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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF CLEVELAND

AND

CLEVELAND POLICE PATROLMEN'S ASSOCIATION
(C.P.P.A.)

NON-CIVILIAN PERSONNEL

Effective April 1, 2010 through March 31, 2013

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PURPOSE

This Contract sets forth the basic terms of agreement between the City of Cleveland, hereinafter referred to as the "City," and the Cleveland Police Patrolmen's Association, hereinafter referred to as "CPPA," regarding employment of employees in the CPPA bargaining unit for the purpose of assuring that the operation and services of the City of Cleveland will be conducted efficiently and effectively.

WITNESSETH

The parties acknowledge that during the negotiations and/or interest arbitration which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. If an agreement is reached between the CPPA and the City, any such supplemental agreement shall be in writing and subject to the prior approval of the Executive Board of the CPPA and the City or their respective designated representatives.

ARTICLE I
RECOGNITION

(1) City of Cleveland hereby recognizes that the Cleveland Police Patrolmen's Association is the sole and exclusive bargaining agent for all persons employed in the rank of

Patrol Officer and/or apprentices by the City of Cleveland, Division of Police, Department of Public Safety, for the purpose of bargaining with respect to wages, hours of work, and other conditions of employment. The City shall not negotiate with any other employee organization concerning bargaining rights for the classifications of Patrol Officer and/or apprentices. (City will recognize a separate exclusive unit of Radio Dispatchers).

ARTICLE II
UNION SECURITY

(2) Effective April 1, 1995, it having been determined that at least 85% of the eligible employees in the bargaining unit of the CPPA are members of the CPPA, then the City agrees that all employees in the CPPA bargaining unit shall thereafter be either members of the CPPA or be required to pay a fair share fee to the CPPA as a condition of continued employment in accordance with the terms of Revised Code 4117.09(C), which will be remitted by the City to the CPPA in accordance with the statute. As provided by that statute such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less. It is further provided that an employee who has completed his/her probationary period, and is not a member of the CPPA as of October 1, 1983, and who does not become a member of the CPPA by March 31, 1984, shall not be required to pay the fair share fee under this provision.

ARTICLE III
CHECK-OFF

(3) The City will deduct regular initiation fees, monthly dues and yearly increases from the pay of employees in the bargaining unit covered by this Contract upon receipt from the

Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided, that:

(a) An employee shall have the right to revoke such authorization by giving written notice to the City and Union during the thirty (30) day period preceding the termination of this Contract.

(b) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon transfer to a job classification outside the bargaining unit.

(c) The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

(d) The City will not make any deductions for dues and/or initiation fees for any employee organization, except as is provided by court orders in effect on the day of execution of this agreement.

(e) The Union must provide the City with at least thirty (30) days advance notice of any change in the fair share fee amount or other voluntary contribution amounts.

ARTICLE IV
MANAGEMENT RIGHTS

(4) Except as expressly limited by the terms of this Contract, any and all rights concerned with the management of the Division of Police are the exclusive and sole responsibility of the employer. It is further recognized that the City has the right to:

(a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;

(b) Direct, supervise, evaluate or hire employees and to determine when and under what circumstances a vacancy exists;

(c) Maintain and improve the efficiency and effectiveness of governmental operations;

(d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;

(f) Determine the adequacy of the work force;

(g) Determine the overall mission of the City as a unit of government;

(h) Require employees to use or refrain from using specified uniforms or other tools of duty;

(i) Privatize or subcontract services consistent with the attached settlement agreement;

(j) Effectively and efficiently manage the work force; and,

(k) Take actions to carry out and implement the mission of the City as a unit of government. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

(5) Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects — including, but not limited to, those enumerated above —

reserved to and retained by the City under this Article. Therefore, the CPPA agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE V
EMPLOYEE RIGHTS AND REGULATIONS

(6)(a) The City recognizes the right of patrol officers to be free to join the CPPA, to file grievances, to give testimony in grievance proceedings, and to hold office in the organization. Therefore, the City agrees that there shall be no discrimination, interference, restraints, coercion, or reprisal by the City, or any agent thereof, against any patrol officer because of CPPA membership or because of any lawful activity in an official activity in an official capacity on behalf of CPPA.

(b) The City and the CPPA hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or disability.

(c) The City recognizes the right of the CPPA to select local officers and alternates to represent the employees on grievances arising under the Contract. A local officer or alternate, shall be permitted to investigate and process a grievance within his own location as provided in the Grievance Procedure during his working hours without loss of regular (straight-time) pay, such activity taking into consideration and with proper regard for the department's operational needs and requirements. Within the time limits set forth in the Grievance Procedure,

meetings shall be scheduled at times mutually convenient and acceptable to the City and the CPPA.

(d) Two additional members of the CPPA Bargaining Committee shall be granted time away from duty, without loss of straight-time pay or benefits, in order to attend negotiation sessions related to a successor collective bargaining agreement. The Union may request additional time away from duty for these two members, without loss of straight-time pay or benefits, for the purpose of preparing for the negotiation sessions. Such requests shall not be unreasonably denied.

(e) The CPPA shall provide the City an updated list of its officers and Bargaining Committee members.

ARTICLE VI
BULLETIN BOARDS

(7) The City agrees to provide the CPPA with locked and glass enclosed bulletin boards at mutually selected locations, but not less than one per district, and the Justice Center, provided that:

(a) All notices and materials posted on the bulletin boards must be signed by the President or the First or Second Vice President of the CPPA and must pertain to organization business.

(b) No notice of a political or personal nature directed toward an institution or other City employee may be posted.

(c) Upon request from the Safety Director or the Assistant Safety Director, the CPPA shall remove any notice or other material which the City believes violates Paragraphs (a) or (b) herein.

ARTICLE VII
LISTING OF NEW EMPLOYEES, RULES AND ORDERS, PERSONAL SERVICE RECORDS

(8) The City will furnish the CPPA with a list of all new employees with the Division of Police indicating their starting date of employment. Upon the employees' completion of the training period, the City will furnish the CPPA with a list of the duty assignments of new employees.

(9) All rules, special orders, general police orders, permanent transfers and details shall be issued in written form and a copy shall be sent to the CPPA no later than the date of issue, or the next day if necessary. All permanent transfers, unless of an emergency nature, shall be issued to the patrol officers transferred at least seven (7) calendar days, before such transfers are to take effect.

(10) Operational needs allowing, a patrol officer, upon reasonable request and during normal business hours, shall be permitted to review his personal service record. For the purpose of this Contract, the personal service record of a patrol officer shall be limited to attendance records and evaluations, his medical bureau records including any medical (non-psychological) evaluations, disciplinary hearings and charges, letters of reprimand and letters of commendation. Verbal disciplinary warnings and disciplinary written reprimands shall be removed from a Police Officer's record after six (6) months, but all other disciplinary actions or penalties will be removed after two (2) years from the date the discipline was administered.

(11) Whenever the City produces documents pursuant to a public records request, the City shall provide the subject patrol officer a copy of all documents produced when the public records request involves five (5) or fewer officers. When the request involves more than five (5) officers, the Union shall be provided a copy of all documents provided. The City shall provide said copies to the patrol officer or Union at the same time said records are provided to the requestor.

ARTICLE VIII
BILL OF RIGHTS

(12) Bargaining unit members shall be entitled to the following rights:

(a) A bargaining unit member who is questioned as a suspect or a witness in an internal investigation ordered by the Chief of Police or his designee, shall be advised of the nature of the internal investigation prior to such questioning, and shall ultimately be advised in writing as to the disposition of such investigation.

(b) Whenever any bargaining unit member is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, and/or criminal charges, or as a witness only, the bargaining unit member shall be apprised of the nature of the investigation prior to questioning.

(c) Questioning or interviewing of a bargaining unit 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. A copy of any tape, transcript or written statement made pursuant to an administrative investigation

(such as a Form-1 statement) shall be provided to the patrol officer immediately following such questioning or interviewing unless it is a result of a criminal investigation.

(d) The bargaining unit 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 department's right to proceed with the matter at hand.

(e) Complaints against a bargaining unit member, when designated by the Chief to be unfounded, shall not be included in his personal file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.

(f) Before a bargaining unit member may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he shall be advised that such conduct may be the basis for such a charge.

(g) 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.

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

(i) In the event that formal disciplinary action before the Chief of Police or the Safety Director is taken against a bargaining unit member, the bargaining unit member shall have the right to request the presence of legal counsel and/or one representative from the official recognized union 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 bargaining unit member may have a representative present selected by the Union.

(j) The attorney for the City and the attorney representing a bargaining unit member who has been charged with disciplinary rules violations, or the bargaining unit member himself if not represented by counsel shall provide each other, prior to commencement of disciplinary hearings before the Director of Public Safety, with a list of all persons who will testify at the hearing, and shall provide an opportunity to review any written, factual statements concerning the subject matter of the hearing; provided, that such disclosure will not compromise any criminal or internal investigation or compromise a promise of confidentiality previously given to such witness. The City shall provide the bargaining unit member, prior to hearing, with copies of his 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 the Labor Relations Manager's level of Step 3-A.

(l) 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 one (1) year after the date within which the Chief had knowledge of the alleged violation. If the administrative charges are not brought within one (1) year, 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.

(m) All complaints filed by a citizen against bargaining unit members shall be submitted by the complainant in his or her own handwriting and signed. When a 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 all such complaints shall immediately be provided to the bargaining unit member when the officer is asked to respond. In those cases where the complainant is illiterate, tape recordings of the complaint shall be made and retained on file, and the officer shall be given the opportunity to listen to the tape when asked to respond.

(n) When a bargaining unit member requests union representation with respect to disciplinary action against him, he shall be permitted to call one of the officers detailed to full-time Union duty.

ARTICLE IX
LABOR MANAGEMENT COMMITTEE

(13) The Director of Public Safety, shall chair a Labor Management Committee composed of two (2) representatives selected by the CPPA and two (2) representatives selected by the Director of Public Safety, one of whom shall be the Chief of Police or his designee. This Committee shall meet on the call of the Director of Public Safety but at least once every three (3) months, and the Committee will also meet within ten (10) days of any written request of the

CPPA for a meeting, if such special requests have been no more frequent than once every four (4) months.

ARTICLE X
PRIOR RULES AND ORDERS

(14) The City agrees that as of the date of the execution of this Contract, any orders, rules or regulations issued by the Division of Police, the Chief of Police, or the Safety Director which are in conflict with any part of this Contract, are hereby repealed and of no force and effect.

ARTICLE XI
HOURS, OVERTIME, COURT-TIME, COMPENSATORY TIME, LUNCH BREAK

(15)(a) Work Schedule and Pay Period. The City shall schedule officers according to operational needs on work shifts with regular starting and quitting times; provided that, if still in effect, the Fourth (4th) Platoon shift may begin on or after 4:00 p.m. in the First, Second, Third, Fourth and Fifth Districts. The City shall notify a patrol officer at least seven (7) calendar days in advance of any permanent change affecting his regular work rotation shifts and shall not rotate shifts more often than once per month, except for the annual shift rotation adjustment in the month of May. Any regularly scheduled day off ("V-Day") worked by an employee shall be compensated at the rate of one and one-half (1-1/2)times the employee's hourly rate. Salary compensation will be for 2,080 hours worked in each calendar year. Employees shall receive one twenty-sixth (1/26th) of their annual salary every two (2) weeks and there shall be twenty-six (26) pay periods every calendar year.

(b) For officers assigned to a ten-hour shift, they will have 157 days off (currently referred to as V-days), except during a leap year when the number of V-days will be 158.

(c) For officers assigned to an eight-hour shift they will have 105 days off (currently referred to as V-days), except during a leap year when they will have 106. The current practice of adjusting for V-days at the end of the year will be maintained for both eight-hour and ten-hour shifts.

