between
The CITY OF CLEVELAND
and
The FRATERNAL ORDER OF POLICE, LODGE 8

The City of Cleveland (“City”) and the Fraternal Order of Police, Lodge 8 (“FOP”) (jointly, the “Parties”) share the goal of improving retention of current Police Patrol Officers and Police Supervisors and enhancing recruitment of future additional Police Officers to maintain the ranks of Police Supervisors in the Cleveland Division of Police (“CDP”). The City and the FOP share the further goal of implementing a system of CDP Police Officer and Police Supervisor deployment providing the best protection of and service to Citizens, reducing unscheduled Police Officer and Police Supervisor tours of duty, and offering Police Officers and Police Supervisors a more predictable work schedule.

After lengthy, frank, and highly cooperative negotiations, the City and the FOP agree to and enter into this Amendment to their 2022-2025 collective bargaining agreement (“Contract”) which addresses their shared goals by increasing Police Supervisor compensation and implementing a more efficient and effective deployment system.

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

I. Base Pay Increase to Enhance Retention

Notwithstanding the provisions of Article 32 of the Contract, the annual salary of all FOP bargaining unit members shall be as follows effective from January 1, 2024 through March 31,

2025:

Effective January 1, 2024 through March 31, 2025		
Rank		
	Annual	Bi-Weekly
Sergeant (minimum)	\$97,389.16	\$3,745.74
Sergeant (maximum)	\$97,889.16	\$3,764.97
Lieutenant (minimum)	\$113,051.42	\$4,348.13
Lieutenant (maximum)	\$113,551.42	\$4,367.36
Captain (minimum)	\$131,219.65	\$5,046.91
Captain (maximum)	\$131,719.65	\$5,066.14
Commander (minimum)	\$152,294.80	\$5,857.49
Commander (maximum)	\$152,794.80	\$5,876.72
Commissioner of Traffic Control (minimum)	\$152,294.80	\$5,857.49
Commissioner of Traffic Control (maximum)	\$152,794.80	\$5,876.72

II. Deployment to Enhance Service and Staffing:

Notwithstanding Article 7, effective on or about January 1, 2024, the City will implement 12-hour tours of duty for FOP members assigned to Basic Patrol duties.

A. Principles Governing 12-Hour Shifts:

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. Pursuant to this Amendment and as a temporary concession, the hourly and overtime rates for Supervisors assigned to 12-hour tours of duty will be computed on the basis of 2,080 annual hours of scheduled work. The 2,080-hour basis for the hourly and overtime rate calculation will terminate on midnight, March 30, 2025 and, subject to negotiations for the successor contract, hourly and overtime rates for Supervisors assigned to 12-hour tours of duty will be calculated based on 2,184 annual hours of work.

Pursuant to the above, under the terms of this Amendment, hourly and overtime rates for Supervisors will be as follows through March 30, 2025:

Hourly and Overtime Rates Calculated on 2,080 Hours Effective January 1, 2024 through March 30, 2025 (subject to confirmation by the Finance Department)			
	Annual	Hourly	Overtime
Sergeant (minimum)	\$97,389.16	\$46.8217	\$70.2326
Sergeant (maximum)	\$97,889.16	\$47.0620	\$70.5931
Lieutenant (minimum)	\$113,051.42	\$54.3516	\$81.5275
Lieutenant (maximum)	\$113,551.42	\$54.5920	\$81.8880
Captain (minimum)	\$131,219.65	\$63.0863	\$94.6295
Captain (maximum)	\$131,719.65	\$63.3267	\$94.9901
Commander (minimum)	\$152,294.80	\$73.2186	\$109.8280
Commander (maximum)	\$152,794.80	\$73.4590	\$110.1885
Commissioner of Traffic Control (minimum)	\$152,294.80	\$73.2186	\$109.8280
Commissioner of Traffic Control (maximum)	\$152,794.80	\$73.4590	\$110.1885

3. 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. 12-Hour Tours of Duty Schedules:

The implementation of 12-hour tours of duty will be according to one of two schedules for specific Districts as follows:

1. 3-On/3-Off Schedule:

- a. Under the 3-On/3-Off Schedule, each Squad will work in accordance with the example schedule below (Platoon identified on date is working, Platoon not identified is off):

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

- b. The 3-On/3-Off Schedule will operate within a 28-day work period and employees who have more than 171 hours of hours worked as defined in this Amendment in a 28-day work period will be paid overtime for those hours.

