

AMERICAN ARBITRATION ASSOCIATION

CASE NO: 01-16-0000-0111

In The Matter Of The Arbitration Between:

THE CITY OF CLEVELAND)	Issue:
)	Furlough Scheduling
-AND-)	
)	
CLEVELAND POLICE PATROLMEN'S)	
ASSOCIATION, (NON-CIVILIAN)	
PERSONNEL))	

ATTENDANCE:

For The City:

Jon Dilenno, Esq.,	Attorney
Edward Tomba	Deputy Chief

For The Union:

Brian Moriaty, Esq.,	Attorney
Stephen Loomis	President
William Gonzalez	Vice President

BEFORE ALAN MILES RUBEN, ARBITRATOR

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SUBMISSION AND PROCEDURE:

The undersigned was appointed sole Arbitrator by the parties through the facilities of the American Arbitration Association on January 20, 2016 to hear and decide the within dispute over the cancellation of the "furlough" period during the three weeks of the 2016 Police Division's Republican National Convention to be held in Cleveland, Ohio.

At the direction of the parties the arbitral hearing was held on March 22, 2016 at the Burke Lakefront Airport in Cleveland.

Thereat, the jurisdiction of the Arbitrator over the subject matter of the dispute and the parties thereto was acknowledged, and all objections, procedural and substantive, to his exercise of jurisdiction were waived.

The parties were afforded full and equal opportunity to present testimonial and documentary evidence.

After the separation of witnesses was waived, all witnesses were placed under oath, subject to cross-examination and their testimony recorded and transcribed.

The Advocates for the parties made opening statements and, at the conclusion of the evidentiary portion of the hearing, elected to file post-hearing briefs.

With the receipt of those briefs by the American Arbitration Association, the Association declared the hearing closed on May 17, 2016.

SUMMARY OF THE EVIDENCE:

The Employer, the City of Cleveland, provides traffic control, crime prevention and investigative services for its residents. Its 850 sworn Patrol Officers below the rank of Sergeant form a Bargaining Unit which is exclusively represented by the Cleveland Police Patrolmen's Association.

The parties are signatories to a Collective Bargaining Agreement which became effective as of April 1, 2013 for an initial term which expired on March 31, 2016.

As here relevant, Article IV sets forth "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:

....

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

....

"(5) Notwithstanding Section 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"

Article XI deals with "Hours, Overtime, Court-time Compensatory time, Call-In Pay and Lunch Break":

"....

"(h) 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 ½) times the employee's regular rate of pay.

....

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

....

"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..."

Article XII governs "Furloughs":

"....

"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:

....

"(i) An employee may use any vacation leave earned prior to December 31st, of the preceding year. Vacation

leave being earned currently in any calendar year may not be used until after December 31st, of that year, except in the year in which employee terminates his employment.

...."

Article XXIII provides for a "Grievance Procedure" which ends in binding arbitration:

"....

"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 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."

On August 31, 2015, Chief of the Division of Police, Calvin Williams, sent Divisional Notice No. 15-262 to each member of the Division:

"The Cleveland Division of Police is facing challenges of historic proportions. We will experience extraordinary demands on our capacity to respond to these challenges and our organization will be stretched to its current limits.

"Our obligation to provide security to the 2016 Republican National Convention (RNC) will require us to acquire sufficient labor and material to meet every imaginable negative scenario. We expect to work in partnership with dozens of law enforcement agencies and thousands of law enforcement officers in the days

leading up to, including, and following the RNC. Our men and women will be expected to be ready and available to provide protection to RNC related events as well as to provide undiminished police services to our citizens. To accomplish this, all of our members will be expected to share in sacrificing significant amounts of their time. It is expected that officers will work 12-hour shifts. It is expected that no furloughs will be scheduled during this time. It is also expected that some officers will work their V-days during this time. The actual workdays and scheduling is yet to be determined. The actual dates of the RNC are July 18 through July 21, 2016. However, preparations and demobilization will add days if not weeks to these dates, especially for supervisory and command staff. Please plan for this time period accordingly.

...."

On September 19, 2015, Chief Williams issued Divisional Notice No. 15-282:

"Republican National Convention and Furloughs:

"....