(d) 10-Hour Shifts. Contingent upon mutual agreement of the parties, ten hour shifts may be implemented on A Platoon in basic patrol and for one or more specialized units. For ten-hour shifts and subject to the City's ability to modify start times set forth below, B Platoon early cars will start at 1400 hours and late cars will start at 1500 hours. C Platoon cars will start at 2200 hours. The following range of start times for those in basic patrol on ten-hour shifts shall be adhered to by the City.

A Platoon – 0500 to 0900

B Platoon – 1400 to 1800

C Platoon – 1800 to 2200

The City shall have the right to adjust shifts within these parameters. However, start times can be changed no more often than bi-monthly [sixty (60) days] for those in basic patrol on ten-hour shifts, and the City shall notify a patrol officer at least seven (7) calendar days in advance of any change of his normal starting time.

For employees assigned to ten-hour shifts, the following will be the work-day to off-day cycle.

4 on 4 off = 8 days

5 on 3 off = 8 days

5 on 3 off = 8 days

5 on 3 off = 8 days

5 on 4 off = 9 days

4 on 4 off = 8 days, then repeat from the top.

This cycle must be implemented in a fashion that is consistent with the workweek overtime limitations identified in the FLSA and which does not create built-in overtime.

For purposes of determining shift differential for those officers on basic patrol, the start times will be consistent with the ranges specified above (A Platoon 0500-0900, B Platoon 1400-1800 and C Platoon 1800-2200). A Platoon will continue on the eight-hour shift schedule with starting times of 0630 and 0730, subject to the City's right to modify starting times as set forth above.

(e) Shift Bids. Shift bids will be one time every November 1st for the next calendar year. The shift bids go into effect on or about January 1st of the following year. Shift bids will be based on seniority.

(f) Work and Lunch Breaks. The work day for the employees shall consist of eight (8) hours of work or ten (10) hours of work with a designated starting and quitting time. Each employee shall be entitled to one (1) thirty (30) minute break for lunch during each eight (8) hour shift, one forty-five (45) minute break during each ten-hour shift, and a fifteen (15) minute break for each four (4) hours of work thereafter that is contiguous to his shift. The breaks listed above will be taken at a time consistent with the operational needs of the Department and no patrol officer may take a break until properly relieved. Where a patrol officer has requested

and not received the thirty (30) minute or forty-five (45) minute lunch break during an eight hour or ten-hour shift, that officer shall receive thirty (30) minutes of straight time compensation. Also, where an officer has requested and not received the fifteen (15) minute break for each four hours worked thereafter that is contiguous to his shift, that officer shall receive fifteen (15) minutes of straight time compensation.

(g) Overtime. The City shall be the sole judge of the necessity for overtime. The hourly rate for overtime and other premium compensation shall be computed by dividing the employee's annual salary by two thousand eighty hours (2,080) per year. For employees assigned to a seven (7) day work period, all hours in excess of forty (40) hours in a work period shall be compensated at the rate of one and one-half (1-1/2) times the employees hourly rate. For all employees assigned to an eight (8) day work period, all hours in excess of forty-eight (48) hours will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of eight (8) hours per day for employees assigned to eight-hour shifts shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of ten (10) hours per day for employees assigned to ten-hour shifts shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All paid holiday hours falling on a regularly scheduled shift and paid vacation hours shall be considered hours actually worked for the purpose of determining overtime. Paid sick leave and compensatory time off shall not be counted for the purpose of determining overtime. There shall be no pyramiding of overtime or other premium pay compensation, and overtime shall be computed on the basis of whatever total overtime hours are greater for the week, either on a daily or weekly basis, but not both.

(h) Call-In Pay. An employee required to report to work for reasons other than court appearances, prosecutor reviews, matters involving the City Law department or other court related or judicially related matter, when the time required is not contiguous to his/her scheduled time of work, then the employee shall be guaranteed a minimum of four hours work, compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

(i) An employee called for jury duty shall be determined to be on a tour of duty and will be compensated for the jury duty. To be eligible for such pay, the employee must:

(i) present verification of his/her call to jury duty; and,

(ii) surrender the compensation received from the Court for jury duty to the City Treasurer.

(j) The granting of overtime for phone calls or any other communication received while off-duty shall be governed by the nature and length of the communication. No compensable overtime is due if the communication is a result of an officer's error or oversight. This would include an officer's failure to return car keys or other equipment to its proper location. Overtime for communications received while off-duty are compensable only if the communication is relating to a Division of Police matter, from a prosecutor or from a supervisor with the commander's permission. A communication is compensable only to the extent that the communication is at least 15 minutes in duration. Communications that are 15 to 30 minutes in duration shall be compensated at 30 minutes at premium pay, 31 to 60 minutes at 1 hour of premium pay and going forward in increments of one-half hour.

(k) Off-Duty Arrest Pay. Any officer who makes an off-duty arrest, not including arrests which are made while engaged in private security work, shall receive a

minimum of three (3) hours of pay at time and one-half. The arresting officer shall be responsible for completing all required paper work.

(l) Court Time. When an employee is required to remain at work after the normal quitting time of his/her regular shift in order to make a court appearance, prosecutor review, or continued presence in a court-related matter, the employee will be paid the overtime rate of pay for the actual time worked in excess of the employee's normal shift as provided in paragraph (g) above. If an employee is called in when he/she is not regularly scheduled to work and at a time not contiguous with his/her regular shift for a court appearance, prosecutor review, or other court related matter, the employee shall be paid for a minimum of three (3) hours work at one and one-half (1-1/2) times the regular hourly rate, provided that Third Platoon Officers (as defined in GPO 10-80) who must make a court appearance on a day on which the employee works a tour of duty shall be guaranteed pay for a minimum of four (4) hours of work at one and one-half (1-1/2) times the regular hourly rate.

(m) Holiday Pay. Employees who work on holidays shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate on the following basis: Twelve (12) hours of straight time compensation for each eight (8) hour holiday shift actually worked and fifteen (15) hours of straight time compensation for each ten (10) hour shift actually worked. Employees not working on a holiday shall receive eight (8) hours of straight time compensation. However, effective January 1, 2011, employees assigned to 10-hour shifts who actually use their floating PH days shall receive ten (10) hours of compensation for each floating PH day used. All other banked holidays and banked floating holidays will continue to be paid at eight (8) hours.

(n) Marksmanship Compensatory Time Award. Members will receive compensation upon achieving a specified degree of proficiency with their Department issued

weapon. There are three (3) levels of proficiency with the first level marksman, being satisfactorily performed by meeting the State of Ohio standards set forth in R.C. 109.801. Thereafter, the proficiency levels of Sharpshooter and Expert will be based upon current standards of proficiency of the Cleveland Police Academy as required by the office of the Chief of Police.

PROFICIENCY COMPENSATION

Marksman	Two days	(16 hours of compensation
Sharpshooter	Three days	(24 hours) of compensation
Expert	Four days	(32 hours) of compensation

The City shall maintain the current practice of providing ammunition for primary weapons. In addition, the City shall provide ammunition for the yearly qualification for state certification of secondary weapons up to a maximum annual cost of fifty thousand dollars ($50,000).

(o) Compensatory Time Off. Requests to use any accrued compensatory time shall be granted in accordance with the following minimum requirements:

- Seven percent (7%) of the personnel assigned to the administrative unit as reflected in the daily duty assignments report (form C of C 1-2108) shall be granted compensatory time off upon request. Sick leave taken in excess of 7% of these daily duty assignments shall be deducted on a one for one basis from this minimum for the next day. Bridge days are not subject to this cancellation provision. Employees on HDI or ODI will not be counted in the application of this formula. (For example, 45 officers assigned to Shift A equals three (3) guaranteed compensatory days off if there are three (3) or less officers off on sick

time, not including those officers on HDI/ODI. However, if four (4) officers are off on sick time, not including those officers on HDI/ODI, the Division may cancel one (1) guaranteed compensatory day off on the next day.

- When determining the percentage of allowable compensatory days off, the total shall be naturally rounded to the nearest whole number (i.e.: x.499 and less rounded down; x.500 and above rounded up).
- Requests for compensatory time under this formula shall be given priority as follows:

  a. Bridge Days

  b. Family Days

  c. Compensatory Minus 8's/10's
- Other than cancellations due to the 7% sick leave formula, granted compensatory time off may only be cancelled for the same conditions under which furlough may be cancelled.
- Personal Holidays are not compensatory time and will be granted pursuant to Article XIV of the CBA.
- At management's discretion, additional compensatory days off may be granted.

(p) Family Day. Employees may request a day off for graduation, wedding or religious ceremony or similar family event, and will give at least thirty (30) days written notice of said request to the Department. Such day off shall be granted in accordance with paragraph (o) above and employees shall use their accumulated compensatory time for the day off. Each employee shall be limited to two (2) Family Days per calendar year.

(q) Voluntary Compensatory Time Buy Out. The City shall budget $250,000.00 in each calendar year covered by this Contract, for employees to cash out their accumulated compensatory time under a formula to be agreed upon between the City and the Union.

(r) Method of Compensation. Overtime resulting from hours worked in excess of forty hours in a seven (7) day work period and forty-eight (48) hours in an eight (8) day work period is, however, subject to the overtime provisions of the Fair Labor Standards Act. Premium pay (time and one-half) shall be paid in cash for any overtime earned for working extended tours, worked V-days (WDO's), worked furlough days (WFD's), call in pay, X-time, overnight stays, court time and at-home calls compensable under Paragraph 15(j).

The City may compensate by either cash or compensatory time on a uniform basis for all members of the bargaining unit for the following circumstances:

- Missed lunches (No Lunch pay)
- Holiday pay
- Field Training Officer pay (FTO pay)
- Training pay
- Marksmanship award
- Furlough conversion
- V-day conversion
- Personal Holiday conversion
- Marching time

In those circumstances where employees are eligible to earn compensatory time, the City's election of the payment of compensatory time or cash shall be done no more often than quarterly (every three months).

The City reserves the right to buy down part or all of the compensatory time of the employees, provided that this election may only be done on a uniform basis for all members of the bargaining unit. Any payments made from the compensatory time bank shall be paid at the officer's current rate of pay at the time of such payment or at the rate of pay, pursuant to Article XV, at the time of separation from employment.

(s) FLSA Compensatory Time Buy Out. All compensatory time currently maintained in the FLSA compensatory time banks shall be cashed out based on the hourly rate paid to each individual in the paycheck received by them for the pay period including April 17, 2008 and paid to the individual members at those values over five years in equal annual installments commencing on or before November 1, 2008 and thereafter on or before November 1st of 2009, 2010, 2011 and 2012. Employees retiring during this five-year payout period shall have their FLSA compensatory time paid out at the time(s) directed by the CBA in Article XV. The City's obligations under this paragraph shall survive the expiration of the 2007-2010 Agreement.

ARTICLE XII
FURLOUGH

(16) All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as follows:

Years of Service	Vacation
After 1 year	2 weeks
After 8 years	3 weeks

After 12 years	4 weeks
After 22 years	5 weeks

There will be fifty-two (52), one-week furlough periods, scheduled during each calendar year. One week of furlough is defined as forty (40) hours. Furloughs will be selected on a seniority basis. Patrol Officers may take their earned furlough by selecting consecutive furlough weeks or by selecting separate one-week furlough periods. There will be an even distribution of personnel among the fifty-two (52) furlough periods. The same number of patrol officers shall be on furlough during each of the furlough periods unless mathematically impossible. In the latter event, the rule shall be maintained as ideally as possible.

The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations established by the Office of Personnel Administration and the CPPA:

(a) Any employee who has completed one (1) year of continuous employment by December 31, of the previous year, shall receive two (2) weeks vacation.

