

EXECUTIVE SUMMARY OF AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

FRATERNAL ORDER OF POLICE-OHIO LABOR COUNCIL FINGER PRINTERS & SCIENTIFIC EXAMINERS UNIT

(Approximately 5 employees currently in this bargaining unit)

Reached: October 3, 2022
Ratified by Membership: October 4, 2022

1. ARTICLE 35 - COMPENSATION

a. Wages:

- First year: 2% base wage increase retroactive to April 1, 2022
- Second year: 2% base wage increase effective April 1, 2023
- Third year: 2% base wage increase effective April 1, 2024

b. Amend the latent print examination language of Article 35 to read as follows:

Effective April 1, 2017~~22~~, any Fingerprint Examiner receiving their certification in latent examination shall receive compensation at a rate ~~two~~ **five** thousand ~~and five hundred~~ dollars (\$~~2,500~~**5,000**.00) above their applicable step. ~~Effective April 1, 2020, a Fingerprint Examiner receiving their certification in latent examination shall receive compensation at a rate of three thousand dollars (\$3,000.00) above their applicable step.~~

c. Signing Bonus

Employees employed as of the date of ratification (ratified by both the bargaining unit and City Council) of the CBA to receive a \$1,000.00 one-time, lump-sum payment, payable within sixty (60) days of ratification.

2. ARTICLE 26 – PAID HOLIDAYS

Section 1 – Amend Section 1 to read as follows:

Section 1. Bargaining unit employees shall be entitled to receive payment for the following holidays each year:

New Years' Day	Juneteenth
Martin Luther King Day	Independence Day
President's Day	Labor Day
Good Friday	Thanksgiving Day
Decoration or Memorial Day	Christmas Day

3. **ARTICLE 8 – NON-DISCRIMINATION**

Section 1 – Amend Section 1 to read as follows:

The Employer and the FOP/OLCI agree not to discriminate against any employee(s) on the basis of race, national origin, age (**for those age 40 or older**), religion, gender (**including sexual orientation, gender identity and expression**), disability, genetic background, veteran status.

4. **ARTICLE 14 – GRIEVANCE PROCEDURE**

Step 4 (incorrectly identified as “Step 5”) – Add the following after the first paragraph of Step 4:

Arbitration shall be the sole and exclusive means of resolving disputes under this Agreement. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Contract and such other issues as the parties are expressly required to arbitrate before the arbitrator under the terms of this Agreement, including all disciplinary actions. In reaching his decision, the arbitrator shall have no authority (1) to add or subtract from or modify in any way any of the provisions of this Contract; (2) to pass upon issues governed by law, or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

5. **ARTICLE 30 – DRUG TESTING**

Section 7 – Amend Section 7(a) and (b) to read as follows:

- (a) Drugs. Employees who as a result of being drug tested are found to be using illegal drugs **and/or non-prescribed legal drugs** shall be subject to dismissal. Employees 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 **and also executes a last-chance agreement pertaining to future drug/alcohol related offenses.**

Any employee found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

- (b) Alcohol. An employee who tests positive for alcohol 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 **and also executes a last-chance agreement pertaining to future drug/alcohol related offenses.**

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a ~~three~~ **thirty (30)** day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to termination.

6. NEW ARTICLE – MILITARY LEAVE

New Article – Add a new article reading as follows:

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.

7. ARTICLE 45 – DURATION

Amend Article 45 to read as follows:

Section 1. This Agreement shall become effective on ~~April 1, 2019~~, **ratification** and shall remain in full force and effect until March 31, 202**5**, unless otherwise terminated as provided herein.

Section 2. If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement in accordance with the Ohio Revised Code and Ohio Administrative Code, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized Representatives and entered into this ___ day of _____, 202**2**, at _____, Ohio.