

TENTATIVE AGREEMENT SUMMARY
between the
CITY OF CLEVELAND
and the
OHIO PATROLMEN’S BENEVOLENT ASSOCIATION
CHIEF DISPATCHERS
October 6, 2023

1. WAGES – ARTICLE 38; UNIFORM ALLOWANCE – ARTICLE 24

- **Wages***

Employees shall be compensated as follows and maintaining the differential over the Police Dispatcher annual rate identified for each step in the pay scale:

Years in Position	Differential	4/1/2022 (Retroactive)	4/1/2023 (Retroactive)	4/1/2024
Start	10%	57,762.24	62,392.18	63,640.02
After Probation	13%	59,337.58	64,093.78	65,375.65
After 1 Year	16	60,912.91	65,795.39	67,111.29

*Subject to final approval by the Finance and HR Departments

- **Uniform Allowance**

Add the following to the first paragraph:

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.

2. HEALTH COVERAGE/HOSPITALIZATION – ARTICLE 20

Maintain current contract language, adjusting only dates

Tentative Agreement

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 do work normally done by primary striking members of another 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

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

Revise as follows:

The City and the Union hereby affirm their commitments, legal and moral, not to discriminate or retaliate in any manner relating to employment on the basis of race, color, creed, national origin, gender (including sexual orientation, gender identity and expression), disability, age (for those age 40 or older), genetic background, veteran status, or any other characteristic protected by law.

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5. HOURS OF WORK – ARTICLE 16

Revise to establish and implement 12-hour shifts consistent with working hours of Dispatchers (see attachment).

See attachment.

8. HOLIDAYS – ARTICLE 25

Revise to state that there are twelve (12) paid holidays and add Juneteenth National Independence Day as a holiday.

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11. GRIEVANCE PROCEDURE – ARTICLE 31

Require that grievances for wages/Step placement be filed at Step 2 (Department level)

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12. DURATION – ARTICLE 39

Three (3) years – date of execution through March 31, 2025.

13. HOUSEKEEPING

Correct typos and update duration

Tentative Agreement

Package Proposal

6. PROBATIONARY PERIOD – ARTICLE 9

Increase to 180 calendar days

Withdraw

7. LEAVES OF ABSENCE – ARTICLE 12

- a. Replace **Military Leaves** with the following:

Employees who are members of the Ohio organized militia 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.

- b. 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 ninety (90) minutes prior to the employee's scheduled starting time on the first day of the absence on account of sickness.

- c. Replace subsection (d) of the **Sick Leave with Pay** section with the following:

An original certificate from a licensed physician, physician's assistant or nurse practitioner shall be provided or presented (with a copy provided thereafter) immediately upon returning to work:

- i. For a sickness of any duration if the employee is on any of the steps of the City's sick abuse control procedure (subject to modification consistent with implementation of a no-fault attendance policy); or
- ii. For a sickness of longer than three (3) days' duration.
- iii. For any use of sick leave on a designated City holiday.

Such certificates must include the actual dates of incapacity, re-employment date, work capable of being performed, and any restrictions. Upon request, the supervisor to whom the certificate is presented will sign and date the copy (or original) being retained by the employee. No employee shall be required to report to the Medical Unit as a condition of returning to work unless there is a bona fide concern about his or her ability to perform his or her regular duties.

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

9. HOURS OF WORK – ARTICLE 16

Revise penultimate paragraph 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.

10. COMPENSATORY TIME – ARTICLE 22

Add the following between the first and second paragraphs:

Use of compensatory time shall be allocated on a "first-come-first-served bases, 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 the shift.

14. DISCIPLINE – ARTICLE 28

a. Add the following sentence at the end of 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. Add the following new paragraph after the first paragraph:

If an employee is charged with a felony and held in custody, he shall be placed on an unpaid administrative leave pending the adjudication of his criminal charges. Employees released from custody shall be scheduled for any predisciplinary conference within the same time constraints applicable to all other bargaining unit members. If the employee is convicted of the criminal charges and required to serve a period of incarceration, his employment with the City of Cleveland shall be terminated. If the employee is convicted or pleads guilty but released from custody and not required to serve a period of incarceration or found to be not guilty, the City shall schedule a pre-disciplinary hearing following the adjudication of the criminal charges.

Union Proposals:

- City ACCEPTS Union Proposal re: Article 22, Compensatory Time
- City proposes the following for Article 10, Seniority:

If the City rehires an employee who retires in good standing within twelve (12) months after the retirement date, then the employee shall not suffer any loss of benefits that have not been cashed out. The employee's level of seniority and service credit for benefit accrual purposes shall continue to increase from the point of departure with no credit for the time away from the City.