(b) Any employee who has completed less than one (1) year of continuous employment by December 31, of the previous year, shall receive one (1) work day off for each month worked prior to December 31, of the previous year, but not to exceed two (2) weeks. New employees whose starting day is prior to the sixteenth (16th) of the month shall be credited with one (1) day of vacation for that month.

(c) Any employee who has completed eight (8) years of continuous employment by December 31, of the previous year, shall receive three (3) weeks vacation during every year thereafter.

(d) Any employee who has completed twelve (12) years of continuous employment by December 31, of the previous year, shall receive four (4) weeks vacation.

(e) Any employee who has completed twenty-two (22) years of continuous employment by December 31, of the previous year, shall receive five (5) weeks vacation.

(f) For vacation purposes, an employee's continuous employment is defined as the period of time during which he is continuously listed as an employee on the rolls of the City, including authorized paid leaves of absence.

(g) Time in authorized leave of absence (off payroll) shall be deducted for purposes of computing the amount of employment.

(h) 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 vacation leave at the rate for which he is eligible based on length of service as follows:

Less than eight (8) years service	1 day per month, not to exceed two (2) weeks
Eight (8) years, but less than twelve (12) years service	1-1/2 days per month, not to exceed three (3) weeks
Twelve (12) years, but less than twenty-two (22) years service	2 days per month, not to exceed four (4) weeks
Twenty-two (22) years service	2-1/2 days per month, not to exceed five (5) weeks

(i) An employee may use any vacation leave earned prior to December 31, of the preceding year. Vacation leave being earned currently in any calendar year may not be used until after December 31, of that year, except in the year in which employee terminates his employment.

certificate from a physician verifying the nature of the claimed sickness or injury provided that such a medical certification must be submitted for any sickness or injury extending beyond three (3) days. The validity of all medical excuses and certifications are subject to review by the Medical Bureau of the Department and if refused by the Medical Bureau, the matter shall be subject to the Grievance Procedure. Falsification of either a written signed statement, request for Sick Leave pay, or a physician's certificate shall be grounds for disciplinary action including dismissal.

(iii) The Police Division will not require a patrol officer to obtain a release from the Medical Bureau to return to duty if the sick leave absence is three (3) days or less during the previous fifty-two (52) weeks, provided that the Police Division may notify a patrol officer that he or she will be required to report to the Medical Bureau after a day of sick leave at any time. Employees who report to the Medical Bureau consistent with applicable rules, but are not seen by a doctor or designee, will not be charged sick time for that day.

(iv) If the CPPA bargaining unit absentee ratio is maintained at four percent (4%) or less for a continuous six (6) month period, then employees who are absent on sick leave for ten (10) days or less during the previous fifty-two (52) weeks will not be required to obtain a medical release from the Medical Bureau prior to returning to duty. The City will calculate the absentee ratio for each six (6) month period and give the CPPA the results. This provision shall become inapplicable if the absentee ratio exceeds four percent (4%) over a six (6) month period and the stricter provision of (iii) above shall apply. The Personnel Department may require an employee to justify any claimed sickness or illness and to be examined by the Medical Bureau and a medical examination must be obtained in all cases for a sickness or illness extending beyond three (3) days. In the event of any on-duty or off-duty injury resulting in time

lost from work, an employee must receive a medical examination by the Medical Bureau before returning to work.

(v) Sick Leave with pay shall be granted only for (1) actual sickness or injury, (2) confinement by reason of a contagious disease, (3) visit to a doctor or dentist for medical or dental care, or (4) serious illness of a member of the employee's immediate family (emergency).

(vi) Sick Leave with pay shall not be granted for any sickness resulting from moral turpitude, intoxication or use of narcotics, except that Sick Leave will be granted for treatment or rehabilitation as approved by the Police Surgeon on the same basis as granted for any other illness. Moreover, employees are prohibited from engaging in strenuous or physical secondary employment (e.g. private security, physical labor) while on a sick leave.

(vii) New employees will accumulate Sick Leave credit, but cannot use Sick Leave until the satisfactory completion of the initial probationary period of ninety (90) days.

(viii) The policy of restricting officers to their homes during periods of extended recuperation is rescinded. Any officer affected by the rescission of this policy shall be granted a release from the recuperation restriction upon appearing before the Safety Medical Coordinator for a medical evaluation of their injury or illness. The Medical Bureau shall devise a release form for use in this process. This policy shall not apply to any officer who strikes off on the sick list for short term recuperative periods in cases where the officer has had a history of sick leave usage suggesting a pattern of abuse or where the officer is suspected of engaging in secondary employment while on sick leave.

(ix) A patrol officer shall have an opportunity to present an explanation challenging any claim of suspected sick leave abuse. Any unresolved disputes shall be subject to the grievance procedure.

(18) Work Time Bank. Any employee who has used up his accumulated Sick Time and is not covered elsewhere in this Contract shall be eligible to apply for use of the Work Time Bank if he is a participant in the Work Time Bank. The Work Time Bank may be initially funded by employees depositing eight (8) hours of accumulated sick leave time to the Work Time Bank. Employees wishing to use the Bank shall apply to the Work Time Bank Committee. This Committee shall consist of three (3) members who shall be two (2) elected officers of the CPPA appointed by the President and one (1) appointed by the Safety Director. The Committee shall prepare written policies governing participation and use of the Work Time Bank. The CPPA will indemnify and save the City harmless from any action regarding such bank by an employee against the City.

(19) Contagious Disease. In the event a patrol officer is found to have been exposed to an active infectious disease in the course or scope of his employment, the City shall inform the officer of such exposure as soon as the City acquires such knowledge and will bear the cost of medical treatment and/or prevention for the officer and members of the officer's family so exposed. The City shall grant medical leave to such an officer under the provisions of "Hazardous Duty Injury."

(20) Funeral Leave. Patrol Officers shall be allowed time off for funeral leave in accordance with past practice in the Division as contained in the presently existing Division of Police Manual of Rules and Regulations, Section 1801, 1804, Page 55.

(21) Family and Medical Leave Act. As appropriate, the City will designate an employee's use of paid and unpaid time as family medical leave consistent with the Family Medical Leave Act and with current City sick leave and leave of absence policies.

(22) Military Leave. A patrol officer shall be granted an extended leave of absence without pay for military duty in accordance with law, and after discharge, shall be restored to employment with the City, upon request, in accordance with law. Patrol Officers who are drafted or who enlist shall be granted a one (1) day leave of absence with pay for the purpose of taking a military physical. Upon return from military leave, an employee will be reinstated at the current applicable rate of his classification in accordance with law and the provisions as set forth herein. A patrol officer who is temporarily called to active duty (e.g. summer training) shall be granted a leave for the duration of such active duty and shall be paid the difference between his regular pay and his total military pay (upon receipt of a service pay voucher) for a period not to exceed thirty-one (31) days in any calendar year, and further, shall accumulate vacation and sick leave with pay credit during the period of such leave. Patrol Officers on military leave who thereafter return to employment with the City shall receive retirement credit for all time spent in active military service.

ARTICLE XIV
HOLIDAYS

(23) All regular full-time employees shall be entitled to eleven (11) paid holidays as follows:

New Year's Day
Dr. Martin Luther King Day
President's Day
Memorial Day
Independence Day
Good Friday
Labor Day
Thanksgiving Day
Christmas Day

Employees are entitled to two (2) floating holidays in each calendar year which will be given to the employee at his request and upon giving five (5) days notice to the Department. If the operating needs of the Department cannot be met because there are too many requests for a specific day, the requests will be honored in accordance with seniority.

Effective in 2011, 10-hour employees using their floating holidays will be paid for ten (10) hours for each floating holiday used. All other "banked" holidays and "banked" floating holidays will continue to be paid at eight (8) hours.

To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receives pay) on the last regular work day before and the first regular work day after the holiday unless absent because of bona fide illness or injury or funeral leave, but in no case shall an Employee receive holiday pay if he receives no pay during the holiday week (regardless of the cause of absence).

If a holiday falls on a patrol officer's regularly scheduled work day, but his unit is scheduled to close on such holiday, the patrol officer shall be offered an opportunity to work in another unit which is not scheduled to close.

ARTICLE XV
TERMINATION BENEFITS

(24) A Patrol Officer shall receive the following treatment on certain fringe benefits during the last three (3) years prior to retirement if the Patrol Officer designates such three (3) year period at about the time of the furlough selection. It is understood that a Patrol Officer may only designate one such three (3) year period.

(a) All overtime shall be paid in accordance with contract specifications for overtime worked and shall be included in the Patrol Officer's pay period in which such overtime is worked.

(b) Holiday pay shall be paid to the Patrol Officer in the pay period in which the holiday falls. If the holiday falls during the Patrol Officer's furlough, one (1) extra day's pay will be added to the pay period. If the Patrol Officer works on the holiday, he/she shall receive full premium pay in the same pay period.

(c) After twenty-two (22) years of service, a patrol officer, with the approval of the Chief of Police, may work his/her furlough at straight time and be paid for it in the same pay period in which the furlough was worked. If the patrol officer exercises this option, no compensatory time may be used by the officer as vacation time off during the work period that this option is exercised.

(25) Retirement. A patrol officer who retires is eligible and shall be compensated accordingly for all of his accumulated overtime, compensatory time and holiday time due at the time of termination at his current rate of pay. He shall also be compensated for any unused furlough time, including any pro rata furlough pay due for the current year at his current rate of pay. Upon retirement, a patrol officer shall have the right to convert his accumulated sick leave into a cash bonus at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate shall be set by the same thirty-six (36) month average used under the Ohio Police and Fire Pension Fund.

(26) Resignation. A patrol officer who resigns is eligible and shall be compensated accordingly for all of his accumulated overtime, compensatory time, holiday time, and accumulated furlough time, including pro rata of pay.

(27) Gun Purchase for Retirees. A member of the bargaining unit who has twenty-three (23) years of service in the department and has reached the age of forty-six (46), may purchase his/her .9 mm handgun at the agreed upon fair market value. In addition, those officers who have more than one weapon may purchase any or all of those additional weapons at the then fair market value. Said purchase may be made via cash or deducted from the member's annual clothing allowance.

(28) Demise. Upon the demise of a patrol officer his estate shall be eligible for all of the benefits listed under Retirement. Such compensation will be made upon written request by the Executor or other duly authorized person handling the estate.

(29) Layoff. A patrol officer who is laid off shall be compensated for all unused compensatory time, overtime, holiday time and furlough time, including pro rata furlough for the current year, at his current rate of pay.

(30) Dismissal. The same schedule of compensation applies as in Resignation, with the exception of pro rata furlough.

ARTICLE XVI
LONGEVITY PAY

(31) Patrol Officers shall be compensated for longevity tenure according to the following schedule:

After 5 years	$300.00
After 10 years	475.00
After 15 years	575.00
After 20 years	700.00
After 25 years	800.00

ARTICLE XVII
UNIFORM ALLOWANCE

(32) Each patrol officer, with more than one (1) year of seniority, shall receive a uniform clothing allowance of three hundred dollars ($300.00). Distribution of this allowance will be on or about July 1, and otherwise in accordance with present procedures. Effective in 2011, employees who will achieve seven (7) or more years of employment as a police officer (including time in the academy) in the year the election is made, shall, at the employee's option, be paid this annual uniform allowance in cash. This cash distribution shall be paid on or before March 1. Newly-hired patrol officers shall receive three hundred fifty dollars ($350.00).

The City shall assume all costs in excess of one hundred dollars ($100.00) for new, individual uniform items which are mandatory requirements for duty and which exceed that amount.

(33) In addition to the above, each patrol officer shall receive an annual five hundred fifty dollar ($550.00) maintenance allowance payable on March 1, of each year. Effective in 2011, this amount shall be increased to six hundred fifty dollars ($650.00). If the patrol officer retires during the year on a date other than the payment dates, he shall receive a pro rata maintenance payment.