"In order to meet the security needs of the 2016 Republican National Convention, the Division of Police requires the maximum number of members (sworn and civilian) to be available for the days before, during, and after the convention.

"Command Staff - May 2 through July 31, 2016;

"Captains - June 6 through July 31, 2016;

"All other sworn members - July 11 through July 31, 2016;

"Civilian Staff - Dates to be determined.

"Exceptions may be considered on a very limited case-by-case basis and only at the Chief's discretion."

On September 24, 2015, the Association filed the following statement of grievance: ¹

"Step 2. Grievance:

"On or about September 19, 2015 the Division of Police issued a Divisional Notice forbidding patrol officers from taking furloughs between July 11th and July 31st, 2016 in violation of Article XII of the collective bargaining agreement".

The grievance was denied, and, after exhaustion of the internal dispute resolution procedure, the Union timely demanded arbitral review.

Thereafter, on November 2, 2015, a third Divisional Notice, No. 15-342, informed Patrol Officers about furlough schedules:

"2016 Police Furlough Plan:

"I. General Information:

"A. For the year 2016, there will be 49 available weeks of furlough for all sworn members below the rank of captain (due to the blackout dates listed below). Weeks are designated 1 through 52. Week 1 will begin on Friday 01/01/2016. The remaining weeks will begin

¹ The Fraternal Order of Police, representing the Promoted Officers, did not grieve the City's decision although its Contract provisions are similar.

on successive Mondays thereafter. This is to ensure that all year 2016 furloughs are completed by 12/31/2016. No year 2016 furlough may be taken after December 31, 2016.

"B. The Officer-in-Charge (OIC) of each administrative unit, or designee, will conduct the furlough draw.

"C. This Divisional Notice applies to sworn officers only.

"II Blackout Dates:

"A. As stated in Divisional Notice #15-282, in order to meet the security needs of the 2016 RNC, the Division of Police requires the maximum number of members (sworn and civilian) to be available for the days before, during, and after the convention. In order to meet these staffing demands members of the Division of Police Shall not take furlough per the following schedule:

"1. Command Staff - May 2 through July 31, 2016.

"2. Captains - June 6 through July 31, 2016.

"3. All other sworn members - July 11 through July 31, 2016.

"B. Exceptions may be considered on a very limited case-by-case basis and only at the Chief's discretion.²

...

"V. Furlough Draw Procedures - Patrol Officers:

"A. Officers detailed to a unit (including those on Extended Illness and Restricted Duty) shall draw their furlough with the unit or platoon to which they are originally assigned.

² Five Officers applied under the "hardship exception" to be able to take furlough time during the Convention period. All requests were granted.

"B. Each administrative unit shall schedule an equal distribution of Patrol Officers among the furlough weeks. In other words, the same number of officers shall be scheduled for furlough during each of the 49 furlough periods. If this is mathematically impossible, the principle of equal distribution of personnel shall be followed as closely as possible.

...

"F. After all regular furlough draws have been completed, patrol officers who had no opportunity to schedule any furlough in weeks 23 to 35 inclusive, may select one special summer furlough. In a special summer furlough, an officer may use personal holidays and/or compensatory time in combination with any single group of regular vacation days so as to assure the officer of as many as five consecutive days off during the summer season. No summer furlough may be longer than five days. Among eligible officers, selection order shall be by seniority as defined above. Summer furloughs may begin on any day of the week.

...

"VIII. Special Circumstances:

...

"6. Circumstances including but not limited to illness, injury, or excessive work load may preclude an officer from taking any or all of his or her furlough. Any furlough unused at the end of the year will convert to compensatory time.

..."

At the arbitral hearing, the Union began its presentation with Mr. William Gonzalez, the Union's Vice President and a twenty-three year veteran with the Division, currently classified as a Detective. Officer

Gonzalez also serves as a Field Training Officer for the Division's Probationary Officers.

According to Vice President Gonzalez, the language of Article XII of the Collective Bargaining Agreement respecting "furloughs" has remained the same for over two decades.

