

NEGOTIATIONS BETWEEN THE
CITY OF CLEVELAND
AND
FOP, LODGE 8

EXECUTIVE SUMMARY OF TENTATIVE AGREEMENT

September 13, 2022

1. **WAGES – ARTICLE 32**

Maintain 16% differential to be applied to CPPA negotiated wage settlement (2022 –5% equity adjustment and 2% wage increase; 2023 – 2% wage increase; 2024 – 2% wage increase).

2. **INSURANCE – ARTICLE 18**

Maintain current benefit levels.

3. **UNION SECURITY – ARTICLE 3**

Renew side letter re: assignment of Union President and designee.

4. **BILL OF RIGHTS – ARTICLE 4**

Modify language to comport with City Charter Amendment (See attached modified article).

5. **OVERTIME – STO PAY – ARTICLE 7**

- ¶(h) – Modify as follows:

(h) A method of compensation shall be in the manner and fashion specified below, regardless of time in service or age, at the election of each member:

- (1) By paying the time and one-half (1 ½) overtime compensation as salary.
- (+2) By paying current straight time in salary for the period worked with one-half (½) time being credited to accumulated compensatory time if applicable; or,

(23) By crediting time and one-half (1 ½) or straight time, if applicable, to accumulated compensatory time.

- ¶(p) - Modify as follows:

~~Basic Patrol Supervisors~~, while working basic patrol and assigned to an 8-hour shift, shall receive one (1) hour of compensatory time, and Basic Patrol Supervisors assigned to a 10-hour shift shall receive one and one-half (1½) hours of compensatory time, per tour of duty for performing the responsibilities of a supervisory training officer when probationary patrol officers under their supervision work that same tour of duty, or when mentoring newly-promoted sergeants. Supervisors shall be eligible for only one such compensatory-time payment per shift.

6. **SHIFT DIFFERENTIAL – ARTICLE 9**

- Add following language to end of Article 9 to clarify payment of shift differential:

For extended tours resulting from the member working a new assignment or on a different matter (e.g. member works A Platoon as a shift OIC then works B Platoon as a sector supervisor), the starting time of the extended tour shall be applied in determining whether a member is entitled to a shift differential for the extended tour.

- Union agrees the “x-time” shift differential grievance has been fully satisfied and resolved.

7. **REPRIMAND – ARTICLE 11**

Add following language to clarify role of Chief of Police and Safety Director regarding discipline, and to introduce option of “working” suspensions:

~~The Chief or designated Deputy Chief can administer discipline up to, and including, ten (10) day suspensions.~~ The Chief of Police may suspend an officer for ten (10) days or less for disciplinary reasons. If the Chief recommends a greater penalty, then the Director of Public Safety will hear the disciplinary charges filed against the officer and render the disciplinary penalty, if any. The Director of Public Safety shall hear such matters as soon as practicable following the filing of the charges. Any suspension in excess of ten (10) days may be appealed to the Grievance Procedure beginning at Step 3-A.

In addition to the Chief, a Deputy Chief can conduct a pre-disciplinary hearing and make recommendations to the Chief regarding discipline up to and including a ten (10) day suspension.

For disciplinary suspensions, the City shall have the discretion to require the employee to serve the suspension without pay or require the employee to work for the duration of the suspension period at his regular hourly rate.

8. **HOLIDAYS – ARTICLE 14**

Add Juneteenth as a recognized holiday.

9 **FAMILY DAY – ARTICLE 14**

Modify as follows:

Members may request two (2) days off per year from their compensatory time and will give no less than a seven (7) day notice of said request to the Division. ~~for graduation, wedding, or religious ceremony or similar family event, and will give a thirty day notice of said request to the Division.~~ Such request shall be granted unless a conflict exists with emergency operational needs of the Division. ~~and the member shall use his/her compensatory time for the day off.~~ If the operating needs of the Division cannot be met because there are too many requests for a specific day (more than one (1) member per shift), the requests will be honored in accordance with seniority.

10. **LIFE INSURANCE – ARTICLE 18**

Correct error in previous contract by increasing life insurance benefit to twenty-five thousand dollars (\$25,000).

11. **PUBLIC RECORDS REQUEST – ARTICLE 27**

Modify second paragraph as follows:

PUBLIC RECORDS REQUEST. ~~Whenever the City produces documents pursuant to a public records request, the City shall notify the subject officer and the F.O.P. of the public records request. The City shall provide the member and the F.O.P. the following information upon request: who requested the records, what documents were provided, and the date that the documents were requested.~~ The City shall notify the FOP President of a public records request made regarding a member of the bargaining unit.

12. **COMP-TIME BUYOUT – ARTICLE 33**

Increase comp-time buyout bank from \$300,000 to \$350,000 effective in 2023.

13. **LEGAL REPRESENTATION AND INDEMNIFICATION – ARTICLE 34**

Modify numbered paragraph 5 to streamline arbitration process for questions of defense and indemnification as follows:

If the Director of Law elects to decline representation of an/or indemnification to an officer, then the exclusive determination of whether the Director of Law's decision was arbitrary and capricious shall be pursuant to the grievance procedure. Such grievance shall be initiated at Step 4 by submitting the demand for arbitration within fourteen (14) days of the Director of Law's decision. Arbitration under this procedure shall be initiated by the FOP by submitting such request to the American Arbitration Association ("AAA"). AAA shall issue a panel of seven (7) arbitrators and the arbitrator shall be selected by the parties through the alternate strike method. The hearing shall be completed within thirty (30) days of the arbitrator's selection, and the decision shall be rendered within sixty (60) days of the hearing. Arbitration shall be the sole means of challenging a decision by the Director of Law declining representation and/or indemnification, and is intended to supersede the provisions of O.R.C. §2744.07. The arbitrator shall have the authority to issue an award directing the City to indemnify and pay the reasonable attorney's fees and costs of the officer, subject to the limitations of Paragraph 6.

