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2012-2014

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF EUCLID

AND

EUCLID FRATERNAL ORDER OF POLICE LODGE #18

Effective

JANUARY 1, 2012

Through

DECEMBER 31, 2014

**PER RESOLUTION NO. 194-2012
PASSED DECEMBER 17, 2012**

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AGREEMENT

This Agreement is made between The City of Euclid, hereinafter referred to as "City," and Euclid Fraternal Order of Police #18, hereinafter referred to as "F.O.P.". This Agreement is made for the purposes of promoting cooperation and continuing harmonious relations between the City and its employees and their representatives, the F.O.P.

ARTICLE 1 ***CONFLICT OF CONTRACT AND ORDINANCES***

SECTION 1. LEGAL REFERENCES

This Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio, including applicable and existing or future laws or regulations of the City of Euclid. Should any part of this agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions which shall remain in full force and effect. In such event, and upon written notice by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

SECTION 2. NOTICE OF CHANGE

Neither party will recommend any change, addition or deletion as to any new or existing Civil Service rule, Charter provision, Ordinance or Resolution which would be in conflict with this Agreement, or affect the working conditions, wages or incidents thereto, unless the party shall give written notice to and confer with the other party prior to making a recommendation to the Civil Service Commission (in the case of Civil Service rules), to the City Council (in the case of Ordinances or Resolutions), and to the public (in any event).

ARTICLE 2 ***LODGE RECOGNITION***

SECTION 1. BARGAINING RIGHTS

This agreement is hereby entered into by and between the City of Euclid, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Lodge No. 18, hereinafter referred to as the "Union" or "FOP."

The Employer hereby recognizes the FOP as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the following positions and in the following bargaining units:

- Unit 1: All full time sworn patrol officers exclusive of all other police department members;

Unit 2: All full time sworn promoted officers exclusive of the Chief of Police, the Executive Captain and all other police department members.

The bargaining units shall exclude members of the other named bargaining units, and shall also exclude all part-time, seasonal, casual and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

SECTION 2. SUBJECTS FOR BARGAINING

The following shall be considered as subjects to be negotiated by the City and the F.O.P. for all bargaining unit employees:

- A. Wages;
- B. Hours;
- C. Fringe Benefits; and
- D. Working Conditions

SECTION 3. AUTHORIZATION

The City will deduct from wages and turn over to the proper officers of the F.O.P. the regular monthly lodge dues of employees covered by this Agreement upon receipt from the F.O.P. of written authorization cards. By the 1st day of September, 1996, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues-paying members of the F.O.P. or, as a condition of employment, remit to the F.O.P. a fair share fee, to be determined by the F.O.P. in accordance with the provisions of O.R.C. 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the F.O.P. or remit the fair share fee. As provided in O.R.C. 4117.09(C), nothing in this article shall be deemed to require any employee to become a member of the F.O.P. All dues and fair share deductions under this article are in accord with and subject to the provisions of the article on dues check-off.

ARTICLE 3 **MANAGEMENT RIGHTS**

SECTION 1.

The Union recognizes that the City shall have the right to run the City and take any action it considers necessary and proper to effectuate any management policy express or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority.

SECTION 2.

Except as limited under this Agreement, the management rights include, but are not limited to, the right: to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, and, for just cause, reprimand, suspend, discharge or discipline; to manage and determine the location, the number of physical facilities, type of equipment, programs and the work to be performed; to determine the City's goals,

objectives, programs and services and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty or to transfer employees among City sites or between jobs; to promulgate and enforce work rules, City orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the City's budget and the use thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the City; and to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority, and in all respects to carry out the ordinary and customary functions of the administration.

SECTION 3.

In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the City. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation, during the term of this Agreement, either with respect to the decision or its effects.

SECTION 4.

The Chief of Police shall have the authority to promulgate policies and procedures for the daily operation of the department and to implement the various provisions of this Agreement.

ARTICLE 4 ***NON-DISCRIMINATION***

SECTION 1. NON-DISCRIMINATION

The parties hereto agree that neither the City nor the F.O.P. shall discriminate against the employee because of his membership or non-membership in the F.O.P. or in his participation in activities herein prescribed.

SECTION 2. COOPERATION

The City, the F.O.P., and each employee will cooperate fully to comply with all applicable laws, Charter or constitutional provisions or Ordinances forbidding discrimination on account of race, color, creed, religion, sex, age, or political affiliation.

ARTICLE 5 ***LODGE BUSINESS***

SECTION 1. GRIEVANCE REPRESENTATIVES

The F.O.P. may select a minimum of seven (7) grievance representatives. The representatives' names and assignments shall be furnished to the City by the F.O.P. President.