Interpreting Article XII, Detective Gonzalez averred that the term "furlough" as used in the Contract is Division terminology for "vacations".

While the choice of furlough time is based upon seniority, furlough time is regulated so as to "evenly distribute the amount of ... [Officers] on furlough per week, per unit". The most senior Officers who have "first choice", tend to take the same furlough time year-after-year. The month of July is one of the most popular periods for the taking of furlough entitlements.

In July of 2014, the City of Cleveland was selected to be the host of the Republican National Convention.

In January, 2015, the actual dates of the Convention were announced as July 18th through July 21st.

The Union had never been consulted about the removal from the furlough schedule of the period July 11th through July 31, 2016. In fact, it was not until March 25, 2015 that the first meeting concerning the deployment of the Police force during the Convention was held.

On cross-examination, Vice President Gonzalez acknowledged that no Officer had actually lost furlough time as a result of the Directives. However, if the choice of furlough time had not been so restricted, Vice President Gonzalez pointed-out that during each of the three weeks of the Convention period, between 50 and 60 Patrol Officers would have been scheduled off-duty.

Because of the sensitivity of the arrangements for the Convention, the City's representatives had to sign a confidentiality agreement which limited their ability

to share Convention planning information with the Union.

Nevertheless, Patrol Officers received some three-days of specialized training respecting Convention duties, and were informed of the protocols to be followed.

While senior Officers were directly affected by the furlough "blackout period", many others could be affected. Those senior Officers whose initial furlough choices fell during the Convention, would be given preference in choosing alternative dates, and thereby potentially displace the selections of junior Officers, setting-off a "bumping chain".

Vice President Gonzalez was followed to the witness stand by Detective Stephen Loomis, the President of the Cleveland Police Patrolmen's Association.

President Loomis, who had been involved in the Contract negotiations which led to the adoption of the last three Collective Bargaining Agreements, confirmed

that the language of Article XII had remained unchanged.

He observed that the reduction of the Contractual fifty-two week furlough selection period to a forty-nine week period was unauthorized under the terms of the Contract, and agreed that the elimination of the three week Convention period from furlough scheduling would affect between fifty to sixty senior Officers each week.

President Loomis insisted that there was no necessity to reduce the furlough period. The City retained the authority to "call-in" Officers, but the Officers would be entitled to compensation at the time and one-half rate.

While acknowledging that "in certain ... emergency situations, 'comp time' or 'V-Days'" had been cancelled, President Loomis asserted that Officers' scheduled furlough dates had always been honored.

Thus, no furloughs had been cancelled even during emergencies such as during "9-11", when one of the hijacked airplanes approached the City, or during the electricity "blackout of 2003".

However, each of the situations mentioned by President Loomis constituted an "emergency" since the City did not have advance notice of the event. While in "emergencies" Police Officers report for duty "instinctively", the Convention could not be considered an emergency because the City had over a year to plan for it. Furthermore, furloughs had not been cancelled even when special events were scheduled, with the City being given advance knowledge, such as when the Indians hosted World Series games or the Cavaliers hosted the NBA finals or (in the late 1990's) a Ku Klux Klan rally.

On cross-examination, President Loomis acknowledged that the Divisional Notice reducing the furlough period had been issued approximately a month and one-half before the furlough selection process began.

It was President Loomis's understanding that some 2400 Officers from other jurisdictions, including the State Highway Patrol, would be brought in to enhance security at the Convention. He could not recall that there had ever been "such an influx of outside officers".

The City's case was presented by Mr. Edward Tomba, Deputy Chief of Homeland Security and Special Operations.

The Division of Police is structured with a Chief; four Deputy Chiefs, (each with a separate area of responsibility); Commanders (in-charge of Bureaus and Police Districts); and Promoted Officers in the ranks of Captain, Lieutenant and Sergeant who are responsible for the day-to-day operations of the Division.³

³ The Division's Sergeants, Lieutenants, Captains and Commanders are represented by the Fraternal Order of Police, Lodge 8.