ARTICLE XVIII
INSURANCE

(34) Hospitalization/Surgical. The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. The CPPA agrees that its

President will participate in a city wide Management-Labor committee to examine the health coverage contracts in effect providing health benefits and to explore ways to reduce the costs of health benefits to the City and to consider alternative ways to provide the health benefits for City employees.

(35) Health Care Benefits. Effective through March 31, 2011, the City will provide health insurance benefits as summarized in the attached Medical Insurance Plan Design (Exhibit H). Effective April 1, 2011, the City will provide health insurance benefits as summarized in the attached Medical Insurance Plan Designs (Exhibit I).

Furthermore, on the aforementioned plans, dependent coverage shall be limited to members of the employee's immediate family (*i.e.,* spouse and children).

All members shall contribute on any hospitalization/medical plans offered by the City and such contributions shall be deducted from the member's wages as follows:

Individual Coverage — $25.00 per month
Individual and Family Coverage — $50.00 per month

Effective April 1, 2011, employee monthly contributions shall be deducted from the member's wages as follows:

	Individual Coverage	Family Coverage
MMO Plus	$52.50	$105
HMO Health Ohio	$62.50	$125
Kaiser	$67.50	$135

Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

The City will continue to provide the opportunity to enroll in the above-listed alternative hospitalization/medical plans.

The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through that Health Care Committee over the change in carriers before implementing any changes in insurance carriers.

For all mental, nervous, and substance abuse treatment, in-patient and out-patient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.

(36) Life Insurance. During the term of this Contract, the City shall provide all members with Group Insurance in the amount of Fifteen thousand dollars ($15,000.00).

(37) Dental Insurance. The City shall continue to provide all members with a dental insurance package which shall include orthodontist benefits. The benefit package and the insurance carrier shall be subject to approval of the City and the Union.

(38) Vision Insurance. The City shall provide a vision insurance plan for employees.

ARTICLE XIX
PARKING RIGHTS

(39) The patrol officers of the CPPA bargaining unit who are regularly employed at the Justice Center and City Hall shall continue to be entitled to Parking Privileges at the Willard Park Garage as long as such garage is open. If the City institutes a monthly parking fee for all City employees, and the monthly parking fee exceeds twenty-five dollars ($25.00), the excess will be paid out of the Safety Forces Budget. Officers requested for Court testimony or similar short-time official City business will continue to be given free parking.

(40) CPPA members shall get free parking if other City Hall employees get free parking.

(41) Employees who can be identified and who fail to pay tickets/fines on City vehicles, authorize the City to deduct the amount of the fines from their pay once all administrative appeal process(s), if applicable, have been exhausted.

ARTICLE XX
ASSIGNMENTS AND TRANSFERS

(42) Effective upon execution of this Contract and excluding those basic patrol officers who are listed as being on light or restricted duty, all First Class Patrol Officers shall be eligible for assignment and transfer in accordance with the following procedures:

Terms used in this contract are defined as follows:

(a) Basic Patrol are those patrol officers assigned to a District whose assignment is to patrol a zone or sector, either in a vehicle or on foot.

(b) Seniority is the date of employment in the Police Department or the date of re-employment in such cases.

(c) Transfers from one district to another district or from a specialized unit to a district shall be considered interdistrict transfers. Interdistrict transfers shall be made only into the basic patrol section of a district.

(43) The following procedure applies to interdistrict transfers.

(a) An officer desiring an interdistrict transfer shall submit a Form 1 written request, indicating the district to which a transfer is sought. Nothing contained herein shall

preclude a patrol officer, who would otherwise qualify, from waiving his/her right to bid. Such waiver will not affect his/her written bid for future assignments open to the bidding process.

(b) When the Chief of Police, or his designee determines that a vacancy exists in a district, the vacancy shall be posted in each district and the Justice Center for a ten (10) day period prior to filling the vacancy.

(c) The Chief of Police, or his designee, shall fill one half (½) of such interdistrict vacancies without regard to seniority, and the remaining one half (½) of such interdistrict transfers shall be filled by transferring the First Class Patrol Officer(s) with the most seniority desiring such transfers. If there are an insufficient number of officers requesting a transfer, the Chief of Police will fill any remaining vacancies.

(44) The following procedures apply to assignments within each District.

The District Commander, or his designee, will transfer patrol officers to District non-basic patrol vacancies in accordance with the following bid procedure:

(a) The District Commander shall post a list of the minimum qualifications and objective criteria to be considered and required in filling the positions. The posting requirement shall be for each separate unit and no two or more units shall be merged in one posting. The officer with the most seniority who meets the minimum qualifications, as determined by the District Commander, or his designee, will be detailed to the position. One-half (½) of all Detective Unit vacancies, one-half (½) of all Traffic Car vacancies, one-half (½) of all Strike Force vacancies, and one-half (½) of all Downtown Safety Patrol vacancies shall be transferred by seniority. For the duration of this Agreement, one-third (1/3) of all Vice Unit transfers shall be transferred by seniority. And all other vacancies in the District shall be filled by selection of the District Commander.

(b) The selected bidder will be detailed to the position for a period of ninety (90) days. If prior to the end of the ninety (90) days the patrol officer does not like the new assignment, he may voluntarily return to his original tour of duty. If during the ninety (90) days the District Commander or his designee determines that the patrol officer is not performing satisfactorily, he will be called in not later than the forty-fifth (45th) day of the detail period and any shortcomings then known will be explained to the patrol officer. If at the end of the ninetieth (90th) day, in the opinion of the District Commander or his designee, or his designated representative, the patrol officer is still not performing satisfactorily, the patrol officer may be returned to his original tour of duty.

(c) It is agreed that the first time a patrol officer bids and is returned to his original assignment, the patrol officer shall have no recourse to the Grievance Procedure. If, however, a patrol officer is rejected for a permanent assignment after being detailed for a trial period on a subsequent bid, he may appeal the decision through the grievance/arbitration procedure and such rejection must be for good and sufficient cause, provided that no arbitrator shall have power to substitute his or her judgment for the professional judgment of the District Commander as to whether the patrol officer has the qualities and performance level required for successful and efficient police work in a particular assignment.

(45) The Chief of Police, or his designee, shall assign patrol officers to vacancies in accordance with the following bid procedure:

(a) The Chief of Police shall post a list of the minimum qualifications and objective criteria to be considered and required in filling the position. This posting requirement shall be for each separate unit and no two or more units shall be merged in one posting. The Chief of Police may transfer or assign patrol officers to one-half (½) of the vacancies without

regard to seniority, except that the Chief of Police may fill all vacancies in the Narcotics Units, and the Organized Crime-Intelligence Unit without regard to seniority. With respect to the other one-half (½) of the vacancies, the officer with the most seniority who meets the minimum qualifications, as determined by the Chief of Police, or his designee, will be given priority for the position.

(b) The selected bidder will be detailed to the position for a period of ninety (90) days. If prior to the end of the ninety (90) days the patrol officer does not like the new assignment, he may voluntarily return to his original tour of duty. If during the ninety (90) days the Chief of Police or his designee, determines that the patrol officer is not performing satisfactorily, he will be called in not later than the forty-fifth (45th) day of the detail period and any shortcomings will be explained to the patrol officer. If at the end of the ninetieth (90th) day, in the opinion of the Police Chief or his designee, or his designated representative, the patrol officer is still not performing satisfactorily, the patrol officer may be returned to his original tour of duty.

(c) It is agreed that the first time a patrol officer bids and is returned to his original position, the patrol officer shall have no recourse to the Grievance Procedure. If, however, a patrol officer is rejected for a permanent assignment after being detailed for a trial period on a subsequent bid, he may appeal the decision through the grievance/arbitration procedure and such rejection must be for good and sufficient cause, provided that no arbitrator shall have power to substitute his or her judgment for the professional judgment of the Chief of Police as to whether the patrol officer has the qualities and performance level required for successful and efficient police work in a particular assignment.

(d) Administrative positions and assignments to the Mayor's staff, the Safety Director's staff, City Council, and the Chief's staff may be selected by the Chief of Police without using the above bid procedure.

(46) Involuntary transfers out of a district or unit shall be made on the same seniority basis that applies to transfers into the district or unit. If a patrol officer is involuntarily transferred, and requests the reason for such transfer, the reason will be given by the Department within five (5) working days of the date of transfer.

(47) Effective with the date of the Contract it is agreed that details shall be limited to ninety (90) days and if they are to extend beyond that period they will become subject to the transfer provisions of the Contract. This provision is not to affect the special details to the Mayor's office and to the President of City Council.

(48) No employee shall be assigned/transferred to a unit/platoon where another immediate family member (as defined in funeral leave provision/GPO) is assigned and the possibility exists that the family member would have direct or indirect management oversight over that employee. The Chief or his designee and one representative from the Union will meet to discuss the transfer of personnel who are assigned in violation of this provision.

ARTICLE XXI
HAZARDOUS DUTY INJURY

(49) The policy of the Division of Police, Department of Public Safety, City of Cleveland regarding "Hazardous Duty Injury" is as follows:

(a) Because of the hazardous nature of active police duty, days lost by a patrol officer herein defined, due to a hazardous duty injury, shall not affect normal biweekly salary,

accumulated sick time, holiday, accumulated overtime, accumulated furlough time, and vacation days. Nor shall a patrol officer be deprived of any other benefit because of hazardous duty injury so determined by the Safety Director and confirmed by the Medical Director and/or the officer's private physician and any time lost due to such an injury shall not affect the formula for sick leave conversion at the time of retirement.

(b) "Hazardous duty injury" is defined as injury resulting from active police duty, either on or off regular tours of duty, such duty including but not limited to apprehension or attempted apprehension of suspects, active participation in the prevention of crimes, and pursuit of suspects. Employees injured while performing work in the service of another employer are not eligible for hazardous duty pay and benefits. However, injuries incurred by an officer responding to criminal activity unrelated to the secondary employment fall within the definition of "hazardous duty injury."

(c) It is mutually agreed that a patrol officer is prohibited from engaging in or accepting secondary employment during the period of time in which the provisions of the above paragraph are in effect.

(d) Injuries which are incurred on regular tours of duty while patrol officers are engaged in supportive duty or engaged in work which is incidental to active police duty are compensable through the Ohio Bureau of Workers' Compensation.

(e) Any dispute arising out of the interpretation or application of this policy is subject to the Grievance Procedure.

(f) The City may require periodic examinations to determine the continued extent of incapacity. After an employee has been on hazardous duty injury status for six (6) months, a complete medical diagnosis report shall be made by the Police Surgeon as to when the

employee can return to normal duty. In making such diagnosis, the Police Surgeon shall review all medical records of the employee, and any reports of the employee's own physician(s) regarding his medical condition. If the employee will never be able to return to normal duty, then application will then be made for a disability retirement pension.

(g) While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Safety Department may, at its option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible employee may be assigned. The assignment of said employees is the sole responsibility of the City based upon the Medical Bureau's examination results.

(h) After an employee has been on Hazardous Duty Injury status for two (2) years, the employee shall apply for a permanent disability retirement pension or return to normal duty with the department.

(i) The employee shall remain on Hazardous Duty Injury status until the disability pension is effective.

ARTICLE XXII
GRIEVANCE PROCEDURE

(50) It is mutually agreed that the prompt presentation and settling of grievances is to the benefit of both the City of Cleveland and the members of the bargaining unit. Discipline shall fall under the grievance procedure and shall be based upon internal investigation within the Department of Public Safety.

(51) The term "grievance" shall mean any dispute arising out of or connected with the subject matter of this Contract or the interpretation, application or enforcement of any of its terms.