This list shall be kept current by the F.O.P. President at all times. If the representative's name is not listed, he will not be granted time away from his job. Representatives will be permitted time off their jobs with pay to be present at grievance hearings, and will be permitted reasonable time during duty hours without loss of pay with the Chief's approval.

SECTION 2. NEGOTIATORS

Reasonable provisions shall be made by the Chief so that the F.O.P. bargaining unit members selected by the F.O.P. President as representatives on the negotiating committee and scheduled for duty may be carried on special assignment for the purpose of negotiating on the days of actual negotiating during the term of this Agreement. Compensatory time may be granted to members of the negotiating committee, designated in advance, during the last one hundred twenty (120) days of this Agreement prior to the termination date (exclusive of any extensions).

SECTION 3. DELEGATES

The F.O.P. will be authorized sufficient work days of paid leave per calendar year to attend F.O.P. functions such as conventions, educational meetings, or conferences. The City shall make other reasonable provisions for authorizing vacation leave or personal allowance credits for employees to attend F.O.P. functions in addition to the above-mentioned work days. The F.O.P. President shall notify the Chief of Police or his designee as soon as possible upon the need of such leave, but no less than seven (7) calendar days prior to the commencement of said leave, and provided no more than four (4) members of any one division are designated by the F.O.P. for said leave at any given time, with the Chief's approval.

SECTION 4. LODGE OFFICERS

Sufficient time off shall be granted to any four (4) elected officers of the F.O.P. who are employees covered hereunder for the purpose of attending and conducting regular or special meetings of the lodge provided, however, that a forty-eight (48) hour notice is given the Chief of Police and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the department.

ARTICLE 6 ***GRIEVANCE PROCEDURE***

SECTION 1. DEFINITIONS

A. A "grievance shall be defined as a dispute or difference between the Employer, the FOP and the employee and/or a member of the bargaining unit concerning the application of a provision of this Agreement relating to wages, hours of work, health, safety, discipline, and other conditions of work and shall be restricted to those areas only.

B. "Immediate supervisor" means the person having immediate supervisory responsibility over the employee/grievant.

C. "Grievant shall mean the employee and/or FOP member(s) initiating a grievance.

D. "Days" shall mean the actual working days unless specified differently in this Article.

SECTION 2. RIGHTS OF EMPLOYEE/GRIEVANT

- A. The employee/grievant may at his/her sole discretion be accompanied at all steps of the grievance by his/her personal representative or be represented by the FOP.
- B. The purpose of these procedures is to secure, at the lowest level, the supervisor having authority to resolve the grievance in an equitable manner.
- C. The employee/grievant shall be entitled to have the grievance kept confidential as is appropriate and processed as expeditiously as feasible.

SECTION 3. TIME SCHEDULES

- A. The number of days indicated at each step in the grievance procedure shall be calendar days and shall be the maximum.
- B. If the employee/grievant does not present an informal complaint within fourteen (14) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.
- D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, and appeals shall be in writing and hand delivered, transmitted by facsimile or mailed by regular U.S. Mail.
- F. Every effort will be made to process grievances to a satisfactory conclusion by the end of the contract year.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- H. The time limits set forth in steps (a) through (d) of this Grievance Procedure may be extended by mutual agreement of the Employer, the FOP, and the employee/grievant.
- I. The failure of the grievant or the FOP to meet any of the time limits provided in this Article shall constitute a waiver of the grievance and/or the right to further appeal.

SECTION 4. INFORMAL GRIEVANCE PROCEDURE

A grievance, as indicated in 6.2 (B) aforesaid, shall be first presented to the immediate supervisor of the employee/grievant in an attempt to resolve the grievance.

SECTION 5. FORMAL GRIEVANCE PROCEDURE

Step 1. In the event the grievance is not resolved within fourteen (14) days of the informal complaint, it may be pursued further by submitting, in writing, a completed Grievance Form, Step 1, in duplicate Appendix "B". Copies of this form shall be submitted by the grievant to the immediate supervisor. Within seven (7) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within seven (7) days after such meeting by completing Step 1 of the Grievance Report Form and returning a copy to the grievant and the FOP.

Step 2. If no satisfactory settlement is reached in *Step 1*, the grievance may be appealed to the Chief of Police within two (2) days of the completion of *Step 1*. The Chief can elect to hold a meeting with the parties involved in an attempt to resolve the grievance or may review the written grievance within seven (7) calendar days of its receipt. If the Chief of Police's response is not satisfactory to the grievant, the grievance shall be reviewed by the F.O.P. Grievance Committee to determine if it is to be advanced to the next step in the grievance procedure.