(Footnote 2 Continued) Article XII of the Contract with the Fraternal Order of Police is similar to its counterpart in the OPPA's Contract:

"Furlough:

Deputy Chief Tomba's current responsibilities include oversight of the "investigative function of the Division of Police's three Commands - the "Bureau of Homeland Services", the "Bureau of Special Services" and "Bureau of Special Investigations".

The Republican National Convention has been designated as a "National Safety and Security Event", for which the law enforcement lead is taken by the Secret Service, assisted by the Federal Bureau of Investigation and the Federal Emergency Management Administration. The Secret Service is responsible for

"All members shall be granted the following vacation leave with full pay for each year based upon their length of City service as of December 31st of the previous year as follows:

...

"There shall be fifty-two (52) one-week furlough periods scheduled during each calendar year. One week of furlough is defined as forty (40) hours. Furlough periods will be selected in each rank on a seniority basis, as determined by the Chief of Police in order to assure the proper functioning of the Division".

The F.O.P. did not grieve the Divisional Notice which also blocked out the July dates for the scheduling of furloughs by Promoted Officers.

planning security for the main Convention venue, the Quicken Loans Arena.

To assist the City, the Federal Government has provided a grant of some \$49,900,000.00 for security, training and the purchase of equipment.⁴

Chief Tomba serves as the lead Security Planning Coordinator for Police resources for the Convention and as the Law Enforcement Coordinator.

In these capacities, Chief Tomba's primary responsibility is to appropriately "allocate local law enforcement staff and resources to secure all aspects of the Convention, and assure that traffic flows normally".

To provide "operational security", several confidentiality agreements were entered into, and the City developed an "Operational Plan" for the event.

⁴ The Grant provides a list of reimbursable, qualified expenses, and requires that all expenditures be pre-approved.

Under that Plan, the City was expected to supplement the resources of the Division of Police with some 2500 to 2700 Officers from other jurisdictions. Within Deputy Chief Tomba's experience, such a prospective influx of additional Police personnel is unprecedented.

As of the date of the arbitral hearing, 116 Cities had committed to provide a total of 2,121 Officers for the Convention. These Officers will have their compensation, benefits and travel expenses paid, or reimbursed, by Cleveland. They are to be housed at the local universities whose campuses will be secured against possible anti-law enforcement violence.

In addition to the approximately 50,000 delegates and dignitaries who are expected to attend the Convention, 15,000 members of the media are also anticipated to be present.

Convention events are scheduled to begin on July 17th and the City has been informed that between 1,000

and 1,200 "social events" related to the Convention will be held.

Delegates and other attendees are expected to utilize public transit to move throughout the City. Consequently, Division Officers will be assigned to supplement the Regional Transit Authority Police.

Cleveland Police will also participate in undercover and tactical operations, including surveillance, intelligence gathering and crowd management.⁵

Twenty-three subcommittees have been formed to develop the logistics for the Convention, and a representative of the Division serves on each subcommittee.

Many organizations will want to get their "message" across during what is expected to become a world-wide

⁵These functions are additional to those which are the regular responsibility of the Police Division.

forum. Therefore, protests and episodes of civil disobedience are likely to take place.

In the Deputy Chief's opinion, Cleveland will need "all hands on deck" during the event.⁶ Indeed, the City represented to the Federal Government that it would utilize all available personnel to provide protection for the Convention.

According to the Deputy Chief, in the past, furloughs had been cancelled or changed because of workload considerations, illnesses or accidents.⁷ However, he could not recall a specific incident of involuntary cancellation.

⁶The Union does not dispute the City's contention that all Officers were needed to remain on-duty because of the security and logistical issues associated with the holding of the Republican Presidential Nominating Convention.

⁷If by the end of the year all eligible furlough time is not used, the City converts the unused portion of the furlough to "compensatory time" to be taken at a later date. A v[acation] day" is not a "furlough day" it is simply a "day-off".

On cross-examination, Chief Tomba acknowledged the following: that issues concerning compliance with Collective Bargaining provisions had not been discussed with the Union before the issuance of the Divisional Notices, that Article XII does not provide for any type of modification of the fifty-two week furlough period, that the Departmental Notices had reduced the period to forty-nine weeks, and that the Convention's security requirements did not constitute an "emergency".