Step 1. A grievance must be reduced to writing within seven (7) calendar days after the event or knowledge of the event giving rise to said grievance. A member having a grievance shall, accompanied by a representative of the Union, present the grievance to the Commanding Officer of the Administrative Unit. The grievance shall be signed by both the grievant and a Union representative, and shall set forth in detail the appropriate facts and requested remedy and relief. A copy of all grievances and answers are to be filed with the Chief of Police and the Union. A member shall be entitled to have a meeting on the grievance within seven (7) calendar days of the time the written grievance is submitted to the Commanding Officer of the Administrative Unit, if the member requests a meeting. If the member does not request a meeting, the grievance shall be answered in writing within seven (7) calendar days. If the member requests a meeting, the Union President or a designee may be present with the member at the meeting. The Chief of Police will designate an appropriate representative at the meeting, and will give the grievant a written answer to the grievance within seven (7) calendar days after the meeting.

Step 2. If the grievance is not satisfactorily settled at Step 1, said grievance may, within seven (7) calendar days after receipt of the Step 1 answer, be appealed to the Chief of Police. The Police Chief and/or the designated representative of the Department shall meet with the President or Vice President(s) of the Union within seven (7) calendar days of receipt of written appeal and shall render an answer in writing within seven (7) calendar days.

Step 3. If the grievance is not satisfactorily settled at Step 2 the Union may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Safety Director. The Director or his designee, which may include representatives of the Department of Personnel, shall meet with the Union President, or designee, within twenty (20) calendar days after the

grievance is submitted to the Director. The Safety Director, or designee, shall provide the Union with an appropriate written answer within twenty (20) calendar days and will institute any other appropriate procedures or hearings as required by the City Charter and applicable law.

Step 3-A. If the grievance is not satisfactorily settled in Step 3, and it concerns a matter of Contract interpretation, then the Union may, within seven (7) calendar days after the Step 3 answer, refer said grievance to the Labor Relations Manager for review. A written answer to the grievance shall be given to the Union President, personally or by mail, within twenty (20) calendar days after the grievance is submitted to the Labor Relations Manager or his designee.

All grievances involving the payment of wages may be filed at Step 3-A.

Step 4. If any grievance is not satisfactorily settled by the Safety Director or pursuant to Step 3-A, the Union, and only the Union, may submit the matter to arbitration within thirty (30) calendar days after the receipt of the answer. The Union shall notify the American Arbitration Association and the City at the same time of its intent to appeal the grievance. The arbitrators shall be chosen in accordance with the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Further, the aggrieved member, his representative, and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding.

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, including all disciplinary actions and 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, (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.

The Grievance Procedure set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and a member (or members), and all decisions of arbitrators shall be final, conclusive, and binding on the City, the Union, and the members. A grievance may be withdrawn by the Union at any time and the withdrawal of such grievance shall not be prejudicial to the filing of future grievances, even if on the same subject matter.

A policy grievance which affects a substantial number of employees may initially be presented by the Union at Step 2 of the Grievance Procedure.

The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Contract and shall not be arbitrable. Any grievance not timely processed by the City at any of the preceding steps may be placed by the Union in the next Step.

Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

ARTICLE XXIII
BINDING ARBITRATION OF IMPASSE ISSUES

(52) Not less than ninety (90) days before the expiration of this Contract and any re-opener provided herein the City and the CPPA shall begin negotiation and shall negotiate for a period of at least sixty (60) days. After sixty (60) days either party can demand final and binding

arbitration, by written notice to the other, of all issues on which they are at impasse in accordance with the following procedures:

(a) Each party shall appoint an arbitrator and those two (2) arbitrators shall agree on a third arbitrator within five (5) days, or they shall select a third impartial arbitrator by the strike-off method from a list of seven (7) furnished by the American Arbitration Association.

(b) Five (5) days after the third impartial arbitrator has been selected the parties shall submit their final offer on each issue which is at impasse to the arbitration panel.

(c) The arbitration panel may hold hearings, receive evidence or documentation, and call witnesses in accordance with the arbitration rules of the American Arbitration Association.

(d) After receiving whatever evidence the parties wish to submit, the arbitration panel shall select the final offer of one (1) of the parties on each of the impasse issues and shall issue an award incorporating all of these selected final offers, without modification.

(e) In reaching its decision, the arbitration panel shall give weight to the following factors:

(i) Past collectively bargained agreements, if any, between the parties;

(ii) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

(iii) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(iv) The lawful authority of the public employer;

(v) The stipulations of the parties;

(vi) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

(f) Each party shall bear the expense of its own arbitrator and the parties shall split the expense of the third impartial arbitrator, and all other expenses of the arbitration proceeding, other than the expenses of their own witnesses and/or counsel.

ARTICLE XXIV
NO STRIKE - NO LOCKOUT

(53) The parties to this Contract, having provided for a grievance and arbitration procedure to settle all disputes between them during the term of the Contract, and, having further provided for the arbitration procedure to resolve any impasse issues arising from the next negotiation, hereby agree that:

(a) The CPPA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way nor shall any employee instigate or participate directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave, mass resignation, work stoppage, picketing, job action or interference of any kind with any operation or operations of the City. Violations of this promise by any employee(s) shall be proper cause for discharge or other disciplinary action by the City.

(b) The CPPA and all of its officers or stewards (directors) shall at all times cooperate with the City in continuing operations in a normal manner and shall actively

discourage and endeavor to prevent or terminate any violation. In the event any violation occurs, the CPPA shall immediately notify all employees that the strike, slowdown, walkout, concerted "sick" leave, mass resignation, work stoppage, picketing, job action or interference of any kind with any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the CPPA. Furthermore, the CPPA shall also immediately advise all employees to return to work at once.

(c) The City shall not lock out any employees for the duration of this Contract.

ARTICLE XXV
LEGALITY AND SEPARABILITY

(54) It is the intent of the City and the CPPA that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if there be a final determination by proper judicial authority that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the CPPA shall meet within thirty (30) days for the purpose of negotiating lawful alternative provisions.

ARTICLE XXVI
COMPENSATION

(55) Salaries. There shall be no wage increase in 2010 or 2011. Effective April 1, 2012, there shall be a three percent (3%) wage increase. The annual salary of all patrol officers for the periods indicated upon passage of the applicable ordinance, shall be as follows:

APRIL 1, 2010	Annual Rate	Bi-Weekly Rate	Hourly Rate
Patrol Officer I - Maximum	$53,922.2200	$2,073.9314	$25.9241
Patrol Officer I – 1 Year	$53,672.2200	$2,064.3161	$25.8040
Patrol Officer I – Start	$53,422.2200	$2,054.7007	$25.6838
Patrol Officer II	$48,815.4600	$1,877.5176	$23.4690
Patrol Officer III	$47,116.4900	$1,812.1726	$22.6522
Patrol Officer IV	$45,904.6400	$1,765.5630	$22.0695
Police Trainee			$10.50

APRIL 1, 2011	Annual Rate	Bi-Weekly Rate	Hourly Rate
Patrol Officer I - Maximum	$53,922.2200	$2,073.9314	$25.9241
Patrol Officer I – 1 Year	$53,672.2200	$2,064.3161	$25.8040
Patrol Officer I – Start	$53,422.2200	$2,054.7007	$25.6838
Patrol Officer II	$48,815.4600	$1,877.5176	$23.4690
Patrol Officer III	$47,116.4900	$1,812.1726	$22.6522
Patrol Officer IV	$45,904.6400	$1,765.5630	$22.0695
Police Trainee			$10.50

APRIL 1, 2012 – 3%	Annual Rate	Bi-Weekly Rate	Hourly Rate
Patrol Officer I - Maximum	$55,539.8900	$2,136.1495	$26.7019
Patrol Officer I – 1 Year	$55,282.3900	$2,126.2457	$26.5780
Patrol Officer I – Start	$55,024.8900	$2,116.3418	$26.4543
Patrol Officer II	$50,279.9200	$1,933.8430	$24.1730
Patrol Officer III	$48,529.8900	$1,866.5376	$23.3317
Patrol Officer IV	$47,281.7800	$1,818.5299	$22.7316
Police Trainee			$10.50

Wage increases shall be effective: (a) during the pay period in which April 1st falls if April 1st falls in the first week of a pay period; or (b) during the pay period following the pay period in which April 1st falls if April 1st falls in the second week of a pay period.

(56) Automatic Progression. Patrol Officers who are at the minimum salary for Patrol Officer I, shall be entitled to receive a two hundred fifty dollars ($250.00) increase after they have served one (1) year in the Patrol Officer I rank, and a two hundred fifty dollars ($250.00) increase after they have served two (2) years in the Patrol Officer I rank.

(57) Trainees. Trainees may be hired by the City under a special expedited training program not to exceed a twenty-two (22) week period, unless State law requires a longer training period, in which case the Union will be notified prior to extending the training period beyond twenty-two (22) weeks. Trainees shall be paid at a rate of $10.50 per hour or the existing "living wage" rate, whichever is greater.

Upon the completion of the training course said trainees shall attain the rank of Patrol Officer IV for a thirty six (36) week period. Trainees shall receive all benefits provided for in the Contract from date of hire. After completion of the fifty-two (52) weeks provided for in this paragraph, progression through other ranks shall continue at one (1) year intervals in accordance with past practice.

(58) Shift Differential. All employees shall receive an hourly shift differential of thirty-five cents (35¢) per hour worked when employed on the Second Platoon, thirty-five cents (35¢) per hour worked when employed on the Third Platoon; and forty-seven cents (47¢) per hour worked when employed on the Fourth Platoon.

For purposes of determining the appropriate Shift Differential and Court premium pay only, the "starting time" listed at/during the below times shall designate the respective platoon and applicable premium rate for employees assigned to eight-hour shifts.

1st Platoon = From 0500 hours (5:00 a.m.) To 1159 hours (11:59 a.m.)
2nd Platoon = From 1200 hours (12 noon) To 1759 hours (5:59 p.m.)
4th Platoon = From 1800 hours (6:00 p.m.) To 2129 hours (9:29 p.m.)
3rd Platoon = From 2130 hours (9:30 p.m.) To 0459 hours (4:59 a.m.)

For purposes of determining the appropriate Shift Differential and Court premium pay only, for employees assigned to ten (10) hour shifts the "starting time" listed at/during the below times shall designate the respective platoon and applicable premium rate.

A Platoon – from 0500 hours (5:00 a.m.) to 0900 hours (9:00 a.m.)

B Platoon – from 1400 hours (2:00 p.m.) to 1800 hours (6:00 p.m.)

C Platoon – from 1800 hours (6:00 p.m.) to 2200 hours (10:00 p.m.)

(59) Field Training Officers. Patrol Officers designated to act as Field Training Officers shall, as a minimum requirement, be in the rank of Patrol Officer I or Patrol Officer II, and if assigned to an eight (8) hour shift shall be entitled to receive an additional one and one-half (1-1/2) hours of compensation for days in which they act in that capacity. Patrol Officers assigned to a ten (10) hour shift shall receive an additional two (2) hours of compensation for days in which they act in that capacity. The Chief of Police or his designee, shall fill one-half (½) of Field Training Officer assignments without regard to seniority and the remaining one-half (½) of such assignments shall be filled by assigning the Patrol Officer I or II with the most seniority desiring such assignment. (Pursuant to the bid procedures identified in Article XX).

(60) SR Cars. The City shall have the right to make reasonable and safe use of SR car assignments as set forth in Exhibits A, B and C of this Agreement.

ARTICLE XXVII
PENSION "PICK UP" PAYMENTS

(61) Within a reasonable period from the ratification of this Contract, the City shall "pick up" and pay the members' contribution to the Ohio Police and Fire Pension Fund. The members' gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will,

therefore, be included in "compensation" for the purposes of the Ohio Police and Fire Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Contract. The City's contribution to the Ohio Police and Fire Pension Fund will be calculated on the full salary of members before the pick-up is deducted from gross salary.

