

**LEGISLATIVE SUMMARY**  
**between**  
**THE CITY OF CLEVELAND**  
**and**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**(CHIEF DISPATCHERS)**

**(Approximately 11 Employees)**

<b>Final Tentative Agreement Reached:</b>	<b>February 9, 2026</b>
<b>Ratified by Membership:</b>	<b>March 3, 2026</b>

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There follows a summary of the key amended terms of the April 1, 2025, through March 31, 2028, labor contract based on the negotiated agreement of the City of Cleveland (“City”) and the Ohio Patrolmen’s Benevolent Association (“OPBA”), as ratified by the membership on March 3, 2026.

**1. WAGES – ARTICLE 38**

Maintain current differential over Police Dispatcher annual rates for contract term retroactive to April 1, 2025.

**2. HEALTH COVERAGE/HOSPITALIZATION – ARTICLE 20 (Pattern Settlement)**

Amend Article 20 as follows:

- **Additional Coverage Tiers**

**The City reserves the right to add additional coverage tiers.**

- Amend the first sentence of the “Life Insurance” paragraph to read as follows:

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

**The City and the Union agree that the percentage of the fully insured equivalent rates that were charged to employees during the 2024-2025 plan year will not change for the 2025-2026 plan year. If the City intends to change the rates it charges to employees in the 2026-2027 or 2027-**

**2028 plan years, it will notify the Union and meet and discuss such increases prior to implementation.**

**3. HOURS OF WORK – ARTICLE 16 (Pattern Settlement)**

- Amend the second and third shift differential language to read as follows:

The City shall pay employees a shift premium of ~~thirty-five cents (\$.35)~~ **forty-seven cents (\$.47)** per hour for any hours worked on second or third shifts.

Employees rotating between all three shifts shall receive a shift premium of ~~thirty-five cents (\$.35)~~ **forty-seven cents (\$.47)** per hour. All shift premiums are paid on a straight-time basis only.

- Amend the last paragraph of Article 16 to read as follows:

12-Hour Shifts. ~~The 12-hour shift plan appended hereto and made a part hereof will be implemented beginning January 1, 2024~~ **When in operation, twelve (12) hour shifts will be in accordance with the 12-Hour Shift Addendum attached hereto.**

**4. OVERTIME- ARTICLE 18**

Amend Article 18 by adding the following sentence:

**All employees in the job classification covered by this Contract shall receive not less than one and one half (1.5) times their regular pay for all hours worked on a regularly scheduled day off.**

**5. EQUALIZATION OF OVERTIME – ARTICLE 19**

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

Where a Chief Dispatcher is assigned to train a sergeant, or during a newly appointed Chief Dispatcher's probationary period assignment to the Communications Control Section, the Chief Dispatcher will be compensated with ~~one and one-half (1 ½)~~ **two and one quarter (2.25)** hours of **non-FLSA** compensatory time whenever the Chief Dispatcher is so assigned for more than four **(4)** hours during a ~~single eight (8) hour~~ shift.

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

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

This provision will also apply to the Training Chief Dispatcher designated by the City when he/she is engaged in formal training of newly appointed Police Dispatchers for more than four (4) hours during a ~~single eight (8) hour~~ shift.

**6. COMPENSATORY TIME - ARTICLE 22**

Amend the paragraph (c) of Article 22 to read as follows:

The City agrees to budget ~~fifteen~~ **twenty** thousand dollars (~~\$15~~**20**,000) in each calendar year, effective January 1, 20**24**~~26~~, from which employees may cash out their accumulated Compensatory Time. If the requests exceed the amount budgeted in any calendar year the requests shall be granted on a *pro rata* basis.

**7. UNIFORM ALLOWANCE - ARTICLE 24**

Amend the first paragraph of Article 24 to read as follows:

All regular full-time employees in the job classification of Chief Radio Dispatcher shall receive an annual uniform credit of Three Hundred Fifty Dollars (\$350) and cash uniform maintenance payment of Four Hundred Dollars (\$400) in ~~2019-2025~~. Uniform maintenance payment to retirees may be prorated based upon the employee's date of retirement. **Effective in 2026, the annual uniform credit will be increased to Four Hundred Dollars (\$400.00), and the cash uniform maintenance payment will be increased to Four Hundred and fifty Dollars (\$450.00).**

**8. FURLOUGHS - ARTICLE 26 (Pattern Settlement)**

- Amend the first paragraph to read as follows:

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

<u>Years of Service</u>	<u>Furlough</u>
After 1 year	10 days
After <del>8</del> 5 years	15 days
After 12 years	20 days
After 22 years	25 days

- Amend subparagraph 7) to read as follows:

An employee who is on leave of absence without pay for a period totaling more than thirty (30) calendar days in any calendar year shall earn furlough leave at the rate for which he is eligible based on length of service as follows: 1 day per month, not to exceed ten (10) days; **five (5)** ~~eight (8)~~ years, but less than twelve (12) years' service -- 1-1/2 days per month, but not to exceed fifteen (15) days: twelve (12) years, but less than twenty-two (22) years' service -- 2 days per month, not to exceed twenty (20) days: twenty-two (22) years' service -- 2-1/2 days per month not to exceed twenty-five (25) days.