The Deputy Chief also agreed that although the Departmental Notices purported to alter the furlough periods set forth in Article XII, they did not supersede the Collective Bargaining Agreement, and that the "Management Rights" reserved in Article IV did not mention "furloughs".

The Deputy Chief further affirmed that Article XII expressly provides for "equal distribution" of

furloughs to accommodate such matters as "excessive workload" and "special assignments."⁸

Finally, Deputy Chief Tomba conceded that the change in furlough schedules was not "classified information" and could have been disseminated to the Union prior to the implementation of the Directives.

On re-direct examination, the Chief provided examples of the type of "operational needs" that could result in a cancellation of a scheduled furlough. Additional staffing might be required because of a special event taking place such as a "World Series" game. He recalled that he had had his own furlough cancelled, and had cancelled furloughs for members of both the FOP and CPPA Units because of such "operational needs".

⁸ Pursuant to Article XI, "compensatory time" and "V days" are based upon a formula which limits how many Officers can take such time-off, Article XII does not similarly give the Chief authority to change the fifty-two week furlough period. It provides only for the even distribution of personnel.

But, on re-cross examination, the Chief admitted that, while during the National Basketball Association finals and other similar events, "comp time" had been denied and "V-days" had been cancelled, these adjustments were consistent with the authority reserved to the City under the Collective Bargaining Agreement. Furloughs had not been involuntarily abrogated.

The Chief further averred that members of the OPBA Bargaining Unit had had their furloughs cancelled when staffing levels at the Hopkins Airport so required, or when members of the OPBA Gang Impact Unit and the Narcotics Unit were needed to remain on-duty. However, these furloughs had been given-up on a "voluntary basis".

With the evidence in this posture, the Arbitrator proceeds to consider his Decision.

ISSUE PRESENTED:

Does the City's decision to eliminate three weeks, July 11th through July 31st, 2016, from the annual

furlough selection period violate the Collective Bargaining Agreement? (As stipulated by the Parties).

DECISION:

The Arbitrator is called upon to decide whether, consistent with its Contractual obligations, the City was entitled to shorten the twelve month furlough period and prohibit the taking of furloughs during the period surrounding the Republican National Convention in July, 2016.

The City claims that the "security challenge" posed by the Republican National Convention and the conditions of the federal government's financial support require the full deployment of its manpower.

It is true that the Convention did not constitute an "emergency", as that term is understood, since the City had well over a year's notice of the dates of the Republican Convention. Nonetheless, the holding of the Convention creates exigent circumstances requiring "all hands on deck".

The Union does not question the need for the entire City's Police Force to be on-duty during the Convention period, not only to protect against terrorist attack, or disruptions such as those which had taken place at the 1968 Democratic Convention in Chicago, but also to assure that the City's normal daily business and the activities of its residents would continue without hinderance. Nevertheless, it does challenge the shortening of the furlough period to achieve these objectives.

Article XII of the Contract specifies that "there will be fifty-two, (52), one-week furlough periods scheduled during each year".

The Supreme Court of Ohio has adopted the "Plain Meaning Rule" of contract interpretation - "If words are plain and clear, conveying a distinct idea, there is no occasion to resort to interpretation, and their meaning is to be derived entirely from the nature of the language used". See, Alexander vs. Buckeye Pipe Line Co., 53 Ohio St.2d 241, 374 N.E. 2d 146 (1978).

The Plain Meaning Rule precludes introduction of extrinsic evidence to prove that a different meaning had been allegedly intended or understood by the parties.

The City argues that the elimination of three weeks from the furlough period is authorized by other Contract provisions.

First, the City claims that it had effected the truncation of the furlough period in the exercise of its "Management Rights" as set forth in Article IV of the Collective Bargaining Agreement.

However, nothing in the text of Article IV refers to furloughs, but, on the other hand declares that:

"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".

Here, the City's right to schedule furloughs is expressly limited in Article XII which states that "There will be fifty-two, one week furlough periods, scheduled during each calendar year". Neither Article

IV or Article XII provides authority for the City to shorten the furlough period.

