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FINAL

AGREEMENT

BETWEEN

THE CITY OF SOUTH EUCLID

AND

**THE OHIO PATROLMEN' S. BENEVOLENT
ASSOCIATION**

(FULL-TIME DISPATCHERS)

2013 MAR 20 P 4: 12
STATE EMPLOYMENT
RELATIONS BOARD

**EFFECTIVE JANUARY 1, 2012
THROUGH DECEMBER 31, 2014**

23

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AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of January 1, 2012, by and between THE CITY OF SOUTH EUCLID, OHIO (hereinafter referred to as the "City") and the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

1.1 The City recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining representative with respect to wages, hours of work, fringe benefits and conditions of employment for all full-time Police Dispatchers, but excluding all police patrolmen, sergeants, lieutenants, captains, the Chief of Police, Executive Assistant and all other employees in the police department.

1.2 Full-time is defined as an employee hired to work full-time and who is regularly scheduled to work forty (40) hours per week or more.

ARTICLE II - UNION MEMBERSHIP

2.1 All persons in the above bargaining unit have the right to join and maintain membership in the Union. Persons who do not want to join the Union or do not want to remain in the Union are under no obligation to do so.

2.2 In accordance with written individual check-off authorizations furnished by the Union, the City shall deduct from the employees' monthly earnings, periodic Union dues, including initiation fees and assessments, and shall remit the amount so deducted to the Union each month. The Union shall furnish the City a written statement as to the amount to be deducted from each employee's monthly earnings.

2.3 Fair Share Fee. Employees who are hired after April 26, 1988, and who have completed thirty (30) days of employment will be required to pay to the Union, as a condition of employment, a fair share fee in the event they do not wish to become a member of the Union. The fair share fee will be automatically deducted from their payroll check and remitted by the City to the Union. The fair share fee shall not exceed the regular monthly dues paid by members of the Union, and the Union will give the City written notification as to the amount of the fair share fee. The fair share fee shall be subject to the provisions set forth in Ohio Revised Code Section 4117.09(c).

2.4 The Union shall indemnify and save, the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the application of the preceding paragraphs of this Article.

ARTICLE III - MANAGEMENT RIGHTS

3.1 Except as otherwise expressly provided herein, the City retains all of its usual and customary functions in the management and direction of the employees in the bargaining unit, and equipment as set forth in Ohio Revised Code Section 4117.08(A), (B) and (C)(1) through (9), including, but not by way of limitation, the right to plan, direct and schedule its operations and to determine job duties; to introduce new, or, changed work methods, equipment or facilities; the right to determine the work to be performed and by whom; the right to determine what services, if any are to be performed by bargaining unit employees; the right in its sole discretion to discontinue or reduce its police department operation; the right to institute new or changed jobs; the right to set standards for quality; the right to establish security and safety measures; the right to set reasonable standards on all operations, the right to suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees and the right to establish and maintain rules, regulations, codes of conduct and orders for the operation, supervision and discipline of the employees in the bargaining unit, and to take other actions to carry out the mission of its Police Department. It is agreed to by the parties that the listing of the above rights does not create a mandatory subject of bargaining in the event either party requests a change at the expiration of the Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 It is mutually agreed that if any employee or the Union has a disagreement as to the interpretation or application of the terms of this Agreement, it shall be promptly settled in accordance with the procedure herein provided.

4.2 A grievance must be initiated within ten (10) working days after it occurred or after the aggrieved party should have been aware of the grievance. Any grievance not initiated within the time limit set forth shall be deemed irrevocably waived by the Union and the grievant. Grievances not timely referred to the next step of the grievance procedure will be considered settled satisfactorily on the basis of the City's last grievance answer. The time limits for appeals in the grievance procedure may be extended by mutual written agreement of the parties. At each of the following steps, the employee has the right to have a Union representative present if the employee so desires.

4.3 Grievance Procedure.

STEP ONE: Any employee having a grievance shall submit it in writing to the Chief of Police, and the Chief of Police will attempt to make the necessary settlement. The grievance shall be signed by the employee. The Chief of Police shall answer the employee in writing, not later than ten (10) working days after the employee submits the grievance.

STEP TWO: If the grievance is not satisfactorily adjusted in Step One, the grievant may appeal the grievance within ten (10) working days from the answer in Step One to the Mayor and attempt to settle the grievance. The Mayor and the grievant, along with the designated Union representative, if requested by the grievant, shall meet at a mutually convenient time to discuss the grievance. The Mayor shall answer the grievance, in writing, not later than ten (10) working

days after the meeting with a copy to the Local Union representative.

4.4 Arbitration: If a grievance is not resolved in Step Two of the Grievance Procedure, then the Union may, within thirty (30) days after the decision of the Mayor, refer the grievance to arbitration by sending a written request, with a copy of such request sent promptly to the other party, to the American Arbitration Association asking it to submit a panel of arbitrators, which shall include at least seven (7) names. Arbitration is the sole and exclusive appeal and remedy for the above described grievances.