ARTICLE XXVIII
LEGAL REPRESENTATION OF OFFICERS

(62) The City shall provide the legal defense of, shall assume the litigation costs for, and shall indemnify any officer in any civil action or civil claim for any judgment or settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the officer was acting within the course and scope of his duties as an officer, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties;

(b) The Director of Law has good cause to believe that the officer or employee acted with malicious purpose, or in bad faith at the time of the alleged act or omission or thereafter, or in a wanton and reckless manner;

(c) The Director of Law has good cause to believe that the officer was performing services for another employer at the time the incident allegedly occurred;

(d) The civil claim, action or proceeding, including disciplinary proceedings, was brought by, or at the request of, the City or any of its officials, against the officer;

(e) The officer fails to comply with the conditions of his defense as prescribed herein; or

(f) A final judgment against the officer includes punitive or exemplary damages, in which case the City shall, at the election of the officer continue to represent the officer in all proceedings subsequent to trial; but, should the final judgment include punitive or exemplary damages, the City shall not provide indemnification for those damages; nor shall the City provide indemnification for claimant's attorney's fees which are based solely on an award of punitive or exemplary damages against the officer; however, by separate ordinance, Council may, at its discretion, expressly authorize payment of such punitive or exemplary damages or claimant's attorney's fees.

If any of the foregoing (a) through (e) apply, the officer shall not be entitled to either a defense or to indemnification provided by or at expense to the City, except as specified in paragraph 65.

(63) The continuing duty of the City to defend or indemnify the officer under this Contract shall be conditioned upon:

(a) Delivery by the officer to the Director of Law a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within seven (7) days after the officer is served with such document;

(b) The continuing full cooperation of the officer in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal.

(64) Other than as specified above, the officer shall be entitled to be represented by the Department of Law unless the Director of Law determines prior to or during the pendency of a

civil lawsuit that a potential conflict of interest could result, or that it is in the best interests of the officer, City of Cleveland, or — in a case with multiple defendants — any other defendant, that the officer be represented by counsel other than the Director of Law or any of its Assistants. In such case, the Director of Law may elect to tender the defense of the officer to private counsel selected by the Director of Law upon such conditions and attorney's fees as the Director of Law deems appropriate in the particular case. In such case, the City will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an officer represented by private counsel shall be subject to all limits upon indemnification of an officer represented by the Department of Law.

(65)(a) If the Director of Law elects to decline representation of an officer under the circumstances described in 62(a) and the trial court, either judge or jury, by written judgment order or answer to special interrogatory to the jury, expressly finds that the officer was acting within the course and scope of his employment and official duties, then the City shall indemnify and pay reasonable attorneys' fees and costs, subject to the limitations of paragraph 66.

(b) If the Director of Law elects to decline representation of an officer under the circumstances described in 62(b) and the officer through counsel engaged at the officer's expense, obtains a final, unappealed judgment in favor of the defendant officer, then the City shall pay the reasonable cost of attorney's fees and expenses incurred by the officer in his successful defense.

(66) The total amount of indemnification to which the City is obligated to pay on behalf of one or more officer defendants or potential defendants arising out of a transaction or occurrence, which is the subject matter of allegations against the officer and/or co-defendants, shall be limited to the lower of either One Million Dollars ($1,000,000.00), or the amount of any

deductible, self-insured retention, or uninsured primary level, under any policy of insurance paid by the City which provides coverage for the transaction or occurrence.

(67) These provisions for defense and indemnification shall not be construed to impair, alter, limit, or modify the rights and obligations of the City or any officer under any policy of insurance. Nor shall the benefits of these provisions be construed to affect, alter, or repeal any section of the Workers' Compensation Law.

(68) These provisions shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the City or officer or any other benefit provided by law to the City or officer. The benefits of these provisions shall apply whether or not the officer is sued in an individual or representative capacity and whether or not the officer is still employed by the City; provided, however, that the acts of the officer complained of must have been committed during the course of and as a result of his employment by the City.

(69) An officer may at any time elect, at his own expense, to be represented by private counsel selected by the officer in lieu of representation by the Director of Law, or counsel selected by the Director; however, by electing to be represented by such private counsel, the officer waives all right to a defense and indemnification by or at the expense of the City under this Contract.

(70) The City shall indemnify the defense costs (in accordance with the limitations below) of an officer prosecuted and not found guilty of a violation of City, State, or Federal law, arising out of an alleged act or omission which occurred or allegedly occurred while the officer was acting within the course and scope of his/her duties as an officer. The City's defense

obligations shall be subject to the conditions and limitations set forth in this Article. The City shall not be obligated to pay defense fees in excess of the following amounts:

Murder – Homicide	$10,000
Other major felonies	7,500
Minor Felonies	5,000
Misdemeanors	2,500

ARTICLE XXIX
SUSPENSIONS FROM DUTY

(71) 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 charge filed against the officer and render judgment on such charge and set the disciplinary penalty, if any. The Director of Public Safety is responsible for more severe disciplinary penalties and he shall hear such matters as soon as practicable following their filing. All decisions of the Director of Public Safety shall be subject 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.

(72) In the event that administrative charges are brought against an officer by the Chief of Police and such charges arise out of the same facts and circumstances which are also the subject of a criminal indictment or criminal complaint pending against the officer, then the following procedures shall apply:

(a) If the criminal indictment or criminal complaint alleges a violation of a misdemeanor offense, then the officer can be reassigned pending resolution of the criminal charges.

(b) If the criminal indictment or criminal complaint alleges a violation of a felony offense then the officer shall be relieved of duty without pay and the administrative hearing continued pending resolution of the criminal charges. The officer shall continue to participate in any health care benefits offered by the City, and may draw upon his accumulated compensatory time during the period of continuance. As soon as practicable following resolution of the criminal charges, the administrative hearing shall be reconvened and the administrative charges disposed of in accordance with the judgment of the Director of Public Safety. If the Director of Public Safety does not sustain the administrative charges, then the officer shall be returned to duty and made whole.

(73) Nothing in this article shall be construed as precluding the preference and hearing of administrative charges alleging violation of the Civil Services rules or the manual of rules and regulations of the Division of Police, even though such administrative charges may arise out of the same facts and circumstances which are the subject of a criminal proceeding. No arbitrator or other party shall substitute his judgment for the judgment of the Chief of Police or the Director of Public Safety in applying the provisions of this article.

(74) In the event that administrative charges are filed against an officer by the Chief of Police and such charges do not give rise to a criminal indictment, then the charges shall be disposed of by the Director of Public Safety within ninety (90) days of their filing, unless extended by mutual agreement; otherwise the charges shall be automatically dismissed.

ARTICLE XXX
MILEAGE

(75) When a patrol officer is required to use his personal automobile for a SWAT call-up, a Hostage call-up, for the Bomb Squad or for the shooting team, the City shall reimburse the officer at the rate of twenty-one cents ($.21) per mile.

ARTICLE XXXI
EDUCATION INCENTIVE

(76) Employees will be provided the opportunity to have part or all of their tuition reimbursed for successful completion of approved educational courses in the area of career enhancement. Money for such reimbursement will be provided from the Law Enforcement Trust Funds at the annual rate of 2% of the yearly revenues of those funds.

ARTICLE XXXII
CONTRACT DURATION

(77) This Contract shall be effective as of the 1st day of April, 2010, and shall remain in full force and effect until March 31, 2013 or as amended or modified as hereinafter provided. Negotiations on the provisions of this Contract shall begin no later than ninety (90) days prior to March 31, 2013, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than December 1, 2012. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than three (3) months prior to the desired termination date which cannot be sooner than March 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8TH day of JUNE, 2011

CITY OF CLEVELAND

Mayor Frank G. Jackson

Robert Triozzi, Law Director

Deborah Southerington, Director
Department of Personnel & Human Resources

CLEVELAND POLICE PATROLMEN'S ASSOCIATION

Stephen Loomis, President

Jeffrey Follmer, 1st Vice President

Steve Kinas, 2nd Vice President

Thomas Ross, Recording Secretary

EXHIBIT A
PERSONNEL UNDER THE CONTROL OF THE RADIO DISPATCHER SHALL:

4.73 Patrol the territory to which they are assigned and perform such other duties as may be directed to them.

4.74 Remain in the territory to which they are assigned. If they are required to leave their territory for reasons of police necessity, they shall notify the radio dispatcher.

4.75 Acknowledge and accept all calls directed to them by the radio dispatcher unless directed otherwise by a field supervisor and use time announcements from the radio dispatcher for their official reports and duty reports when applicable.

4.76 Respond to all calls by stating their radio call number and location.

4.77 Immediately report arrival time to the radio dispatcher upon arriving at the location of a radio assignment.

4.78 Advise the radio dispatcher of their activities, the progress of any investigation and the preliminary descriptions of any person, property and motor vehicles wanted in connection with the investigation.

4.79 Promptly notify the radio dispatcher when they have completed an assignment.

4.80 Promptly notify the radio dispatcher of all traffic signal malfunctions, damaged or missing signs and devises, and dangerous street and sidewalk conditions found to exist or which result from traffic accidents. Radio dispatchers shall immediately notify the appropriate city department to arrange for safety measures.

4.81 Notify the radio dispatcher and their superior officer when they return to their headquarters for any reason, including to report off duty.

4.82 Notify their superior officer and the radio dispatcher when they resume their normal patrol duties.

4.83 Respond to urgent and emergency assignments in their immediate vicinity without being assigned by the radio dispatcher.

4.84 While en route to court and other non-emergency assignments, respond to any urgent or emergency incidents when no other radio cars are available.

4.85 Advise the radio dispatcher immediately of any incident, event or occurrence which may indicate the beginning of a riot, disaster, catastrophe or other police incident of a serious nature.

4.86 When assigned in an actual emergency, function under the control of the field commander in any phase of mobilization as provided for in current operational plans.

EXHIBIT B
SPECIAL PROTOCOL FOR OFFICERS ASSIGNED TO SR CARS

The following principles shall apply only to personnel working in zone cars staffed by less than two officers, and hereafter denominated as SR cars.

1. Dispatch of an SR car plus a backup is regarded as equivalent to the dispatch of a single zone car staffed by two (2) officers.

2. SR cars may be dispatched on any call for service where all available information indicates there is no inherent danger to the safety of the officers. Although not inclusive the following types of assignments shall not be assigned to SR cars.

   Crime in progress - suspect on the scene
   Hold up alarms
   Domestic violence - suspect on scene
   Fight in progress/ gang fight/ racial
   Large rowdy crowd
   Person with weapon
   Probate warrant execution
   Police officer in trouble

On calls for service where available information indicates an inherent danger to the officer, a backup unit shall be dispatched. A backup unit shall also be sent on any call upon the request of the primary unit or supervisor.

3. Under no circumstances shall an officer in an SR car stop a vehicle without notifying the dispatcher as to the location and license number of the vehicle, nor shall he leave the vehicle to check out persons or suspicious circumstances without giving the dispatcher his location.

4. It shall not be considered to be insubordination for an officer assigned to an SR car to decline to respond to a dispatch without backup where the officer has reasonable fear that responding without backup will subject the officer to personal danger greater than that inherent in the occupation. An officer so declining a dispatch shall advise the dispatcher and the officer's supervisor, shall prepare to respond and shall respond immediately upon the arrival of backup.

5. On any dispatch of an SR car plus backup, it shall not be considered to be insubordination or neglect of duty for the officer assigned to the SR car, prior to arriving at the scene or at the scene itself, to meet with the backup unit before taking any action that would subject the officer to risk of personal harm.

EXHIBIT C

SPECIAL PROTOCOL LETTER

April 1, 1995

Mr. Robert Beck
President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, Ohio 44102

Dear Mr. Beck:

This letter is intended to confirm certain understandings concerning the operation of the differential police response program under this Agreement.