Step 3. If the grievance is not satisfied by *Step 2*, having been reviewed, the grievant may appeal to the Mayor/Safety Director within ten (10) days after the *Step 2* answer. The Mayor/Safety Director shall hold a meeting with the grievant within ten (10) days of the grievance receipt and shall answer the grievance, in writing, within fifteen (15) days of such meeting.

Step 4. ARBITRATION. If the grievance is not satisfactorily settled at Step 3, the FOP may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. An employee may arbitrate any loss of time or money. The FOP shall notify the City, in writing, of its intent to appeal the grievance. Within fifteen calendar days thereafter, the parties' representatives shall meet for the purpose of attempting to mutually agree upon the selection of an arbitrator. If no agreement can be reached, the FOP shall notify the American Arbitration Association ("AAA"), in writing, of its intent to arbitrate the grievance. Upon written notice of the FOP's intent to arbitrate, the AAA shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with AAA then applicable rules.

1. HEARING TIME. The arbitrator shall schedule, when feasible, a hearing within thirty (30) days of appointment, at a time and place convenient to the parties.

2. JURISDICTION. The arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement and shall not have the power to modify any of the terms of this Agreement.
3. DECISION. The decision of the arbitrator shall be final and binding on both parties, subject only to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711.01 *et seq.* of the Ohio Revised Code.
4. COSTS. The costs of the arbitrator shall be paid for equally by the City and the FOP.

ARTICLE 7 *WAGES*

SECTION 1.

The following wage increases shall be implemented:

Effective January 1, 2012:	2% across the board wage increase*
Effective January 1, 2013:	2% across the board wage increase
Effective January 1, 2014:	1% across the board wage increase

*Any retroactive funds will be paid separately from any other compensation reached in this Agreement.

The attached Schedule "A" will reflect the above increases and the rank differential of twelve percent (12%) for the life of this contract.

SECTION 2.

For purposes of the article (Wages), all employees shall receive full credit for the purposes of benefits, seniority and computation of continuous service, for prior employment with the State, an agency of the State or Local subdivision of the State, except that prior service shall have no effect or bearing on appointment, rank, promotion, or layoff from any department or employment with the City.

ARTICLE 8 *NIGHT PREMIUMS*

SECTION 1.

All members of the bargaining unit who are assigned to the 2300-0700 or the 0000-0800 shift shall receive a night premium of ninety-five cents (\$.95) per hour.

If during the term of this Agreement an approved twelve (12) hour work schedule is implemented departmentally, the "Midnight" shift shall receive the night premium of ninety-five cents (\$.95).

SECTION 2.

All members of the bargaining unit who are assigned to the 1500-2300 or the 1600-0000 shift shall receive a night premium of fifty-five cents (\$.55) per hour.

SECTION 3.

All members of the bargaining unit who are assigned to the Fourth (4th Platoon or the time variables of said shift, shall receive a night premium of seventy-five cents (\$.75) per hour.

SECTION 4.

No night premium shall be paid to any employee who has not actually worked the shift even though he is assigned to work said shift but is absent due to furlough, holiday, sick leave, personal day, or any other reason.

ARTICLE 9
UNIFORM & ALLOWANCE

SECTION 1.

The City shall provide a uniform allowance for each salaried appointee, except those assigned to the Detective Bureau of the Department of Police, who is required to wear a regulation uniform while on duty. Said uniform allowance shall be One Thousand Dollars (\$1,000.00) at the time of the original appointment. These funds will be paid separately from any other compensation reached in this Agreement.

SECTION 2.

The City will provide a uniform allowance for each salaried bargaining unit member, except those assigned to the Detective Bureau, as follows:

On February 1, 2012: \$650.00
On February 1, 2013: \$650.00
On February 1, 2014: \$650.00

In addition to the above amounts, the City will also provide, starting the second calendar year after appointment, One Thousand One Hundred Dollars (\$1,100.00), payable one half (1/2) in June and one-half (1/2) in December of each year, which shall be paid directly to each member. For the calendar year 2009, the Uniform Allowance shall be reduced by a total of five hundred dollars (\$500): two hundred fifty dollars (\$250) in June and two hundred fifty dollars (\$250) in December, after which the maintenance allowance shall be restored to previous levels.

SECTION 3.

Members assigned to the Uniformed Patrol Division will have their choice of wearing either long-sleeve or short-sleeve shirts while in Class B uniforms.