- (a) The Arbitrator shall be selected from this panel in the following manner: It shall be determined by lot which of the parties has the right to strike the first name from the panel. Thereafter, the City and the Union shall alternately strike a name from the panel until but one (1) name remains. The last remaining name shall be the Arbitrator to hear the dispute in question. However, if within seven (7) working days, either party objects to the entire panel, a new panel of seven (7) arbitrators may be requested. In selecting an alternate panel, the parties agree that time is of the essence. To that end, if it becomes necessary to pick a new panel, the parties agree to meet and select a new panel from the list provided, at one sitting.
- (b) Such hearings as are required shall be conducted according to the rules of the American Arbitration Association and shall be set as early as possible. In the event that a discharge or suspension is found to be without just cause, the Arbitrator shall order reinstatement with or without back pay, as appropriate. The award of the Arbitrator shall be final and binding on both parties and upon the individual grievant. The fees and expenses of the Arbitrator shall be shared equally by the City and the Union. The expenses of witnesses or representatives for either side shall be paid by the party producing such witnesses and representatives. The decision of the Arbitrator must be issued in writing within thirty (30) days from the date all the evidence is presented to him regarding the grievance.
- (c) The Arbitrator shall have no power to make any award which would change, amend, add to or subtract from any provision of this Agreement, or any supplementary agreements made hereto, and he shall have no authority to render a decision on any matter not submitted to him or any matter not covered by this Agreement other than a determination as to whether or not there was just cause for the disciplinary action.

4.5 Back Pay: Awards or settlements of grievances shall in no event be made retroactive beyond the five (5) days prior to the date on which the grievance was filed. All claims for back wages shall be limited to the amount agreed upon by the City and the Union or ordered by the Arbitrator, if taken to arbitration, but in any event, less any compensation that the grievant may have received from any source during the period for which back pay is claimed (other than compensation he would have received even had he not been discharged, suspended or disciplined).

ARTICLE V – NO INTERRUPTION OF POLICE DEPARTMENT OPERATIONS

5.1 During the life of this Agreement and its renewal, neither the Union nor any of the persons covered by this Agreement will encourage, sanction, authorize, participate in or condone any strike, slowdown, work stoppage, picketing or other concerted activities that would interrupt City police operations.

5.2 Any strike in violation of this Agreement or in violation of O.R.C. Section 4117 will be just cause for the City's imposition of the penalties for such actions as provided in O.R.C. Section 4117.23, up to and including removal from the City's employment.

5.3 Should a strike take place, as describe in Paragraph 5.1, the Union, its officers, agents, and representatives will immediately upon notice from the City, notify the persons covered by this Agreement in writing, with a copy to the City, that such action is unauthorized and actively instruct the employees to cease the violation and resume work.

ARTICLE VI - SENIORITY

6.1 Seniority is the employee's uninterrupted length of continuous service with the City. In the event a part-time employee becomes a full-time employee, his seniority date will be when the employee goes on full-time status.

6.2 New Hire Probationary Period. New regular full-time employees will acquire seniority only after serving a probationary period of eighteen (18) calendar months. When such a newly hired employee successfully completes the probationary period, the employee's seniority date will be retroactive to the date of hire. Benefits such as, but not limited to, paid holidays, sick leave pay, or hospitalization insurance, are not available to newly hired employees until they have completed sixty (60) days of employment. Newly hired employees will be enrolled in the appropriate benefit programs beginning with the first of the month following completion of the probationary period. Uniform allowance does not become effective until the newly hired employee has completed sixty (60) days of employment. Probationary employees may be discharged for any reason during their probationary period and have no recourse to the grievance procedure.

6.3 Loss of Seniority. The seniority of an employee shall terminate and the employee shall automatically lose status as an employee if the employee:

- (a) Quits;
- (b) Is discharged;
- (c) Fails to report to work for three (3) or more days without notifying a City official not later than the second day of absence and providing a justifiable reason for such absence;
- (d) Fails to report for work within seven (7) days after notice has been mailed by registered or certified mail, return receipt requested, to his last address shown on the records of the City;

- (e) Overstays an authorized leave of absence, or accepts other employment when on a leave of absence;
- (f) Gives false reason for a leave of absence, or accepts other employment when on a leave of absence;
- (g) Has been laid off and remains on layoff for a period of more than twelve (12) months;
- (h) Has been absent from active work with the City for any reason for a period of more than twelve (12) months.

6.4 Layoffs In the event the City finds it necessary to reduce its regular full-time work force by layoffs; the least senior employee in the affected job classification(s) will be displaced. Whenever possible, the City will attempt to notify the affected employee seven (7) days prior to a scheduled layoff. If the seniority date of two (2) or more employees is the same, the employees will be laid off in reverse alphabetical order, "Z to A."

6.5 Recalls from Layoff Employees recalled from layoff will be called back in reverse order in which they were laid off.

ARTICLE VII - UNIFORM ALLOWANCE

7.1 Full-time employees in the bargaining unit shall receive an annual uniform allowance for the sole purpose of replacement and maintenance of uniforms which will be paid in equal installments in the first pay period in March and September. The uniform allowance shall be \$850.00.