The differential response program will utilize both zone cars and single response cars (SR cars), staffed by two (2) and one officers respectively, in basic patrol activities. Personnel assigned to SR cars will be under the supervision of a Sergeant or other superior officer and perform the duties set forth in Section 4.75 to 4.86 inclusive of the Manual of Rules, subject to the provisions of the Special Protocol for officers assigned to SR cars. A copy of the relevant Sections of the Manual of Rules and the Special Protocol are attached as Exhibits A and B.

The objective of the differential police response program is to improve productivity and the quality of service provided to citizens, with a primary consideration always being the safety of the Patrol Officers.

To further these objectives, SR cars shall not constitute more than sixty percent (60%) of all patrol cars deployed in any twenty-four (24) hour period. SR cars will be staffed by volunteers to the extent possible. When assignments to SR cars are necessary, preference will be given to senior officers consistent with the operational needs of the department.

Very truly yours,

Michael R. White, Mayor
City of Cleveland

EXHIBIT D
FLEX SHIFTS

INTRODUCTION

In the last several years the Cleveland Police Department has taken steps to improve the efficiency and effectiveness of our patrol officers in responding to the calls for service from the citizens of Cleveland. The original implementation of the One-officer SR Car and the restructuring of the sizes of the various platoons have reflected steps to this goal. The next step in this process is the introduction of Flex Scheduling of hours to the Fourth Platoon. It is another step to improving the delivery of services to the public.

BACKGROUND

At present, we have a uniformed Fourth Platoon in each of the Six Patrol Districts. Historically, the 1st, 2nd, 4th, 5th and 6th Districts have had this platoon operate from 1900 hours (7:00 p.m.) to 0300 hours (3:00 a.m.) in the Winter months and 2000 hours (8:00 p.m.) to 0400 hours (4:00 a.m.) in the Summer months. The exception to this procedure has been the 3rd District which due to the large business district and relatively small number of dwellings has operated their extra platoon from 1000 (10:00 a.m.) to 2000 (8:00 p.m.).

The original intent of the 4th platoon is two-fold: first, to provide additional units in operation during the peak hour of calls for service, which usually occur late during 2nd platoon hours and early 3rd platoon hours; second, to overlap the shift change between 2nd and 3rd platoons, in order to maintain the level of units on the street during the shift change.

Flex Shifts is a proposal to maximize the amount of units in service during the period when the maximum number of calls are received. By analyzing which eight hour tour can best cover the most service calls, we are placing our units where they are most needed. The flex shift starting times and assignments for the Fourth Platoon will be posted 7 days before the month's

tour of duty begins and such starting times may be different on the different days of the week so that the tours of duty will more efficiently and effectively handle the work load.

CRITERIA

There are several variables that have an important effect on our calls for service and which will have the same effect when we schedule starting times for the 4th platoon. Seasonal adjustments in scheduling in the Northern Ohio area are a necessity due to the extreme fluctuations of our weather. An example of this principle can be demonstrated when comparing the calls for service in the Winter to the Summer. Winter calls for service come more frequently from 1700 hours (5:00 p.m.) to 2200 hours (10:00 p.m.), while Summer peaks for calls for service come more frequently from 2000 hours (8:00 p.m.) to 0400 hours (4:00 a.m.).

Fluctuations in calls for service due to the weekend nights of Friday and Saturday is another consideration when scheduling Flex Shifts starting times. On these days, it would require later starting times in order to cover more of the workload extending into the 3rd platoon hours, which is projected to occur from past experience. However, in the same week schedule, Monday, Tuesday, Wednesday, and Thursday may require earlier starting times to best fit the service workload.

These reasons for fluctuations in starting times are not limited, but others may be considered due to police emergencies, unforeseen situations, and the increase in data with the new CAD system being proposed.

FIELD PLANNING UNIT

(IMPLEMENTATION)

The Field Planning Unit under the Deputy Chief of Field Operations shall conduct the statistical analysis required on calls for service to determine the most productive starting times

for the 4th Platoon. This process estimates the number of units required to handle the amount of assignments received to achieve a certain standard of selective proficiency. Flex shift starting times would be determined and approved prior to the implementation process and in advance of scheduling any 4th Platoon personnel. Input will be received from supervisory officers, patrol officers, and union representatives in connection with this Flex Shift project and be evaluated accordingly.

EXHIBIT E
ORGANIZATION OF THE 4TH PLATOON

The parties agree that upon implementation of the ten-hour shifts for the B and C Platoons, the 4th Platoon for the basic patrol shall be eliminated. The elimination of the 4th Platoon shall have no application to shift differential/court time pay provisions in Article 26. However, in the event the ten-hour shifts are not maintained following the trial periods, the 4th Platoon shall be reinstated and subject to the following conditions.

The present staffing requirements for the 4th Platoon will remain. However, this platoon will now require that (a minimum of 65% of personnel be selected on the basis of seniority.) These assignments will be considered permanent, but will be rebid every six months. The remaining required personnel will come from the day platoon and night platoon. These positions will be filled by those officers who volunteer and are selected by seniority. Remaining vacancies of the 4th Platoon will be selected in the order of reverse seniority. Non-voluntary selections to the 4th Platoon will be given only one starting time throughout their temporary assignment to the platoon.

Flex shift starting times and assignments for the 4th Platoon will be posted seven days before the month's tour of duty begins, excluding Police Emergencies. Police officers from other than the permanent roster of the 4th Platoon who have more than two weeks scheduled furlough time in the month of selection will be excluded from volunteering, or being non-voluntarily assigned during that month. The starting times for the various days in the week may vary within the time limits set out in the next sentence and they shall be posted seven (7) days before the month's tour of duty begins, excluding special operational details and emergencies. Starting times for the 4th Platoon, excluding the Third District, will be between 4:00 p.m. (1600 Hrs.) and

8:00 p.m. (2000 Hrs.). For the Third District, starting times will be between 9:00 a.m. (0900 Hrs.) and 1:00 p.m. (1300 Hrs.).

EXHIBIT F
EXPERIMENTAL DISTRICTS/PROJECTS

It is anticipated that during the life of this Contract, the Cleveland Police Department may conduct several operational research projects. These projects may require selecting a specific District to participate in the program. Cooperation between management, Union, and affected personnel in the District selected will be essential to the successful completion of the research goals. It is agreed that any possible conflicts with the labor agreement will be discussed with the CPPA and be mutually agreed on before implementation of a procedure which may adversely affect any of their membership in an experimental district/project.

During the life of the 2001-2004 Agreement, the Union and the City agree to mutually research and develop a pilot ten (10) hour shift program, which can only be implemented upon agreement of both parties.

EXHIBIT G
DRUG TESTING

(1) Policy Statement: Both the Union and the City recognize that illegal drug usage and workplace alcohol abuse/misuse as a threat to the public's safety and welfare as well as to the employees of the Police Division. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is Education, Prevention and Rehabilitation, rather than termination.

(2) Definitions:

(a) "Illegal Drug" means any controlled substances as defined in the Ohio Revised Code, including cannabis.

(b) "Illegal Drug Usage" means the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) "Drug Test" means a urinalysis test employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to chain of custody procedures which are consistent with the United States Health and Human Services (HHS) guidelines, shall be followed for all samples taken.

(d) "Misuse of Alcohol" means the use or possession of ethyl, methyl or isopropyl alcohol in violation of this policy.

(e) "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the 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 the employees 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 .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

(3) Notice and Education of Employees Regarding Drug/Alcohol Testing: There will be a ninety (90) day education and information period prior to the testing under this policy for employees, except that prior policies governing the use of reasonable suspicion, the testing of cadets and testing under consent forms shall remain in effect during this period. All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of these tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be tested under this policy until this information has been provided.

(4) Basis for Ordering an Employee to be Tested for Drugs/Alcohol: Employees may be tested for drugs/alcohol abuse/ misuse during working hours under the following conditions:

(a) "Reasonable Suspicion." That there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or misuse of alcohol while on-duty. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using or abusing drugs or

(c) Prior to assignment to units with a high potential for exposure to controlled substance abuse and such assignments are to: Narcotics Units, Organized Crime Units, District Vice Units, District and BOSO Strike Force Units, Bomb Squad, S.W.A.T., Forensic Laboratory Unit, Aviation Unit, and Harbor Unit.

(d) Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division.

(e) Upon return to duty after participation in a substance abuse rehabilitation program, regardless of the duration of the program, the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(f) During the six (6) month probationary period after leaving the Training Academy.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (f) above, the City shall instruct the employee that the results of the drug/alcohol test may be used for discipline, up to and including termination.

(5) Urine Samples: Samples for drug/alcohol testing employees shall occur in a medical setting and conform to (HHS) guidelines. The testing procedures should not demean or embarrass or cause physical discomfort to the employee tested.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

An employee shall be entitled to the presence of a Union Representative before testing is administered.

(6) Testing Procedure: The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing process phase shall consist of a two-step procedure.

(a) Initial screening step, and

(b) Confirmation step.

The urine sample is first tested using a screening (EMIT) testing procedure. A specimen testing positive will undergo an additional confirmatory test employing the gas chromatography/mass spectrometry (GC/MS). 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 be treated with the same confidentiality. Any 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.

(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 who tests positive for the first time for alcohol and who cooperated and fulfilled the obligations under (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 also be grounds for discipline up to and including termination.

(8) Right to Appeal: An employee disciplined as a result of a drug/alcohol test has the right to challenge such discipline beginning at Step 3-A of the Grievance Procedure.

(9) Voluntary Participation in a Dependency Program: Employees who are drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and members of the Employee Assistance

Unit. Voluntary assistance should be sought before the drug/alcohol abuse affects job performance or endangers fellow employees or members of the public.

(a) Participation in the Employees Assistance Program is voluntary and strictly confidential. Under provision of GPO 25-85, neither the City Administration, the Division of Police, nor any unit or entity within, shall have access to the program's files and records. However, the Chief of Police or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an out-patient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

(b) Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized drug/alcohol treatment program monitored by the Employees Assistance Unit and/or Medical Unit and shall be required to undergo three (3) urine tests in a one (1) year period from the date or return to duty.

(c) If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs/alcohol who has been suspended in connection with a second positive alcohol test (within a two-year period) the Chief of Police shall have the sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment.

(d) Illegal drug use or participation in any drug abuse rehabilitation program will not preclude disciplinary action against an employee for any rule violation even though such rule violation may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

(10) Conflict with other Laws: This policy in no way is intended to supersede any existing State or Federal Laws or waive any constitutional rights that an employee may be entitled to under the State or Federal Constitutions.

EXHIBIT H
CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$200 single $400 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1,000 single $2,000 family
d.	Doctor and other Office visits:	$10.00 Co-pay
e.	Use of Emergency Room:	$40.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $40.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	$10.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	$10.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to Deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible

g. Out-of-Network varies by standard carrier design.

II. POINT OF SERVICE PLAN (SELECT):

		In-Network (Option 1)
a.	Co-Insurance percentage:	90% B 10%
b	No deductible	
c.	Co-Insurance Annual Out-of-Pocket Maximum:	$1,000 single $2,000 family
d.	Doctor and other treatment visits:	$15.00 Co-pay replaces all $10.00 Co-pays
e.	Use of Emergency Room:	$40.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $40.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Office Visit/Routine Physical Exam:	$15.00 Co-pay, then 100%
	Well Child Care Services:	$15.00 Co-pay, then 100%
	Well Child Care Laboratory Tests	100%

Routine Mammogram (One, limited to an $85 maximum per benefit period)	100%
Routine Pap Test:	100%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100%
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100%
Routine PSA Test:	100%
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100%

g. Option 2 and Out-of-Network varies by standard carrier design.

III. HMO

The City will provide not less than two (2) HMO options.