SECTION 4.

The City will provide a uniform allowance to each member of the bargaining unit assigned to the Detective Bureau as follows:

One Hundred Seven Dollar (\$107.00) per month.

In addition to the above amounts, the City will also provide for each member of the bargaining unit assigned to the Detective Bureau a sum of One Thousand Seventy-five Dollars (\$1,075.00) payable one-half (1/2) in June and one-half (1/2) in December, of each year, which shall be paid directly to each member.

SECTION 5.

The above-mentioned uniform allowances shall be annually expended on the order of the Chief of Police.

SECTION 6.

In the event that service is terminated for any reason, the cumulative earned uniform allowance shall be paid at the severance rate of one-twelfth (1/12) per each full calendar month of service completed from January 1 of that year to the date of termination.

ARTICLE 10
HOLIDAYS

SECTION 1.

The following days are hereby declared holidays for members of the bargaining unit hired prior to January 1, 2013:

- the first day of January (New Year's Day)
- the seventh day of January (Eastern Orthodox Christmas)
- the third Monday of January (Martin Luther King, Jr. Day)
- the third Monday of February (President's Day)
- the seventeenth day of March (St. Patrick's Day)
- the Friday before Easter (Good Friday)
- Easter Sunday
- the fifteenth day of May (Police Memorial Day)
- the last Monday of May (Memorial Day)
- the fourteenth day of June (Flag Day)
- the Fourth of July (Independence Day)
- the first Monday of September (Labor Day)
- the Thursday in November designated "Thanksgiving Day"
- the day after Thanksgiving Day
- the twenty-fourth day of December (Christmas Eve)
- the twenty-fifth day of December (Christmas Day)
- the thirty-first day of December (New Year's Eve)

The following days are hereby declared holidays for members of the bargaining unit hired on/after January 1, 2013:

the first day of January (New Year's Day)
the third Monday of January (Martin Luther King, Jr. Day)
the third Monday of February (President's Day)
the seventeenth day of March (St. Patrick's Day)
the Friday before Easter (Good Friday)
the fifteenth day of May (Police Memorial Day)
the last Monday of May (Memorial Day)
the Fourth of July (Independence Day)
the first Monday of September (Labor Day)
the Thursday in November designated "Thanksgiving Day"
the day after Thanksgiving Day
the twenty-fourth day of December (Christmas Eve)
the twenty-fifth day of December (Christmas Day)
the thirty-first day of December (New Year's Eve)

SECTION 2.

When any holiday listed above falls on a weekend or non-business day, the following business day shall be considered a holiday. In addition to the above, any day may be designated a holiday by proclamation of the Mayor and approval of Council.

SECTION 3.

All members of the bargaining unit assigned to work and actually working shall receive an additional eight (8) hour's pay for the following holidays:

the first day of January (New Year's Day)
Easter Sunday
the fourth day of July (Independence Day)
the Thursday in November designated "Thanksgiving Day"
the day after Thanksgiving Day
the twenty-fourth day of December (Christmas Eve)
the twenty-fifth day of December (Christmas Day)

Captains and training officer supervisor(s) shall be permitted the option on New Years Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day of either working or not working the referenced holidays when they fall on a weekday. (Monday –Friday) However if worked they shall receive straight time pay and not be compensated with any holiday pay, unless otherwise authorized by the Chief of Police.

Any member having to work past their scheduled eight (8) hour tour of duty on the above-mentioned seven (7) holidays will be compensated for the additional time worked at a rate of two (2) times their normal rate of pay.

All members of the bargaining unit assigned to work and actually working the remaining holidays, as stated in Section 1, shall be compensated at a rate of one and one-half (1-1/2) times

their normal rate of pay.

SECTION 4:

All members of the bargaining unit shall be entitled to take two (2) additional holidays off per year with pay at their normal hourly rate. Such days off shall be taken at a time scheduled and approved by the official to whom the employee reports, who shall keep appropriate records of personal days off granted. Except on Premium Holidays, and with 72 hours notice, a member shall be entitled to use one (1) of these Holidays as a Personal Day without regard to other scheduling issues. Only one (1) member per shift will be granted the time off, on a first-come first-served basis.

ARTICLE 11
VACATIONS

SECTION 1.

Years of service, for the purpose of this article, shall mean continuous, uninterrupted service, except that military service, authorized sick leave and vacations shall not be considered as interruptions of service.

SECTION 2.

Amount of vacation pay in the case of salaried employees shall be the regular compensation fixed for such position.