7.2 Newly hired full-time employees in the bargaining unit will receive after completing sixty (60) days of employment, the full amount of the appropriate uniform allowance in one payment, which will be their total allowance for that entire calendar year. Uniforms remain the property of the City until the end of the probationary period.

7.3 In the event the employee's employment is terminated, the uniform allowance granted shall be recovered by the City on a prorated basis computed on full calendar months worked and the balance due the City deducted from the final pay.

ARTICLE VIII – HOLIDAYS

8.1 The following days shall be holidays for regular full-time bargaining unit employees:

- | | |
|------------------------|--------------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| July 4th | Birthday |
| Labor Day | Four (4) Undesignated Holidays |
| Martin Luther King Day | Veteran's Day |

8.2 An eligible employee shall receive time off without loss of pay for the holidays set forth in Paragraph 8.1, subject to each of the following conditions:

- (a) The employee has completed his/her sixty (60) day probationary period;
- (b) The employee is on the active payroll of the holiday week or on the active payroll during the week immediately preceding the week in which the holiday occurs (that is, performs work during such weeks); (approved vacation time off is considered to be on the active payroll);
- (c) The employee works his or her full scheduled work-day immediately preceding and his or her full scheduled workday immediately following the holiday. An authorized absence on the above days will be counted as worked for the purpose of this subsection.

8.3 (a) In the event a full-time employee is scheduled to work on the above designated holidays he or she will be granted a day off at a later date. Conflicts in requests for days off shall be resolved by the Chief of Police.

(b) In lieu of holiday time off during the calendar year, an employee may convert up to five (5) Holidays (40 hours) into accumulated compensatory time off. Accordingly, the current limit on accumulated compensatory time off will be capped at 144 hours.

(c) In addition to the preceding provision, employees who are scheduled for Thanksgiving Day, Christmas Day, July 4th, New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, and Veteran's Day will be paid four (4) additional straight-time hours which will be credited to the employee's accumulated compensatory time off.

8.4 Employees who wish to take their Birthday Holiday or Undesignated Holidays must submit their request to the Chief of Police or his designee for approval prior to when they wish to take their time off. The Birthday Holiday and Undesignated Holidays must be taken during the designated agreement year. In the event an employee terminates employment and has taken all the Undesignated Holidays, the overpayment will be recovered by the City on the same prorated basis as recovery for uniform allowance, as set forth in Paragraph 7.3.

ARTICLE IX – VACATIONS

9.1 Regular full-time employees shall be granted each year vacation time off without loss of the employee's regular weekly pay based upon the employee's cumulative length of continuous service as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1 st year of Employment	One-sixth (1/6) week per month to Dec. 31, from Date of hire
After 5 years	Three weeks
After 12 years	Four weeks
After 17 years	Five weeks
After 25 years	Six weeks

9.2 For the purpose of computing vacation time off to which an employee may be entitled, all employees shall have a common anniversary date of December 31. In order that no employees are penalized by reason of the common anniversary date, the following accrual period shall be observed:

- A. During the first year of employment, vacation will be earned at the rate of one-sixth (1/6th) of a week's vacation for each full month worked from the employee's date of hire to the common anniversary date.
- B. During the fifth year of employment, vacation will be earned at the rate of one-fourth (1/4th) of a week's vacation for each full month worked from the employee's fourth anniversary date to the common anniversary date.
- C. During the twelfth year of employment, vacation will be earned at the rate of one-third (1/3rd) of a week's vacation for each full month worked from the employee's eleventh anniversary date to the common anniversary date.
- D. During the seventeenth year of employment, vacation will be earned at the rate of five-twelfths (5/12th) of a week's vacation for each full month worked from the employee's sixteenth anniversary date to the common anniversary date.
- E. During the twenty-fifth year of employment, vacation will be earned at the rate of one-half (1/2) of a week's vacation for each full month worked from the employee's twenty-fourth anniversary date to the common anniversary date.

For those employees hired prior to the fifteenth (15th) of the month, computation will be made as of the first day of the month hired.

For those employees hired from the sixteenth (16th) to the end of the month, computation will be made effective the next month.

9.3 The right to schedule the employee's vacation period is reserved by the City. Employees shall notify the City by February 1 of each year of their choice of vacation date. The City will post the vacation schedule by March 1 of each year. Whenever possible, the City will

seek to accommodate employees as to vacation dates. Any conflict in choice shall be resolved on the basis of job classification seniority. Requests for vacation period changes must be made at least two (2) weeks prior to the beginning of the schedule period in which the vacation is scheduled. The City may reschedule an employee's vacation period for operational reasons provided it notifies the employee two (2) weeks in advance of the beginning of the employee's scheduled period in which vacation is scheduled. Employees shall be required to take their vacation time off from work and may not receive vacation pay in lieu thereof.

9.4 Vacations may not be voluntarily accumulated from year to year, nor may a vacation be voluntarily postponed from one vacation year to another. No employee may receive an advance vacation.