2. Pitman Schedule:

- a. Under the Pitman Schedule, each Squad will work in accordance with the example schedule below (Platoon identified on date is working, Platoon 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				

- b. 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.

3. Application of Other Contract Provisions:

Contract provisions will operate as written and per practice unless expressly addressed herein.

- a. Article 12:
 - i. Furloughs will be picked by Squad according to current practice.
 - ii. Furlough weeks will be counted as 40 hours per week.
- b. Under the 3-on/3-off schedule only and to ensure compliance with FLSA standards, Officers will be entitled to meal periods of one hour which will be paid per practice. Officers must notify Radio when starting and ending a meal

period. Officers who are denied a meal period due to operational needs during a 12-hour tour of duty will be compensated with one hour of straight time pay for that tour of duty.

- c.** Officers assigned to 12-hour tours of duty may only be mandated to work four hours in addition to a scheduled shift (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 7, Paragraph (i):
 - i.** Officers will receive 18 hours of compensation for working a 12-hour tour of duty on a designated holiday.
 - ii.** Officers who use a personal holiday will be compensated for a 12-hour tour of duty.
 - iii.** Unused personal holidays will be banked at 8 hours of compensatory time per personal holiday.
 - iv.** Officers who are not scheduled to work on a designated City holiday will receive 8 hours of compensatory time.
- e.** Compensatory time will be approved in accordance with Article 7, Paragraph (j) and the standard for approval will be based on Squad staffing and otherwise in accordance with Paragraph (j).

- f.** Article 7(l): Any member assigned to 12-hour tours of duty required to work a regular scheduled day off, *i.e.*, vacation or furlough day, shall be compensated at time and one-half his/her regular rate of pay.
- a.** Article 9: A \$.47/hour shift differential will be paid to Officers assigned to Squad C and Squad D on 12-hour tours.
- b.** Article 7, Paragraph (o): Supervisors assigned to supervisory training officer (STO) duties on 12-hour tours of duty will receive an additional 2 and hours of compensation for days in which they act in that capacity.
- c.** Article 13, Section (b)(6): Use of sick days adjacent to a scheduled V-Day will not be the sole basis for a determination of pattern sick leave abuse.
- d.** Article 11: 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.
- e.** 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.

III. EVALUATION AND ADMINISTRATION OF 12-HOUR SHIFTS

- A.** The Parties will use the period from implementation of 12-hour tours of duty through October 31, 2024 as an Evaluation Period during which time they will

engage in regular communication regarding the operation and administration of 12-hour shifts.

- B.** The City may implement 12-hour tour of duty schedules for specialized units after providing at least 60 calendar days' notice to the FOP and an opportunity to discuss the effects of such implementation.
- 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.

IV. CONDITIONS GOVERNING THIS AMENDMENT:

- A.** This Amendment is not a reopener of the Contract and its terms are not subject to the collective bargaining.
- 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.
- C.** During the Evaluation Period, any dispute over the implementation or enforcement of this Amendment will be subject to expedited discussions between the Parties for a period of 10 calendar days. Grievances directly related to 12-hour tours of duty will be held in abeyance during the Evaluation Period and will be subject to resolution through the expedited Party discussions.
- D.** The Parties are not bound to Amendment until and unless all the following conditions are met: 1) ratification by a majority of the FOP membership; 2) City Council's approval of this Amendment; 3) ratification of the companion amendment negotiated with the Cleveland Police Patrolmen's Association ("CPPA") representing the Patrol Officers of the CDP ("FOP"); City Council's approval of the companion CPPA amendment.

V. COMPENSATORY TIME ALLOTMENT FOR 2024

In recognition of the schedule adjustments included in this Amendment, to address Officer concerns, and facilitate agreement, in January 2024 the City will add 48 hours of compensatory time to the compensatory time bank of each Officer assigned to 12-hour tours of duty.