SECTION 3. VACATION SCHEDULING

Vacations shall be taken at a time scheduled and approved by the official to whom the employee reports, who shall keep appropriate records of vacation leave granted.

SECTION 4. VACATIONS - DURATION

- (A) Each member of the bargaining unit shall be entitled to a two (2) week vacation after completion of his first full year of service and each year thereafter.
- (B) When a member of the bargaining unit has completed five (5) years of continuous service, such members shall be entitled to a three (3) week vacation.
- (C) When a member of the bargaining unit has completed ten (10) years of continuous service, such member shall be entitled to a four (4) week vacation.
- (D) When a member of the bargaining unit has completed fifteen (15) years of continuous service, such member shall be entitled to a five (5) week vacation.
- (E) When a member of the bargaining unit has completed twenty (20) years of continuous service, such member shall be entitled to a six (6) week vacation.
- (F) Each member of the bargaining unit paying into the Police and Firemen's Disability and Pension Fund may, at the option of the member planning retirement and with

notice to the Chief of Police, select one of the following two options in regard to vacation time:

1. The member may elect to take the vacations due in his last three (3) years of service, or receive a lump sum payment upon retirement commensurate with the vacation pay earned for each of the last three (3) years of service prior to retirement, and not be required to take the actual vacation days.
2. The member may be able to forego the taking of a vacation during his last three (3) years of service and receive an amount commensurate with the vacation pay earned during this time. This compensation will be paid over the pay periods of the years in which the vacation was earned.

If a member of the bargaining unit, after selecting one of the above options (F-1 or F-2), decides to stay longer on the department, the following provisions shall apply:

1. The member will receive the lump sum payment due him for the vacation time earned, given reasonable time taken for processing, at the time he ends his service with the Euclid Police Department.
2. The member will not be allowed to work and be paid for his vacations in the future, as described in F-2.
3. The member will be unable to invoke either of the two vacation options again.

Any member electing to take either of the two options in Section 4(F) shall file their intentions with the Chief of Police on the form provided by the F.O.P.

SECTION 5.

Each member of the bargaining unit contributing into the Police and Firemen's Pension Fund shall be permitted to incorporate some or all of his earned, but unused, overtime, holidays, vacation, longevity, and any other compensatory pay premiums, into said fund during his last three years of service to the City. If the member remains past the three-year period he will be unable to invoke the terms as stated above again.

ARTICLE 12 *SICK LEAVE*

SECTION 1. COMPUTATION

Each member shall be entitled to sick leave of one and one-fourth (1-1/4) work days with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service. Unused sick leave shall be unlimited in its accumulation.

SECTION 2. ACCUMULATION OF SICK LEAVE DURING AUTHORIZED ABSENCE

Members absent from work on authorized holidays, during sick leave, personal days, vacation, disability leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

SECTION 3. ALLOWANCE OF SICK LEAVE

A member eligible for sick leave with pay may use such sick leave only for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and illness in the member's immediate family, namely a member of the same household as the member, to also include dependent children not living with the member. A member on sick leave shall inform his immediate supervisor of the fact and the reason as soon as possible, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence. Sick leave usage in a calendar year shall first be deducted from the sick leave earned and accrued within that calendar year. The Chief may, at his discretion on individual circumstances, expand the immediate family to include, but not limited to: brother, stepbrother, sister, stepsister, parent, stepparent, and/or any person serving or having served as a parent.

SECTION 4. CERTIFICATE REQUIRED

Each member of the bargaining unit paying into the Police and Firemen's Disability and Pension Fund, exercising the options permitted in Article X, entitled "Vacations," Section 4, Subsection "F," of this Agreement must, upon giving notice to the Chief of the decision to exercise said option, provide upon request of the Chief, medical certificates for the use of each day of sick leave during the last three years of service prior to retirement.

SECTION 5. MINIMUM AMOUNT

Any absence that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

SECTION 6. REQUIRED REPORTS

Sick leave, with pay, in excess of three (3) consecutive working days, for reasons of illness or injury shall be granted only after presentation of a written, signed statement by the member justifying the use of sick leave. The employer retains the right to request written verification of the illness or injury from a certified medical care provider. If medical attention was required, a certificate stating the general nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or physician's statement shall be grounds for disciplinary action, including dismissal. Any member fraudulently obtaining sick leave, or department head falsely certifying to sick leave allowance for absence from work for other reasons, may be suspended, dismissed, or prosecuted.

SECTION 7. SICK LEAVE CREDIT

A member who is laid-off from his position for reasons that are not discreditable to him may, if re-appointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff. A member, who transfers from one position to another position, or from another public agency in the State of Ohio, shall be credited for the unused balance of his accumulated sick leave.