9.5 If a holiday, as provided for herein, falls within an employee's scheduled vacation, the employee will be given an additional day off with pay.

9.6 An eligible employee may elect to receive his or her vacation check on the pay date prior to the employee's vacation provided two (2) weeks notice has been given of the employee's desire to receive a vacation check.

9.7 An employee who is discharged or who terminates employment after qualifying for a vacation shall be paid one-twelfth (1/12) the vacation pay due based upon the employee's completed length of service, for each full month of employment or major fraction thereof for which the employee has received no vacation pay, provided the employee has given the City two (2) weeks advance notice of termination of employment. In the event an employee terminates employment or is discharged and later rehired, he or she shall be considered a newly hired employee. In the event of the death of an employee, accrued vacation pay shall be paid to the surviving spouse or to his or her estate.

9.8 Any employee who sustains a work-related injury covered by Ohio Workers' Compensation will continue to accrue vacation during the period of disability provided the employee returns to normal duties within one hundred and eighty (180) days of the date of injury.

9.9 Any employee who is receiving compensation for authorized sick leave will continue to earn vacation credits during the period of such compensation from the City.

ARTICLE X – HOSPITALIZATION

10.1 (a) Effective January 1, 2011, for regular full-time employees, the City will make available the hospitalization insurance plan, as amended, which include vision examination provisions and a prescription drug rider, as summarized in the attached agreement. The City may change insurance companies, carriers or agencies provided the level of benefits remain comparable. In addition, the City will continue to offer preventive dental coverage as described in the attached plan summary, or a plan which is equivalent or better. The City will continue its present administrative procedures and eligibility requirements for the life of this agreement. Such programs will be arranged with such insurance company, carrier, or agency as the City may

select and shall be subject to the terms of the master contract issued to the City. The City shall have the right to choose an alternative carrier and to provide other delivery systems after discussions with the Union. The City's obligation shall be limited to the payment of premiums as set forth in this article, and any dispute between a claimant and any insurance company, carrier or agency shall not be subject to the grievance procedure.

(b) The City shall create a committee consisting of both representatives of this Union and all other unions to study health care to recommend any benefit changes to both the Employer and the unions.

10.2 In the event an employee desires to enroll in a different health plan than what is provided by the City, the City will pay to the approved carrier an amount up to that currently paid by the City for its primary health plan. This does not apply to plans provided by another employer and the plan must be between the City employee and the carrier.

10.3 Health Insurance Premiums

OPTION #1: \$0 DEDUCTIBLE, 100% PLAN (TRADITIONAL PLAN)

UNITED HEALTH INSURANCE	Employee pays ten percent (10%) of the
Or similar Plan	family or single plan

OPTION #2: \$250/\$500 DEDUCTIBLE; 100% PLAN

UNITED HEALTH INSURANCE	Employee pays six percent (6%) of the
Or similar Plan	family or single plan

OPTION #3: HEALTH SAVINGS ACCOUNT: \$2500/\$5000 Deductible, 100% PLAN

UNITED HEALTH INSURANCE	City to fund Health Savings Account option for
Or similar Plan	employees at fifty percent (50%) of the
	deductible with no premium by the employee.

10.4 For the duration of this agreement, the City will continue to pay the premiums for \$20,000 of term life insurance coverage for eligible full-time employees.

10.5 Voluntary Waiver of Health Insurance Coverage

A. Employees who are eligible for health insurance coverage, their dependents and spouses, may voluntarily elect, in writing, not to be covered under the City offered health insurance plan. In the event family coverage is discontinued, the employee may elect to be compensated \$100.00 for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. If single coverage is discontinued, the employee may elect to be compensated \$36.00 per month for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. Payroll payments under this section will be made semi-annually.

B. Employees who wish to re-enroll in family or single hospitalization insurance coverage with the City may do so during the various insurance plans' normal enrollment period

provided the employee, spouse and dependents meet the eligibility requirements for enrollment. As part of the election not to be covered under the City hospitalization insurance plans, the employee, spouse and dependents must acknowledge that if they should seek re-enrollment in the insurance plans offered by the City, they may not be covered by such carriers for any preexisting conditions. In addition, the City may require periodic proof of coverage elsewhere. (City to draft waiver).

ARTICLE XI - SALARY, HOURS, AND OVERTIME

11.1 The normal but not guaranteed workday for full-time employees in the classification of dispatcher will be eight (8) hours which includes a one-half (½) hour paid lunch period. Since dispatchers have a one-half (½) hour paid lunch period, they may be required on occasion to continue work or may be recalled to work during their lunch period. In the event a dispatcher leaves the City premises during the lunch period, the one-half (½) hour time period will be strictly enforced and the employee must advise the shift officer as to his or her designation in the event of a recall.

