

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF CLEVELAND
AND
CLEVELAND ASSOCIATION OF RESCUE EMPLOYEES**

**EXECUTIVE SUMMARY
2022-2025 AGREEMENT**

June 5, 2023

The following summarizes provisions of the 2022-2025 Collective Bargaining Agreement between the City of Cleveland and Cleveland Association of Rescue Employees (“CARE”) pursuant to the Decision and Award issued by Arbitrator Howard D. Silver on March 15, 2023, in accordance with Ohio Revised Code Chapter 4117 and Article 26 (Voluntary Dispute Settlement Procedure) of the parties’ prior Collective Bargaining Agreement. This summary does not include provisions that remained unchanged from the parties’ prior Collective Bargaining Agreement (2019-2022).

1. COMPENSATION AND STEP SCHEDULES – ARTICLES 30 & 31

- Wages

Emergency Medical Technician

	4/1/2022 (+2% after application of 5% equity adjustment)	4/1/2023 (+2%)	4/1/2024 (+2%)
EMTs successfully completing training period	\$21.5516 [annual: \$44,827.28]	\$21.9826 [annual: \$45,723.83]	\$22.4223 [annual: \$46,638.30]
After 1 year	\$22.2785 [annual: \$46,339.20]	\$22.7240 [annual: \$47,265.98]	\$23.1785 [annual: \$48,211.31]
After 2 years	\$23.2222 [annual: \$48,302.10]	\$23.6866 [annual: \$49,268.14]	\$24.1603 [annual: \$50,253.50]
After 3 years	\$24.4441 [annual: \$50,843.79]	\$24.9330 [annual: \$51,860.67]	\$25.4317 [annual: \$52,897.88]

Current EMTs and EMD/EMTs (i.e., EMDs with EMT certification) hired before November 1, 2003

4/1/2022 (+2% after application of 5% equity adjustment)	4/1/2023 (+2%)	4/1/2024 (+2%)
\$29.3693 [annual: \$61,088.20]	\$29.9567 [annual: \$62,309.96]	\$30.5558 [annual: \$63,556.16]

Paramedic Achieving Functioning Status (Years based on years of service in the Division of EMS as either an EMT or a Paramedic)

	4/1/2022 (+2% after application of 5% equity adjustment)	4/1/2023 (+2%)	4/1/2024 (+2%)
Start	\$27.0450 [annual: \$56,253.65]	\$27.5859 [annual: \$57,378.72]	\$28.1376 [annual: \$58,526.29]
After 1 year	\$27.7018 [annual: \$57,619.80]	\$28.2559 [annual: \$58,772.20]	\$28.8210 [annual: \$59,947.64]
After 2 years	\$28.3712 [annual: \$59,012.10]	\$28.9386 [annual: \$60,192.34]	\$29.5174 [annual: \$61,396.19]
After 3 years	\$29.0594 [annual: \$60,443.52]	\$29.6406 [annual: \$61,652.39]	\$30.2334 [annual: \$62,885.44]
After 4 years	\$30.9573 [annual: \$64,391.12]	\$31.5764 [annual: \$65,678.94]	\$32.2079 [annual: \$66,992.52]
After 5 years	\$31.6130 [annual: \$65,754.99]	\$32.2452 [annual: \$67,070.09]	\$32.8901 [annual: \$68,411.49]

Emergency Medical Dispatcher

	4/1/2022 (+2% after application of 5% equity adjustment)	4/1/2023 (+2%)	4/1/2024 (+2%)
Start	\$20.5697 [annual: \$42,785.06]	\$20.9811 [annual: \$43,640.76]	\$21.4008 [annual: \$44,513.58]
After 1 year	\$21.4600 [annual: \$44,636.83]	\$21.8892 [annual: \$45,529.57]	\$22.3270 [annual: \$46,440.16]
After 2 years	\$22.3503 [annual: \$46,488.63]	\$22.7973 [annual: \$47,418.40]	\$23.2533 [annual: \$48,366.77]
After 3 years	\$24.1309 [annual: \$50,192.21]	\$24.6135 [annual: \$51,196.05]	\$25.1058 [annual: \$52,219.97]
After 4 years	\$26.4040 [annual: \$54,920.22]	\$26.9320 [annual: \$56,018.62]	\$27.4707 [annual: \$57,138.99]
After 5 years	\$27.0597 [annual: \$56,284.08]	\$27.6008 [annual: \$57,409.76]	\$28.1529 [annual: \$58,557.96]

- Training Wages
 - Effective January 1, 2023, increase training wage to \$16.00/hour (from \$15.00), and effective April 1, 2024, increase to \$16.50/hour.
 - Extend training period for EMTs/Paramedics from one hundred and eighty days to two hundred and forty days.

- Call-In Pay – Add the following: “Employees required to participate in virtual meetings or conference calls shall be compensated at a minimum of one (1) hour of straight time pay.”

2. LEAVES OF ABSENCE – ARTICLE 9

- Sick Leave With Pay
 - Require notice to City of sickness no later than seventy-five minutes prior to the scheduled starting time (formerly required one-hour notice).
 - Add language that employees subject to holdover on account of another employee’s absence will be given an estimate of the period of holdover and notified of the holdover no later than thirty minutes before the end of their shift, unless the holdover is due to another employee’s no-call/no-show, tardy, or failure to provide notice of absence prior to forty-five minutes before the end of the shift.
- AWOL – Specify that an employee who is no-call/no-show absent without leave for three consecutive working days (formerly five consecutive working days) will be considered to have voluntarily resigned.