SECTION 8. RETIREMENT AND DEATH BENEFITS

The City shall pay to a member who retires from service with the City, or to the estate of a person so deceased while a member of the Police Department, a sum not to exceed one hundred fifty (150) days at the rate of eight (8) hours per day, plus twenty dollars (\$20) per day for each and every day in excess of the one hundred and fifty (150) days of accumulated sick leave upon retirement or death. For the purpose of this section only, the eight (8) hour day rate shall be computed as follows: the member's current bi-weekly rate shall be divided by ten (10).

SECTION 9.

In addition to any other benefits on, or in contemplation of retirement, when an employee provides the City with a written request and a legally binding terminal date certain for his/her retirement, any accrued but unused sick leave up to a maximum of one hundred fifty (150) days (1200 hours) may be apportioned and remitted into his/her deferred compensation account. The maximum amount to be remitted shall be four hundred (400) hours per year for each of the three (3) final years of employment immediately prior to the terminal date stated above. Employees making this election must agree, in writing, to retire upon a date certain. The written agreement will be legally binding as to the employee's retirement date. However, the agreement does not limit the City's authority to impose discipline or to discharge the employee for cause.

SECTION 10. TIME DONATION

A member may, at his/her discretion, donate paid time out of his/her own accrued time, including but not limited to vacation leave, sick leave, holiday leave and/or compensatory time, to another bargaining unit member due to a catastrophic illness or injury suffered by the donee. Any time donated will at a minimum be in four (4) hour increments. All requests for the donation of time will go through the office of the Chief of Police.

ARTICLE 13 ***DISABILITY LEAVE***

SECTION 1. WORKERS COMPENSATION OFFSET

Any member covered by this Agreement absent as the result of service-connected illness or injury and who receives compensation under the Worker's Compensation Laws of Ohio shall receive only that portion of his or her regular salary which, together with the payments received by said member under the provisions of the Worker's Compensation Law, will equal his regular salary at the time the injury was sustained. Such payments shall continue during the time said member is receiving payments under the provisions of the Worker's Compensation Act, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his or her option, use his or her accumulated sick and vacation leave.

SECTION 2. PROOF OF CLAIM

Before any payments are made pursuant to the above provisions, the applicant shall furnish and periodically thereafter provide satisfactory proof of the amount received by him or her under the Worker's Compensation Act of Ohio to the City's Mayor/Safety Director.

ARTICLE 14
MILITARY LEAVE

SECTION 1.

Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of any of the reserve components of the U.S. Armed Forces shall be entitled to a paid leave of absence when performing military duty for periods not to exceed thirty-two (32) work days in any calendar year. In the event an employee is called to extended military duty, by Executive Order of the President of the United States or an Act of Congress, in excess of the time period of the preceding sentence, he/she shall be entitled to be paid, during each month of such military duty, the lesser of the following:

- (A) the difference between their gross monthly wages as an employee of the City and their gross monthly military wages; or
- (B) five hundred dollars (\$500.00).

However, any employee whose gross monthly military wages exceeds their gross monthly wages as an employee of the City, shall not be entitled to any compensation from the City during any period of extended military duty.

SECTION 2.

Any bargaining unit member wishing to take leave under this section shall first present to the Police Chief the order, or a written statement from the appropriate military commander, authorizing such military duty.

ARTICLE 15
SPECIAL LEAVE

SECTION 1. AUTHORIZATION BY MAYOR

The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year.

SECTION 2. AUTHORIZATION BY COUNCIL

The City Council, upon recommendation of the Mayor, may grant leaves of absence with or without pay in excess of the limitations above for purposes that are deemed beneficial to the City service.

SECTION 3. BEREAVEMENT LEAVE

If a death occurs among members of the employee's immediate family, such employee member shall be granted three (3) days funeral leave without loss of pay, benefits, days off, holidays, or vacation time. Immediate family is defined as: Spouse, child, parent, including

foster parents, step mother, step father, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchildren, step children, foster children, sister, brother, sister-in-law and brother-in-law. The Chief may, at his discretion based on individual circumstances, extend such leave.

SECTION 4. PATERNITY LEAVE

Special leave, with pay, to a maximum of three (3) days, will be granted to a male employee at the time of the birth of his child. Said leave to be granted either when the employee's spouse enters the hospital or within five (5) days of her release from the hospital.

ARTICLE 16
ABSENCE WITHOUT LEAVE

SECTION 1.