11.2 The normal workweek for full-time dispatchers will be forty (40) hours per week.

11.3 Authorized overtime work in excess of the employee’s normal workweek will be paid at the rate of one and one-half (1-½) times the employees’ straight-time hourly rate as computed by the Finance Department. Absent a bona fide emergency situation, overtime within the dispatcher classification shall first be offered to all full-time dispatchers. Should all full-time dispatchers decline the offered work, management shall staff the work as it sees fit.

11.4 Emergency Call-Out Guarantee For emergency or special call-out duty, bargaining unit employees shall be paid the higher of either (1) time and one-half their straight-time hourly rate for actual hours worked, or (2) three (3) hours of pay at time and one-half (1-1/2) his/her regular straight-time hourly rate. Emergency call-out guarantee shall not apply where such employee remains on duty past his/her regular shift or when called for additional hours immediately prior to his/her shift time.

11.5 There shall be no pyramiding of overtime and/or premium pay, that is, no more than one (1) premium shall be paid for the same hours worked.

11.6 Employee shall be paid on an hourly basis by dividing their annual salary by 2080. Employees shall advance to the next salary class upon their anniversary date. Effective January 1, 2012, the below salary schedule will be in place and the employee’s salary will be adjusted in accordance with his/her job class and length of service:

<u>Job Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Dispatcher	\$35,776	\$37,668	\$46,973
Dispatch Supervisor	\$51,670		

Effective January 1, 2013, the below salary schedule will be in place and the employee's salary will be adjusted in accordance with his/her job class and length of service:

<u>Job Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Dispatcher	\$36,402	\$38,327	\$47,795
Dispatch Supervisor	\$52,574		

Effective January 1, 2014, the below salary schedule will be in place and the employee's salary will be adjusted in accordance with his/her job class and length of service:

<u>Job Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Dispatcher	\$37,130	\$39,094	\$48,751
Dispatch Supervisor	\$53,625		

11.7 The City may, at the sole discretion of the City hire employees at a higher classification based on the training and experience of the new employee; however, new employees may not be hired at a rate above a one year classification. Thereafter, the new employee shall progress on the pay scale as provided.

11.8 In the event an employee is absent from work and are not eligible for paid time off, the salary will be converted to an hourly rate in accordance with Finance Department procedures and the employee's pay will be reduced by such hourly rate times the hours of work for which the employee is not eligible for compensation. (For example, if an employee is absent from work one day (eight hours) and is not eligible for pay for the time off, the employee's pay will be reduced by eight (8) times his or her hourly rate of pay).

11.9 Each Dispatcher chosen by the Chief to perform training services for newly hired dispatchers will receive an additional twenty-five (\$25.00) dollars for each day that training services are performed.

11.10 Each Dispatcher shall receive at least two (2) training classes/courses each year as approved by the Chief of Police. Travel time to and from training outside Cuyahoga County shall be approved on a case-by-case basis.

11.11 Employees, required to appear in court when not on duty shall receive a minimum of three (3) hours pay or the actual time spent in court whichever is greater, in the event an Employee is scheduled for court appearance when not on duty, the employee will receive a minimum of three (3) hours of compensatory time or the actual time spent on standby whichever is greater.

11.12 Any Dispatcher serving Jury Duty, other than Voluntary Jury Duty, shall receive the regular rate of pay for each work day missed due to jury service.

11.13 Each Dispatcher who is assigned under the current practice, to perform Matron/Jailer duties shall be paid an additional Twenty-Five Dollars (\$25.00) for each prisoner searched. Dispatchers on duty shall be assigned to perform Matron/Jailer duties according to seniority in, a rotation.

11.14 Beginning January 1, 2012, each Dispatcher who received Law Enforcement Automated Data Systems (LEADS) certification shall receive additional pay in the amount of Four Hundred and fifty Dollars (\$450.00) in the first paycheck in December of each year that the Dispatcher remains certified. Effective 2013, each employee will receive \$650.00 under the same conditions of this Section. Effective 2014, each employee will receive \$850.00 under the same conditions of this Section.

11.15 Compensatory Time: Employees covered by this agreement may accrue up to One Hundred and Forty-Four (144) hours of compensatory time. Hours in excess of One Hundred and Forty-Four (144) will be paid down to One Hundred and Forty-Four (144) quarterly. Compensatory time may be rolled over from year to year. No compensatory time off will be approved that drops shift manning below shift strengths established by the minimum manning standards. When eight (8) hours of accumulated compensatory time off (a tour of duty) is approved, no change in shift scheduling will affect the approved use. For periods of time less than eight (8) hours, if shift strength drops below minimum, the approved accumulated time off may be cancelled at the discretion of the Employer. Employees may, at the employee's option, cash out any or all of their unused compensatory time at the employee's applicable hourly rate of pay.

11.16 All overtime earned in 2011 commencing upon ratification of this contract will be accumulated at a rate of time and one-half and placed in a separate compensatory overtime bank for each member working the overtime. Members will have until December 31st, 2012 to expend the hours in this special compensatory bank by using these hours as time off. No member will be paid out by this provision other than taking paid time off. The utilization of compensatory time by employees under this provision shall not result in overtime payments to any other employee.