14. **MILITARY LEAVE – NEW ARTICLE**

Add language to specifically reference and apply City Ordinance § 171.57.

15. **DRUG / ALCOHOL TESTING – ADDENDUM A**

- §3 – Delete first paragraph (no longer applicable notice-and-education language).
- §7 – Modify as follows:

(7) Disciplinary Action: ~~Employees who, as a result of being drug tested are found to be using illegal drugs may be subject to discipline up to and including termination.~~ An employee will be subject to discipline, up to and including termination, if the employee, as a result of being drug or alcohol tested, is found to have (a) used illegal drugs; (b) engaged in illegal use of drugs; and/or (c) misused alcohol. However, ~~An~~ an employee who tests positive for the first time for alcohol and who cooperated and fulfilled the obligations under Section (9), Voluntary Participation in a Dependence Program, may be disciplined. The scope of such discipline shall be determined on a case by case basis, but shall not exceed three (3) working days. An employee who tests positive for alcohol, for a second time ~~(within a two (2) year period of the first positive test)~~, may be disciplined up to and including termination. The scope of such discipline shall be determined on a case by case basis. Employees

must take part in the Voluntary Dependency Program in order to take advantage of the foregoing limitations on discipline.

Voluntary submission to a program can be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use.

Refusal to submit to a drug/alcohol test, or the adulteration of, or switching of a urine sample ~~may~~ shall also be grounds for discipline up to and including termination.

17. **DURATION – ARTICLE 37**

Date of ratification through March 31, 2025.

1604-22-25

ARTICLE 4
BILL OF RIGHTS

Bargaining unit members shall be entitled to the following rights:

(a) In a criminal investigation, interview, or interrogation, the member shall be provided the same constitutional and statutory safeguards afforded to all citizens.

(b) A bargaining unit member who is questioned as a suspect or a witness in an ~~internal investigation~~ that could lead to criminal and/or departmental charges, ~~ordered by the Chief of Police or his designee,~~ 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.

(c) 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.

(d) Questioning or interviewing of a member 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.

(e) The member's home address and photograph shall not be given to the press or news media without the member's express consent. If any of the aforementioned are leaked to the media, it will not negate the Division's right to proceed with the matter at hand.

(f) Complaints against a member, when designated ~~by the Chief~~ to be unfounded, shall not be included in the member's personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.

(g) Before a member 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.

(h) Evidence obtained in the course of an ~~internal~~ investigation through the use of administrative pressure, threats, coercion, or promises, shall not be admissible in any subsequent criminal action.

(i) In the event a formal disciplinary hearing is held, ~~in the event that formal disciplinary action, before the Safety Director or the Chief of Police, is taken against a member,~~ the member shall have the right to request the presence of legal counsel and/or one representative from the officially recognized F.O.P. ~~when such action is taken,~~ and the attorney and/or representative shall have the right of cross-examination. ~~In a disciplinary hearing before the Chief of Police the member may have a representative present selected by the F.O.P.~~

(j) The ~~attorney~~ representative for the City and the ~~attorney~~ ~~representing~~ representative for a bargaining unit member who has been charged with disciplinary rules violations, or the bargaining unit member himself if not represented by ~~an~~ counsel, shall provide each other, prior to commencement of disciplinary hearings, with a list of all persons who will testify at the hearing, and shall provide copies of factual statements concerning the subject matter of the administrative charges of witnesses who actually testify at the hearing; provided, that such disclosure of witnesses or statements will not compromise any criminal or internal investigation or compromise a promise of confidentiality previously given to such witness. The City will provide the bargaining unit member, prior to hearing, copies of his/her own written statements or reports regarding the matter that is the subject of the hearing. Failure to comply with the terms of this provision will not affect the validity of any discipline

imposed. Both parties agree that they will have a reasonable postponement of the hearing to exchange the information, subject to the above restrictions on disclosure.

(k) If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 3 or Step 3-A. If a decision has not been rendered after the expiration of a thirty (30) day period, the Union shall request in writing that a decision be issued within ten (10) days. The City will be provided up to an additional ten (10) days upon request.

(l) When a citizen complaint is filed more than six (6) months after the date of the alleged event, and the complaint could not lead to a criminal charge, the accused bargaining unit member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action for that complaint. Copies of any written or recorded complaints or the summary of an oral complaint prepared by a representative of the ~~Division of Police City, or the Office of Professional Standards ("OPS")~~ shall be provided to the bargaining unit member and Union, with an opportunity to review same, before the member is asked to respond.

(m) In such cases where the administrative investigation is initiated without a citizens' complaint, and the investigation could not lead to criminal charges, the City shall not bring administrative charges later than six (6) months after the date within which the Chief had knowledge of the alleged violation. If the administrative charges are not brought within six (6) months, the accused member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action. The City may be granted an additional ninety (90) days for good cause shown.

(n) When a member requests F.O.P. representation with respect to disciplinary action against him/her, he/she shall be permitted to call one of the elected officers of the F.O.P.

(o) In addition to the Chief, a Deputy Chief can conduct a predisciplinary hearing and make recommendations to the Chief regarding discipline up to and including a ten (10) day suspension.

(p) In the event that administrative charges are filed against an officer and such charges do not give rise to a criminal indictment, then the charges shall be disposed of within ninety (90) days of the charge letter, unless extended by mutual agreement; otherwise the charges shall be automatically dismissed.