Any member who is absent from duty shall report the reason(s) therefore to his or her supervisor prior to the date of absence, when possible, and in no case later than Noon on the first day of absence. All unauthorized and unreported absences shall be considered absent without leave, and a deduction of pay will be made for the period of absence. Such absence shall be the ground of disciplinary action.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

SECTION 1. ENTITLEMENT TO LEAVE

Any bargaining unit member who has been employed with the City for at least twelve (12) months and has actually worked 1,250 hours during the previous twelve (12) month period, shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one or more of the following:

- (A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (B) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (C) In order to care for the spouse, or a son or daughter, or parent of the employee, if such spouse, son or daughter, or parent has a serious health condition.
- (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave for the birth or placement of a child with the employee shall expire at the end of the twelve (12) month period beginning on the date of such birth or

placement.

SECTION 2. DEFINITIONS

- (A) Parent - means the biological parent of an employee or individual who stood *in loco parentis* to an employee when the employee was a son or daughter.
- (B) Serious Health Condition - means an illness, injury, impairment, or physical or mental condition that involves either:
 - (1) inpatient care in a hospital, hospice, or residential medical care facility; or
 - (2) continuing treatment by a health care provider.
- (C) Son or Daughter - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is:
 - (1) under eighteen (18) years of age; or
 - (2) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
- (D) Spouse - means the husband or wife of an employee, as the case may be.

SECTION 3. INTERMITTENT OR REDUCED LEAVE

Leave for the birth or placement of a child shall not be taken intermittently or on a reduced schedule unless approved by the Police Chief. Leave taken to care for a spouse, child, or parent with a serious medical condition, or because of a serious medical condition of the employee, may be taken intermittently or on a reduced schedule if medically necessary.

If an employee requests intermittent leave or leave on a reduced schedule, the Police Chief may temporarily transfer such employee to an available alternative position for which the employee is qualified, and:

- (A) has equivalent pay and benefits; and
- (B) better accommodates recurring periods of leave than the regular employment position of the employee.

Such a temporary transfer shall not be subject to the restrictions and requirements of the Temporary Transfer Article of this Agreement.

SECTION 4. SUBSTITUTION OF ACCRUED PAID LEAVE

Any employee electing to take leave under this section and having accrued and unused vacation or personal leave, shall first use accrued sick, personal, or vacation leave prior to taking unpaid leave during the twelve (12) week FMLA period.

SECTION 5. NOTICE REQUIRED FOR FORESEEABLE LEAVE

In any case where leave is to be taken for the birth or placement of a child, the employee shall provide notice to the Police Chief not less than thirty (30) days before leave is to begin. In the event the birth or placement requires leave to begin in less than thirty (30) days, notice shall

be provided as soon as practicable.

In any case where leave is to be taken for planned medical treatment of a serious health condition of a spouse, child, parent, or the employee, the employee:

- (A) shall make a reasonable effort to schedule treatment so as not to disrupt unduly the operation of the employee; and
- (B) shall provide the Police Chief with notice not less than thirty (30) days before the leave is to begin, unless treatment requires leave to begin in less than thirty (30) days in which case, notice shall be given as soon as practicable.

SECTION 6. CERTIFICATION OF A SERIOUS HEALTH CONDITION

The Police Chief may, at his discretion, require a request for leave for a serious health condition of a spouse, child, parent, or the employee to be accompanied by a certification issued by the health care provider. Such certification shall contain at least the following information:

- (A) the date on which the serious health condition commenced;
- (B) the probable duration of the condition;
- (C) the appropriate medical facts within the knowledge of the health care provider regarding the condition which is the basis for the request;
- (D) for purposes of leave to care for a serious health condition of a spouse, parent, or a child, a statement that the employee is needed for such purpose;
- (E) for purposes of leave because of a serious health condition of the employee, a statement that the employee is unable to perform the functions of his/her position of employment;
- (F) for purposes of intermittent or reduced leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- (G) for purposes of intermittent or a reduced leave scheduled because of a serious health condition of the employee, a statement of medical necessity and the expected duration of such leave; and
- (H) for purposes of intermittent or a reduced leave scheduled because of a serious health condition of a spouse, child, or parent, a statement that the leave is necessary for such care and the expected duration of such leave.

In the event the Police Chief doubts the validity of the certification, he may require that the employee obtain a second opinion from a health care provider designated or approved by the City, but not regularly employed by the City. The cost of such second opinion shall be the

responsibility of the City.

In the event the second opinion conflicts with the first opinion obtained by the employee, the Police Chief may require that the employee obtain a third opinion from a health care provider designated or approved jointly by the City and the employee. The cost of any such third opinion shall be the responsibility of the City. The opinion of the third health care provider shall be final and binding on both the employee and the City.