ARTICLE XII – REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COST

12.1 For all subjects required to attain an Associate or Bachelor's Degree taken by Police Department personnel during an employee's employment under this Agreement and for such other subjects as are approved by the Mayor for department members, the City will reimburse a department member for the costs of said course(s), including applicable tuition, fees, cost of books and related materials necessary in the completion of such course(s), less any amount paid by a federal or public agency toward the cost of said course(s).

12.2 The following enumerated conditions and requirements are hereby established as conditions precedent to the reimbursement provided above for approved educational courses:

- A. Department members must have completed two years of service in the Police Department before they will be entitled to reimbursement for approved educational courses under this Article.
- B. For reimbursement a minimum of grade "C" or its equivalent is required to qualify for such reimbursement.
- C. Reimbursement will be paid only at the end of the school quarter or semester upon submission to the satisfaction of the Mayor of the School transcript or other competent evidence that the courses were successfully completed in that particular calendar year.

ARTICLE XIII – SICK LEAVE

13.1 During the term of this Agreement, the City agrees to continue in effect the current sick leave provisions as set forth in Chapter 137 of the Codified Ordinances of South Euclid.

- (a) In the event an employee, is granted time off for a death in the family under Section 137.04(a), (b) and 137.06(d) up to twenty-four (24) scheduled work hours of granted paid time off will not be deducted from the employee's accrued sick leave.
- (b) For calendar years 2012-2014 the limit on the use of sick leave without medical certification as set forth in City codified Ordinance Section 137.06(c) shall be six (6) days.
- (c) For those persons covered by this agreement, the limit of sick leave accumulation as set forth in Codified Ordinance Section 137.05 (a) is 1,200 hours. The year-end compensation for the employees as set forth in Codified Ordinance Section 137.08 is 1,200 hours. With regard to Codified Ordinance Section 137.07 pertaining to payment of accumulated sick leave upon termination or retirement, the City agrees that there shall be a sick leave buy-back at a ratio of one-half (1/2) of accumulated, unused sick hours upon retirement.

13.2 Maternity Leave: An employee, who becomes pregnant, upon request to the Chief of Police, shall be granted leave to absent herself from work for maternity purposes. The FMLA is hereby incorporated by reference. FMLA leave shall run concurrent with sick leave and any other paid leave available to the employee. The employer may require the employee to use vacation, holiday, sick time, or compensatory time during a qualifying FMLA leave, concurrent to FMLA leave entitlements. The employee shall have the option as to which leave to use.

An employee who becomes pregnant may, upon written request to and approval of the Chief of Police, be granted up to an additional three (3) months of unpaid leave for maternity purposes after the completion of their twelve (12) weeks of FMLA leave. The approval of the unpaid leave is conditioned upon the submission by the employee of medical certification from the employee's OB/GYN or the child's pediatrician that the employee is not fit to return to work and that such need is directly related to complications from the employee's pregnancy, birth of her child or post-birth complications to either the employee or the child. Employees who go on maternity leave will be eligible for health Insurance coverage while on leave at their cost under COBRA. No benefits shall accrue or be paid to a dispatcher on unpaid maternity leave, except that seniority shall continue.

13.3 Sick Leave Incentive: At the beginning of each calendar year all covered employees shall be credited with a bank of Twenty-Four (24) hours of accumulated straight time which will be applied towards their sick time incentive. This bank of time shall run concurrently with the member's normal sick time bank. Any use of sick time hours by the employee during the calendar year shall also be deducted from their Sick Time Incentive Bank on an hour for hour basis.

At the end of the calendar year, if the employee has not used any unexcused sick time they will be paid the equivalent of Twenty-Four (24) hours of straight time compensation. Otherwise they will be paid an amount equivalent to the number of hours remaining in their Sick Time Incentive Bank after the deduction for use of unexcused sick time. Payment will be made by the second pay in January.

13.4 High Risk Injury Leave for Matron Duty Only: A full-time employee covered by this Agreement who is absent and physically unfit for duty as a result of a serious on-the-job injury arising out of and in the course of their Matron duties as determined solely by the City may be granted a special leave at her regular rate of pay for up to eight (8) consecutive weeks in lieu of using her accumulated sick leave pay. The leave may be extended in increments of eight (8) weeks. The employee's disability must be evidenced by satisfactory medical certification from the designated City physician when requested and required by the City. When Special Leave is granted, it shall commence on the first (1st) day of injury. Only one (1) Special Leave can be granted for the same jury.

13.5 Such special leave, if granted, shall end when the employee is declared permanently disabled or is able to return to normal duty after medical clearance is obtained.

13.6 A member will be deemed to have incurred an injury if it occurs while the member is performing matron duties. On-the-job injury leave is not available for injuries which occur in the performance of non-matron duties such as clerical work, lunch periods or break, or while in the employment of another person or entity.