- City requests WITHDRAWAL of Union Proposals re: Article 18 re: Overtime; and Article 27 re: Call-In/Training/Court Pay; and Attendance Incentive

The City reserves the right to modify or add to these proposals at any time prior to impasse.

12-HOUR SHIFT ADDENDUM

A. Timing

The Pilot Program is to be implemented on January 1, 2024, and is subject to renewal on an annual basis. The City reserves the right to extinguish the 12-hour shift schedule by issuing notice to the Union no later than October 31st of any calendar year. The City's issuance of timely notice will provide the City the right to extinguish the 12-hour shift schedule effective the ensuing January 1st. Prior to implementing the extinguishment of the 12-hour shift schedule, the City shall provide the Union with a written explanation for this decision, and, upon the Union's request, participate in meet-and-confer discussions. The written explanation shall be issued, and the meet-and-confer discussions shall occur, no later than the October 31st preceding January 1st extinguishment.

B. General Design

The design of the Pilot Program follows a schedule generally referred to as a Modified Pitman Shift Schedule. Essentially, this schedule utilizes four (4) squads of employees and two (2) twelve-hour shifts to achieve 24/7 coverage. On any given day, one day squad and one night squad are working while the other 2 squads (1 day and 1 night) are off. During a two-week cycle each squad works two (2) consecutive shifts, then has two (2) shifts off, then works three (3) consecutive shifts, then has two (2) shifts off, then works two (2) consecutive shifts followed by three (3) shifts off. Employees work 84 hours per two-week cycle with every other Saturday-Sunday-Monday off. Day shift starts at 0600 and ends at 1800. Night shift starts at 1800 and ends at 0600. All squads work forty-eight (48) hours one week and thirty-six (36) hours the following week. Employees who work the two-week cycle are paid the equivalent of eighty-eight (88) hours at a straight time rate. This paragraph is not intended to establish minimum staffing requirements.

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

1. Overtime – Mandatory holdover or early call-in overtime is limited to four (4) hours. 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. 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.

2. Sick Time – Sick time will accrue at ten (10) hours per month and will be deducted on an hour-for-hour basis when used. The basis for disciplinary action under the City's Sick/Absence Abuse Program for bargaining unit employees assigned to twelve (12) hour shifts will be more than forty-eight (48) hours of usage within a rolling calendar quarter. All other applicable policies not in conflict with this Agreement shall remain in effect. Use of a sick day adjacent to a scheduled V-day will not be the basis for a determination of pattern sick leave abuse.

3. Holidays and PH Days –Personal Holidays are paid based on a 12-hour day. Unused PH days roll over at eight (8) hours per unused day. Holidays are paid based on an 8-

hour day. 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.

4. Furlough – Furloughs will be earned as follows:

After 1 year	80 hours
After 8 years	120 hours
After 12 years	160 hours
After 22 years	200 hours

Furloughs will be allocated per Article 26. It is anticipated that compensatory time may be used to fill a day and that bridge days will continue to be available depending upon operational needs. Unused furlough at the end of the year will be converted to compensatory time. Compensatory time will not be counted as hours worked for the purpose of computing overtime.

5. Lunches/Breaks – The lunch period will be forty-five (45) minutes. There shall also be a 15-minute break during the first half of the shift and a 15-minute break during the second half of the shift.

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

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

8. Shift Differential – Employees shall receive the \$0.35/hour shift differential for all hours worked between 1400 hours and 0600 hours.

9. **SHIFT/SQUAD BIDDING AND ADJUSTMENT**

No later than the beginning of October of each year, all positions on all shifts) day or night) and squads within these shifts (representing the workdays/days off) shall be posted for bid by shift/squad by seniority within the Chief Dispatcher classification. 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 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 assign 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. When balancing experience, the reassignment shall be limited to employees with less than three (3) years of seniority in the classification and the least senior employee on a shift with more than three (3) years of seniority.

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

D. LMC

The parties understand that this is a work in progress; issues will arise that may require additional adjustments to the collective bargaining agreement and/or current practices (such as overtime in the "short" week, etc.). The parties are committed to continuing to meet and confer in good faith to address any such challenges in order to reach equitable and efficient solutions. The existing provisions and procedures contained in the collective bargaining agreement and this Agreement shall continue to apply unless modified per agreement of the parties.