3. PROBATIONARY PERIOD – ARTICLE 11

- Add language that new employees hired into the EMT certification training program shall serve a probationary period of nine months.
- Amend language to clarify that grievances cannot be filed to challenge the discipline or discharge of probationary employees, but the employee or CARE may grieve actions impacting probationary employees that otherwise violate the terms of the collective bargaining agreement.

4. DISCIPLINE – ARTICLE 24

- Extend the period for issuance of discipline to sixty calendar days (formerly thirty days) from the date the Commissioner had knowledge of the underlying event, which period shall be extended an additional sixty calendar days if the underlying event is referred to the City’s Accident Review Committee or EEO office.
- For employees placed on administrative suspensions following an arrest, extend the period for issuance of discipline to sixty calendar days (formerly thirty days) from the date the Commissioner had knowledge of the criminal adjudication of the underlying charges.

- Delete language providing that verbal warnings may be reviewed through the grievance procedure.

5. HAZARDOUS DUTY INJURY – ARTICLE 28

- Delete references to the Safety Director and City’s Medical Bureau/physician, such that Hazardous Duty Injury leave (“HDI”) determinations are made by the Commissioner.
- Require employees seeking HDI to petition the Commissioner within seventy-two hours of the end of the shift on which the incident occurred (formerly seven working days).
- Extend the period for the City to issue the HDI approval or denial to thirty calendar days after the employee’s request (formerly fourteen days). Specify that, if the employee is not notified within thirty calendar days and is still on leave, the employee will be placed on administrative leave beginning on the 31st day until a determination is made or the employee returns to duty, with such administrative leave being converted to HDI if the HDI request is ultimately approved.
- Amend language regarding temporary restricted duty assignments, such that the designation and length of such assignments are solely within the City’s discretion, so long as the assignment is within the employee’s medical restrictions.

6. UNIFORM ALLOWANCE – ARTICLE 33

- Increase annual maintenance allowance to \$350.00 (formerly \$325.00).
- Increase annual uniform allowance to \$525.00 (formerly \$475.00).
- Specify that the City will provide newly hired EMTs and Paramedics with a hat and hat-badge prior to academy graduation, which the employee is required to return if they leave their employment with the City.

7. SERGEANT/CREW CHIEF/COORDINATOR ASSIGNMENTS – ARTICLE 38

- Effective January 1, 2023, increases the annual pro-rated stipend for employees assigned as Sergeant/Crew Chiefs or Sergeant/Coordinators to \$3,500.00 (formerly \$3,000.00).
- With the exception of field assignments and RED Center assignments, specify that Sergeants working in administrative positions shall be permitted to work either five, eight-hour shifts or four, ten-hour shifts, subject to approval by the Commissioner.

8. ADVANCED LIFE SUPPORT – ARTICLE 39

- Specify that the City will provide professional continuing education and in-service training required to maintain State of Ohio EMS certification and other certifications required by the City, with employees to be compensated for time spent in such training either by the City conducting it during regular working hours or compensating employees in accordance with the Call-In Pay language in Article 30.

9. DRUG AND ALCOHOL TESTING – ARTICLE 41

- Amend language as follows: “Illegal drug use, *use of non-prescribed legal drugs, alcohol use* or participation in any drug/*alcohol* abuse rehabilitation program will not preclude disciplinary action against an employee for any *separate* 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. PROTECTIVE CLOTHING – ARTICLE 45

- Delete reference to City issuing employees a “turnout coat” and substitute “protective wear as reasonably determined by the City.”

11. EMPLOYEE RIGHTS – ARTICLE 46

- Delete prior language in the Article and substitute the following:
 - In a criminal investigation, interview, or interrogation, the employee shall not be required to forego any applicable constitutional and/or statutory safeguards.
 - A bargaining unit member who is questioned (either orally by request or a written statement) as a suspect or a witness in an internal investigation that could lead to criminal and/or departmental charges ordered by the Safety Director, Commissioner or their designees shall be advised of the nature of the internal investigation prior to such questioning, and will ultimately be advised as to the disposition of such investigation.
 - Any employee who is the subject of an investigation and who has been subjected to verbal questioning or the submission of written reports shall be notified within ten (10) days of a determination that the investigation is not going forward.
 - Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. Interrogation 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 administrative investigation shall be

provided to the employee immediately following such questioning or interviews unless it is the result of a criminal investigation. Such copies shall also be provided to the Union with the employee's consent.

- The employee's home address and photograph shall not be given to the press or news media without the employee's express consent. If any of the aforementioned are disclosed to the media, such disclosure shall constitute a breach of this agreement but will not negate the Division's right to proceed with the matter at hand.
- Complaints against an employee, when designated by the Commissioner or Safety Director to be unfounded, shall not be included in the employee's personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.
- Before an employee may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he/she shall be advised by a Supervisory Officer that such conduct may be the basis for such a charge.
- In cases when an employee is required to submit to an oral interview and/or produce a written statement which the employee reasonably believes may result in discipline to him or her, members shall have the right to contact and/or request the presence of a Union representative. The employee will be given a reasonable amount of time to contact a Union representative, and the Union representative will be given a reasonable amount of time to arrive. However, the exercise of this right shall not unduly impair the administrative investigation.
- If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 3.