13.7. In order to qualify for special leave:

- A. The event herein described must be duly logged and a written report submitted to the Chief's office during the shift in which it occurs, or as soon as practical after

the accident, and medical evidence has been provided within a reasonable period but no later than fourteen (14) days after the accident. Such medical documentation from the employee's treating physician and/or the City physician shall set forth the nature and extent of the injuries, the likelihood as to the length of the disability, and the medical probability of full recovery and eventual date of return to work.

- B. The dispatcher shall have applied for and have been found eligible to receive coverage under State of Ohio Worker's Compensation statute and the police officer signs a waiver and assignment to the City for the amount payable under Worker's Compensation for Temporary Disability benefits.

ARTICLE XIV - EMPLOYEE RIGHTS

14.1 An employee has the right to the presence and advice of a Union representative and/or attorney at all disciplinary hearing(s) and/or disciplinary interrogation(s).

14.2 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him/her shall be advised of his/her constitutional rights before any questions start.

14.3 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation; he/she shall be advised that his/her refusal to answer such questions or participate in such investigation will be the basis of such a charge.

14.4 An employee will be informed in writing of the nature of any investigation of himself/herself prior to any questioning.

14.5 It is recognized by the parties that the City may establish regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the City and its employees. All employees shall have access to their own individual personnel file for review of documents contained in said personnel files on an annual basis, with at least five (5) days written request for such review. In addition, a department member may inspect his or her file once in response to a pending grievance or official matter.

Employees shall have access to their own personnel or medical files to review in the following manner:

1. All reviews shall be conducted during normal business hours unless agreed to by the Chief due to the circumstances.
2. All such employee reviews shall not exceed one-half (1/2) hour.
3. Should an employee dispute any of the contents of his/her personnel file, he/she may submit his/her own written and signed version of the facts on the disputed

matter in his/her personnel file.

14.6 The Union will be credited on January 1 of each year forty-eight (48) hours for Union business. Such time shall be used at the time designation for the Union Director or designated member of the bargaining unit and will be for, but not limited to, meetings, seminars, conferences, or to conduct Union business directly related to the bargaining unit. Any hours not used in a calendar year may not be carried forward into the next year. The Union Director must submit his/her request thirty (30) days in advance to his/her supervisor and such request will not be unreasonably denied. A written explanation describing the Union business being attended will accompany all requests for time off.

ARTICLE XV – LONGEVITY PAY

15.1 Regular full-time employees will receive additional compensation for length of continuous service as follows:

1-5 years	no entitlement
6-10 years	\$900
11-15 years	\$1,200
16-20 years	\$1,500
21+ years	\$1,800

For the purpose of applying this Article, the anniversary date of the employment, unless it is on the first of any month, shall be considered as being on the first of the month next following the actual date of employment for which entitlement for service is allowed. Such yearly designation shall be on the anniversary date at the start of year 6, year 11, year 16 and year 21, respectively.

ARTICLE XVI - ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

16.1 Policy Statement. Both the City and the Safety Forces recognize that alcohol and controlled substance abuse are threats to the public safety and to the employees. Thus, the City will take the necessary steps, including alcohol and controlled substance testing to eliminate abuse. The goal of this policy is that of education, prevention, and rehabilitation, rather than discipline and termination. Employees, who believe they have a dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem, as early as possible. Employees should consult their health insurance plan for available benefits.

16.2 It will be the responsibility of all superior officers in the Safety Forces to implement this policy and to assure that no person with an alcohol or a controlled substance dependence problem will have his/her job security or promotional opportunities jeopardized by a request for diagnosis or treatment. The decision to request a diagnosis and to accept treatment for such dependence or abuse is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in

accordance with other policies relating to job performance and/or discipline. Persons participating in the alcohol or controlled substance dependency program will be expected to satisfy existing job performance standards and established work rules.

16.3 Confidentiality. It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and controlled substance dependency problems. If any employee feels that he or she had a dependency or abuse problem that is related in their work performance, the employee is strongly urged to speak to their immediate supervisor, Safety Director or the Department Chief.

16.4 Disclaimer. Nothing in this statement of policy is to be interpreted as constituting a waiver of the City's responsibility and right to maintain discipline or its right to take disciplinary actions in case of poor performance or misconduct that may result from alcohol or controlled substance abuse or dependency, or for any violation of Departmental rules and regulations concerning alcohol and controlled substances.

16.5 General.

- A. The controlled substances covered by this policy include marijuana metabolites, cocaine metabolites, opiates, phencyclidines, and amphetamines. The reference in this policy to "use of alcohol" means on duty use.
- B. Employees who are seeking or going through rehabilitation for substance abuse are not relieved from complying with Departmental rules and regulations concerning alcohol or controlled substances.

16.6 Basis for Testing. Employees may be tested for alcohol or controlled substances under any of the following conditions and test results will be used by the City for any administrative and disciplinary proceedings:

- A. Where there is reasonable suspicion to believe that the employee is under the influence of or their job performance is impaired by, either alcohol or controlled substances. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of, or is using or abusing, alcohol or controlled substances. Examples of reasonable suspicion may include, but are not limited to, poor work performance, high level of sick time usage, unusual behavior or actions, involvement in on the job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a city vehicle, where, circumstances raise a question concerning the existence of alcohol use or controlled substance use by the employee. The listing of these examples is not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or controlled substances.