- Add an appropriately numbered subparagraph reading as follows:

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

## 9. GRIEVANCE PROCEDURE - ARTICLE 31

Amend Step 1-A to read as follows (removes right of alternative Civil Service appeal):

~~Step 1-A: Any disciplinary action involving suspension of eleven (11) working days or more, or a disciplinary reduction in rank or pay may be appealed to the Civil Service Commission in accordance with its rules and regulations. An employee may choose to appeal such disciplinary action by filing either a grievance, or an appeal to the Civil Service Commission, but in no case shall an employee be permitted to utilize both procedures. If an employee does not file a grievance within the fourteen (14) calendar day time limit or files an appeal through both the grievance procedure and the Civil Service~~

~~Commission, the employee shall be deemed to have chosen to appeal to the Civil Service Commission. Decisions of the Civil Service Commission are not appealable through the grievance procedure.~~

**10. DRUG AND ALCOHOL TESTING - ARTICLE 34**

Amend Article 34 to read as follows:

- 1) Policy Statement: Both the Union and the City recognize illegal **and/or prohibited** drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees of the Police division. Thus, the Division will take the necessary steps, including drug and alcohol testing, **education, prevention and rehabilitation** to maintain an **illegal and/or prohibited** drug/~~and~~ alcohol-free workplace **which is**. ~~The~~ **the** goal of this ~~policy~~ **Article** is ~~education, prevention and rehabilitation rather than termination.~~
  
- 2) Definitions:
  - a) The term “**illegal and/or prohibited** drug” includes **tetrahydrocannabinol (“THC”)** ~~cannabis~~ as well as other controlled substances as defined in the Ohio Revised Code.
  
  - b) The term “**illegal and/or prohibited** drug usage” includes the ~~use~~ **intake or consumption** of ~~cannabis~~ **THC** or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed **or dispensed** drug.
  
  - \*\*\*\*
  
  - e) The term “Alcohol Test” means a breath analysis test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, *i.e.*, below the positive level, testing shall be discontinued, ~~all samples destroyed~~ and records of the testing ~~expunged from~~ **shall not be placed in** the employee’s personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. ~~If~~ confirmatory breath testing results are negative,

i.e., below the positive level, all records of the testing shall **not** be expunged from **placed in** the employee's personnel file.

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

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

4) Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse: Employees may be tested for drug/alcohol abuse misuse during working hours under any of the following conditions:

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

suspicion” reasons for ordering the test. A copy of the “reasonable suspicion” reasons shall be provided to both the employee and the Union upon request.

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

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

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- 7) Revise Medical Review Officer paragraph as follows:

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial positive report will not be considered positive; rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being

reported. ~~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 also be entitled to the same confidentiality. An employee who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

8) Disciplinary Action:

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

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

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**11. DURATION - ARTICLE 39**

Amend Article 39 to read as follows:

This Contract represents a complete and final understanding on all bargainable issues between the City and the O.P.B.A. and it shall be effective as of the date of execution, and remain in full force and effect until March 31, ~~2025~~**2028**.

**12. 12-HOUR SHIFT ADDENDUM**

Amend Sections A, B, and C (1) of the 12-Hour Shift Addendum to read as follows:

**12-HOUR SHIFT ADDENDUM**

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

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

Holidays and PH Days - Personal Holidays are paid based on a 12-hour day. Unused PH days roll over at eight (8) hours per unused day. Holidays are paid based on an 8-hour day. Employees required to work on a holiday, whether regularly-scheduled or via a call-in, will be entitled to one-and-one-half times their regular hourly rate for all hours worked. ~~Effective sixty (60) days following ratification of this 2022-25 Agreement, the City shall add on a one-time basis forty-eight (48) hours of compensatory time to the compensatory time bank of each employee.~~

Furlough - Furloughs will be earned as follows:

After 1 year	80 hours
After <del>8</del> 5 years	120 hours
After 12 years	160 hours
After 22 years	200 hours

Shift Differential - Employees shall receive the ~~\$0.35~~ **0.47**/hour shift differential for all hours worked during **a 12-hour shift** ~~between 1400 hours and 0600 hours.~~

**13. COMPENSATORY TIME SIDE LETTER**

Attach the following language in a Side Letter:

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

**14. 10-HOUR SHIFT SIDE LETTER**

Attach the following language in a Side Letter:

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