The City's very able Counsel suggests that the City had simply ordered an "anticipatory cancellation" of furloughs as contemplated by Section "h" of Article XI which states:

"Compensatory time-off may only be cancelled for the same conditions under which furlough may be cancelled".⁹

But, the parties were unable to agree on the conditions under which furloughs could be cancelled, and the absence of any such conditions supports the Union's position that the City retained no Contractual right to truncate the fifty-two week furlough period.¹⁰

⁹ The City correctly asserts that the Union never requested to bargain over the City's decision to reduce the vacation period, but no such bargaining was required in view of the specific provisions of the existing Contract.

¹⁰ There is no evidence of a "binding past practice" of reducing furlough periods or of cancelling scheduled furloughs". At best, the testimony of Deputy Chief

Article XXIII deprives the Arbitrator of "authority (1) to add or subtract from or modify in any way any of the provisions of this contract...."

Had the City honored the fifty-two week furlough period, it could still have assured "all hands on deck" by calling-in those Officers whose furlough periods occurred during the July 11th-July 31st, 2016 period pursuant to Article XI, Section "h", albeit at the "overtime rate".

As a consequence, the Arbitrator is unable to "imply" the right of the City to cancel furloughs or reduce the fifty-two weeks period in which they may be taken, under a doctrine of "necessity".

The Arbitrator is thus constrained to find that the City violated the Collective Bargaining Agreement by eliminating the three weeks surrounding the Republican National Convention from the weeks available to Officers to take their approved furlough time.

Tomba reported instances where off-duty Officers had been called-in, or volunteered to remain on-duty.

The grievance will therefore be allowed.

The remedy for the violation, however, is far from obvious.

Reinstating the three July furlough weekday and allowing the rebidding of furloughs at this late date would be impractical. The rebidding process would most certainly trigger the disruptive bumping chain found undesirable by the Union.

On the other hand, having at least fifty Officers unavailable each week during the period of the Convention could exacerbate security concerns, and even jeopardize receipt of the federal subsidy.

Given these circumstances and constraints, the Arbitrator's Award of a remedy is bound to be imperfect.

The evidence of record indicates that at least fifty Officers would have been on furlough each week of the Convention. The evidence also suggests that the

July vacation weeks are highly desirable, and would have been chosen by the most senior Officers.

Taking these circumstances into consideration, for the period July 13th to July 31st, 2016, the Arbitrator will require that for each of the three weeks, the most senior fifty Patrol Officers scheduled on-duty shall, in seniority rotation, be paid at the "call-in" overtime pay rate for one week of service, so that, in total, 150 Officers scheduled on-duty will receive one week of premium pay.

An appropriate Award will be entered.

Respectfully submitted,

Alan Miles Ruben
Arbitrator

AMR:ljg

Taking these circumstances into consideration, for the period July 13th to July 31st, 2016, the Arbitrator will require that for each of the three weeks, the most senior fifty Patrol Officers scheduled on-duty shall, in seniority rotation, be paid at the "call-in" overtime pay rate for one week of service, so that, in total, 150 Officers scheduled on-duty will receive one week of premium pay.

An appropriate Award will be entered.

Respectfully submitted,


Alan Miles Ruben

Arbitrator

AMR:ljg

AWARD:

The grievance filed by the Union on September 24, 2015 over the elimination of the period of July 18th - July 31, 2016 from the furlough weeks is allowed.

The City is directed to compensate the fifty most senior Patrol Officers scheduled on-duty during the period July 11th to July 17th, 2016 at the call-out overtime rate for this week of service.


The next fifty most senior Officers scheduled on-duty during the week of July 18th, 2016 are to be similarly compensated.

The next fifty most senior Officers scheduled on-duty during the week of July 25th, 2016 are to be similarly compensated so that no Officer shall be entitled to the call-out rate for more than one week of service and a maximum of 150 Officers shall be eligible for such premium pay .

The Arbitrator will retain remedial jurisdiction for ninety (90) days to respond to any questions or issues,

which may arise concerning the interpretation ,
application or administration of this Award.

AWARD signed, dated and issued at Cleveland, Ohio
this 25th day of May, 2016.


Alan Miles Ruben
Arbitrator

AMR:ljg