- B. Employees who have been ordered for testing and have a confirmed positive test result for a controlled substance or persons who are determined to have an alcohol abuse problem will be given one (1) opportunity to go on a leave of absence for up to forty-five (45) days for treatment and rehabilitation provided satisfactory medical documentation is periodically provided to the city that the employee is unable to return to work. During such leave, the employee may use his or her accumulated sick leave provided the treatment or rehabilitation program qualifies for coverage under the City's hospitalization insurance policies.
- C. After participation in an alcohol or controlled substance abuse rehabilitation program an employee shall be required to undergo three (3) urine tests within the one (1) year period starting with the employee's completion of the program. Failure to receive a confirmed negative test result for controlled substances during this period may result in immediate termination of employment.
- D. After two (2) years with no confirmed positive test results for controlled substances or no recurrence of alcohol related problems, the prior actions during the two (2) year period will not be used as a basis for subsequent disciplinary action.

16.7 Order for Testing. If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or controlled substances, except in those cases where the Department Chief has authorized same due to the employee's job tasks, while on duty, it shall be reported to the shift officer in charge. The shift officer in charge shall determine if alcohol or controlled substance testing is warranted. If it is determined by the shift officer in charge that the testing is warranted, he/she shall issue the order requiring that the test be taken. Nothing in this section shall prevent an immediate supervisor, Safety Director or the Department Chief to issue the order that the test be taken if they reasonably suspect an employee being under the influence of alcohol or a controlled substance by giving the reasons for doing so, in writing, to the shift officer in charge, as soon as possible. This report shall be confidential, but a copy given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

16.8 Testing Procedure. Specimen collection shall occur in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee. Specimen samples shall be sealed labeled against the identity of the employee to ensure the results match the employee tested. Prior to submitting the same, the employee will be required to complete a form indicating all drugs currently being taken and any toxic substances he may have come in contact with. If alcohol abuse is suspected the employee may submit to a breathalyzer test, to be administered by an operator licensed through the State of Ohio, Department of Health if he so desires.

ARTICLE XVII - FINAL AGREEMENT

17.1 This Agreement shall finally dispose of all demands of the Union which have heretofore been made or which might be or have been the subject of collective bargaining, whether or not within the knowledge or contemplation of the parties and, therefore, any legal obligation to bargain with respect to any matter which is or may be the subject of collective bargaining is hereby expressly waived by each of the parties hereto, except during the period following the giving of sixty (60) days notice prescribed in Article XVII herein. It is the intention of the parties that their entire relationship shall be governed solely by this Agreement.

ARTICLE XVIII - DURATION, MODIFICATION AND TERMINATION

18.1 This Agreement shall be and remain in full force and effect from January 1, 2012, until December 31, 2014 and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination or modification at least sixty (60) days before such expiration date if such notice is given, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated and signed.

ARTICLE XIX - SAVINGS CLAUSE

19.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by final court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX - MODIFICATION

20.1 This Agreement is in lieu of all other contracts or understandings heretofore existing between the parties and no provision contained in this Agreement shall be modified or altered unless approved by the City Council and signed by officers of the Union and the Mayor the City of South Euclid.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 20th day of December, 2012.

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

By: James Zuel

CITY OF SOUTH EUCLID

George Weber
MAYOR

APPROVED AS TO FORM:

Michael P. Lograsso
MICHAEL P. LOGRASSO,
DIRECTOR OF LAW

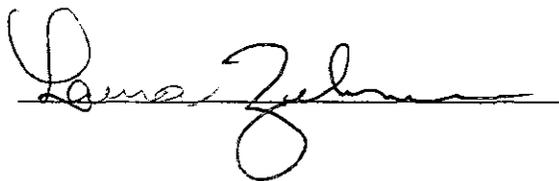
LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the City of South Euclid (Employer) and the Ohio Patrolmen's Benevolent Association (Union) and sets forth the following understanding and agreement.

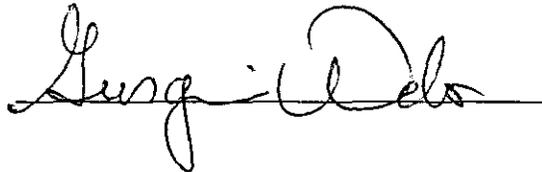
Article X of the parties Collective Bargaining Agreement (CBA) pertains to Hospitalization. Section 10.3 of Article X sets forth premium payments by bargaining unit employees. For the remainder of 2012, employees will pay the same amount of premiums that they have been paying through calendar year 2012 and will not incur any additional monthly increases.

This Letter of Understanding is entered into this 20th day of December .2012.

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:

A handwritten signature in black ink, appearing to read "Dana Zelnick", written over a horizontal line.

FOR THE CITY OF
SOUTH EUCLID:

A handwritten signature in black ink, appearing to read "Sergio Dela", written over a horizontal line.