		In-Network
a.	Co-Insurance percentage:	90% - 10%
b	No deductible:	
c.	Co-Insurance Annual Out-of-Pocket Maximum:	$1,000 single $2,000 family
d.	Doctor and other treatment visits:	$15.00 Co-pay replaces all $10.00 Co-pays
e.	Use of Emergency Room:	$40.00 Co-pay (except Kaiser HMO which shall be $50.00 Co-pay waived if admitted) Non-Emergency use $40.00 Co-pay (Kaiser - $50.00 Co-pay) plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	$5.00
Name Brand, Formulary	$20.00
Name Brand, Non-Formulary	$35.00

b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

EXHIBIT I
CITY OF CLEVELAND
MEDICAL INSURANCE PLAN DESIGN

(Effective April 1, 2011)

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		In-Network
a.	Annual Deductible:	$400 single $800 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	$1,000 single $2,000 family
d.	Doctor and other Office visits:	$10.00 Co-pay
e.	Use of Emergency Room:	$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $80.00 Co-pay plus 90% Co-Insurance
f	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	$10.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a $500 maximum per benefit period):	$10.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an $85 maximum per benefit period):	100% not subject to deductible
	Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to Deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible

g. Out-of-Network varies by standard carrier design.

II. HMO

The City will provide not less than two (2) HMO options.

		In-Network
a.	Co-Insurance percentage:	90% - 10%
b	No deductible:	
c.	Co-Insurance Annual Out-of-Pocket Maximum:	$1,000 single $2,000 family
d.	Doctor and other treatment visits:	$15.00 Co-pay replaces all $10.00 Co-pays
e.	Use of Emergency Room:	$80.00 Co-pay (Co-pay waived if admitted) Non-Emergency use $80.00 Co-pay plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	$5.00
Name Brand, Formulary	$20.00
Name Brand, Non-Formulary	$35.00

b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

ADDENDA

* Assignments related to Administration and bargaining committee duties
* Requests of patrol officers for football games
* Police-Traffic Controllers
* Police Review Board
* Agreement on Safety Vest Program for Cleveland Police Officers
* Settlement Agreement - Civilianization
* Transmittal of Labor Agreement

April 1, 1995

Mr. Robert Beck
President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, Ohio 44102

Dear Mr. Beck:

The Department will assign the President of the CPPA and two other Patrol Officers designated by the President of the CPPA to perform, on a full-time basis, duties related to the administration of this Contract by the CPPA, and the handling of matters of mutual concern to the Department and the CPPA. It is understood that these three individuals shall be included in the five (5) members of the bargaining committee for which the Department will grant time away from duty pursuant to Article V, paragraph 5(d) of the Contract.

Very truly yours,

Michael R. White, Mayor
City of Cleveland

April 1, 1995

Mr. Robert Beck
President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, Ohio 44102

Dear Mr. Beck:

This will confirm that it is the intention of the City, unless and until it is prevented from doing so by a final arbitration or court decision binding upon the City, to continue its present policy for requesting patrol officers to work overtime for police purposes at football games of the Cleveland Browns Football Club held at Cleveland Municipal Stadium during the term of the Labor Agreement.

CITY OF CLEVELAND

By: _____
Michael R. White, Mayor

April 1, 1995

Mr. Robert Beck, President
Cleveland Police Patrolmen's Association
1303 West 58th Street
Cleveland, OH 44102

Dear Mr. Beck:

As a result of the hearing before the Civil Service Commission on September 21, 1987, and a subsequent investigation, the Commission promulgated a revised job description for Police-Traffic Controllers as follows:

POLICE-TRAFFIC CONTROLLERS

Typical Tasks. Under supervision, Traffic-Controllers write parking tickets and call for the towing of vehicles from public throughways and lands. Perform impound unit work. Direct vehicular traffic and perform crowd and traffic control for special events (races, parades, ball games, etc.) and perform related duties as required. Employees are prohibited from performing criminal investigations or exercising their authority on privately-owned premises.

The City agrees that it will not seek to amend the above job description or change the job duties of Police-Traffic Controllers during the term of the Labor Agreement.

CITY OF CLEVELAND

By _____
Michael R. White, Mayor

April 1, 1995

Police Review Board

The undersigned parties to this Agreement agree that the Police Review Board cannot require the Chief of Police or the Safety Director to act in violation of the terms of this agreement.

Robert Beck, President
Cleveland Police Patrolmen's Association

Michael R. White, Mayor
City of Cleveland

AGREEMENT ON SAFETY VEST PROGRAM
FOR CLEVELAND POLICE OFFICERS
May 30, 1996

The City of Cleveland and representatives of the Fraternal Order of Police (FOP) and Cleveland Police Patrolman's Association (CPPA) have reached agreement on the following components of a program to provide body armor vests to all Cleveland Police Officers:

- All Officers who have contact with the public will be required to wear the vests.

- Vests will first be provided to patrol officers and their supervisors, as well as to police cadets. A mutually agreed to schedule will be developed to provide vests to all other officers.

- It is the intent to complete the vest program within the next two (2) years. However, if for reasons beyond the City's control that is not possible, the program will be completed in no more than three years.

- Discipline for not wearing a vest when required will be levied in a fair and equitable manner. Documentation will be made of even the first failure to wear a vest when an officer is required to do so.

- Whether or not officers are wearing their vests, if they should be injured while performing their duties for the Police Division, they will retain their full rights to Workers' Compensation payments, Hazardous Duty Injury payments, and all benefits to which they would otherwise be entitled.

- The vests will be replaced on a schedule to be agreed on by the Safety Director, the Chief of Police, and the leadership of the FOP and the CPPA.

- In its negotiations with the manufacturer selected to provide the finast quality vests, the City will make every effort to have that manufacturer provide quilted liners at no additional cost.

William M. Denihan
Safety Director

Joseph Musarra, President
FOP Lodge 8

Rocco Pollutro
Chief of Police

Robert Beck, President
CPPA

SETTLEMENT AGREEMENT

This Settlement Agreement is by and between the Cleveland Police Patrolmen's Association ("the CPPA"), on behalf of itself and the members of the bargaining unit it represents, and the City of Cleveland ("the City") and is entered into for the purpose of settling and resolving all matters and issues related to and involved in the case of the Cleveland Police Patrolmen's Association v. Michael R. White, Mayor of Cleveland, Common Pleas Court Case No. CV-280730 ("the Lawsuit"). Therefore, it is agreed as follows:

1. Dispute Resolution Process for Civilianization Initiatives. For any future initiatives by the City to replace Patrol Officers with civilian employees, the following procedure shall apply in order to provide orderly and timely implementation of such initiatives with a minimum of disputes, and to resolve any disputes that may arise.

a. Notice of Changes: The process described herein shall be initiated by written notice ("the Notice") from the City to the CPPA of the City's intent to replace Patrol Officers with civilian employees. Such notice shall list the Patrol Officer positions affected, the incumbents' names, the

classifications of the civilian employees who would be assuming the positions, and the job descriptions of the positions that would be filled by the civilian employees.

b. Demand for Bargaining, Arbitration, and/or Information: Within fourteen (14) calendar days after the delivery of the Notice, the CPPA may demand bargaining over the decision and effects of the changes described in the Notice, and may request a list of potential arbitrators from the American Arbitration Association. During that fourteen (14) day time period, the CPPA may submit a request to the City for relevant information concerning the civilianization initiative.

c. Response to Information Request: The City shall respond to such request for information not later than thirty (30) calendar days after receipt of the request and shall provide such information as is relevant to the civilianization initiative, not confidential or privileged, and not overly burdensome. Follow-up requests for information necessary to the negotiation process and responses thereto may be made during the Negotiation Period identified below.

d. Negotiation Period: After submission of the City's response to the information request to the CPPA, the City and

the CPPA shall meet and bargain over the decision and effects of the civilianization initiative. Such bargaining shall be concluded not later than thirty (30) calendar days after submission of the City's response to the information request, and in any event not later than seventy-four (74) calendar days after delivery of the Notice.

e. Arbitration: Upon receipt of a panel of arbitrators from the American Arbitration Association, the parties shall promptly select an arbitrator according to the Association's then-applicable rules. If the parties have been unable to reach agreement during the negotiation period described above, the parties shall schedule an arbitration hearing on an expedited basis. If the arbitrator selected is unable to schedule such a hearing within thirty (30) calendar days of the expiration of the negotiation period, the American Arbitration Association shall be instructed by the parties to consider that arbitrator stricken from the original panel and to select another arbitrator according to the parties' original responses. The arbitrator shall have thirty (30) calendar days from the close of the hearing to issue his or her award on the outstanding issues.

f. <u>Authority of Arbitrator</u>: In any arbitration that arises under this Settlement Agreement, the arbitrator shall have no authority to modify the terms of the collective bargaining agreement between the CPPA and the City ("the Collective Bargaining Agreement") or the terms of this Settlement Agreement. In that proceeding, the arbitrator shall approve the civilianization initiative proposed by the City if that initiative is reasonably likely to lead to more efficient and/or appropriate use of police personnel, it is not contrary to the terms of the Collective Bargaining Agreement or this Settlement Agreement, and it is not arbitrary, capricious, or in bad faith. Should the arbitrator find that any aspect of the civilianization initiative fails to satisfy these requirements, the arbitrator shall identify the aspect that is rejected, and the remaining aspects of the initiative shall be approved.

If a dispute exists, the arbitrator shall also determine whether or not the City has proposed reasonable steps, which are consistent with the normal police functions of Patrol Officers, the then-existing operations of the City, and the City's determination of a need for more efficient and/or appropriate use of police personnel, to address any signifi-

cant adverse consequences of the initiative on bargaining unit members. In addressing the effects of the civilianization initiative, the City will take appropriate and reasonable steps to ensure that both Patrol Officers and the newly assigned civilians perform work reasonably consistent with their job descriptions, Patrol Officers will not be assigned to supervise or to engage in a formal training program for the newly assigned civilian employees (except as part of Police Academy training), and the confidentiality concerns of Patrol Officers (such as personal, undercover, or similarly sensitive information) will not be compromised. If the arbitrator finds that the City has not proposed reasonable steps to address significant adverse consequences of the initiative as described above, the arbitrator shall direct such steps as he or she deems reasonable and consistent with the standards set forth above.

g. Exclusive Procedure: This procedure shall be the exclusive method of resolving any and all disputes between the CPPA and the City concerning any civilianization initiatives.

2. Bargaining Unit Work. Work that is currently assigned to Patrol Officers in the bargaining unit represented by the CPPA

which requires the carrying of a firearm shall not be transferred to civilian employees.

3. No Layoffs Due to Civilianization. No Patrol Officers shall be laid off or reduced below full-time employment as a result of civilianization initiatives or the transfer of work to civilian employees.

4. Withdrawal of Pending Grievances. All pending grievances concerning or arising out of previous civilianization initiatives are hereby withdrawn. Patrol Officers displaced by previous civilianization initiatives will be given first opportunity to fill openings posted pursuant to Article XX of the Collective Bargaining Agreement for Patrol Officers in the unit from which each such Patrol Officer was displaced. Such Patrol Officers may exercise this right as to the first posted opening for which they are eligible, and if they do not exercise this right at that time, their right to special preference for such opening shall be waived. The City will continue to observe the terms of its implementation of previous civilianization initiatives.

5. Dismissal of Lawsuit. In consideration of the agreements contained herein, the case of Cleveland Police Patrolmen's Association v. Michael R. White, Mayor of Cleveland identified above shall be dismissed with prejudice as fully settled and

resolved. The CPPA shall not itself, or in concert with others, file any claim in any forum challenging the civilianization initiatives implemented prior to this date or which were the subject of the lawsuit.

6. Duration. This Settlement Agreement shall be immediately effective upon execution and shall then become part of the Collective Bargaining Agreement that succeeds the one that will expire on March 31, 1998.

IT IS SO AGREED:

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29th day of September, 1998.

FOR THE CITY:

By: _____

FOR THE CPPA:

By: _____