The Police Chief may require that the employee obtain re-certification on a reasonable basis.

SECTION 7. LIMITATIONS

Any employee whose spouse is also employed with the City shall, for purposes of leave for the birth or placement of a child, or to care for a parent with a serious health condition, be entitled only to that amount of leave which, in the aggregate with similar leave taken by the employee's spouse, totals twelve (12) work weeks in any twelve (12) month period.

SECTION 8. EMPLOYMENT AND BENEFITS PROTECTION

Any employee who takes leave under this section shall, upon return to work, be entitled to one of the following at the discretion of the Employer:

- (A) to be restored to the position held when leave commenced; or
- (B) to be restored to an equivalent position, as determined by the Employer, with equivalent benefits, pay, terms and conditions of employment.

The taking of leave under this section shall not result in the loss of any employment benefits accrued prior to the date the leave commenced, except that any paid leave used in substitution of unpaid leave, as outlined in Section 4, shall not be restored. No employee shall be entitled to accrue employment benefits during any period of unpaid leave under the FMLA.

Any employee taking leave under this section shall be entitled to have their health care benefits continued at the level and subject to all the terms and conditions described in this Agreement, including any and all co-payments and deductibles.

The City may recover the premium that they paid for maintaining an employee's health plan coverage during any period of unpaid leave if the following conditions are met:

- (A) the employee fails to return from leave after entitlement has expired; and
- (B) the employee fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave, or (2) other circumstances beyond the employee's control.

Nothing in this section shall be interpreted to entitle any employee returning from leave to any right, benefit, or position of employment other than that to which he/she would be entitled

to had leave not been taken.

ARTICLE 18
EXPENSES

SECTION 1.

In the event that a member, at the specific direction of the Chief of Police, uses his/her personal automobile for police business in the interest of the City, he or she may be entitled to submit a statement for reimbursement of automobile mileage at the rate allowed by the Internal Revenue Service, and further, when trips are taken in the interest of the City, the member shall be entitled to reimbursement for such necessary expense items as are thus incurred. Such reimbursement shall be paid from the City treasury upon presentation to the Director of Finance by the Mayor/Safety Director of an itemized expense list and appropriate evidence of payment.

ARTICLE 19
CONTRIBUTION TO THE PENSION FUND BY THE CITY AND MEMBER

SECTION 1.

That portion of the employee contribution to the Police and Firemen's Disability and Pension Fund equal to five percent (5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City. The remaining portion of each employee contribution (5.0% of the earned compensation) shall continue to be paid by the employee. The provisions of this section shall apply uniformly to all members of the Division of Police, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the Police and Firemen's Disability and Pension Fund, report that each employee's contribution has been made as provided by statute.

ARTICLE 20
GROUP LIFE INSURANCE

SECTION 1.

The City shall provide \$75,000.00 of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium. The policy will be reviewed continually by the City for the specific purpose of attempting to reduce premiums and increase benefits.

SECTION 2.

Each employee shall have the option, upon retirement, to continue to receive life insurance benefits. Any employee electing to continue life insurance benefits upon retirement shall be solely responsible for any and all associated expenses, including premiums and billing fees.

ARTICLE 21
LONGEVITY PAY

SECTION 1.

Each member covered by this Agreement shall, after five (5) years of service, receive as additional salary payment in recognition for longevity on December 23 of each year, except that in the event an employee of the City retires during any year prior to December 23, such employee's longevity pay shall be prorated to the effective date of retirement of that employee for the year of retirement only. These funds will be paid separately from any other compensation reached in this Agreement. Longevity pay shall be computed on a percentage basis, depending on years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
(A) Five or more	3.0% of base salary	2.5% of base salary	2.5% of base salary
(B) Ten or more	4.5% of base salary	4.0% of base salary	4.0% of base salary
(C) Fifteen or more	6.0% of base salary	5.5% of base salary	5.5% of base salary
(D) Twenty or more	7.5% of base salary	7.0% of base salary	7.0% of base salary

SECTION 2. No member having prior service shall be entitled to receive longevity using bridge time from that prior service except for those members hired before January 1, 2009.

SECTION 3. BASE PAY DEFINED

In order to determine the base pay of any employee for longevity pay, the following formula which is based on the average number of hours each member works, namely 2080 hours per year shall be used.

SECTION 4. BI-WEEKLY PAID EMPLOYEES

The bi-weekly rate shall be divided by 80 and then multiplied by 2080.

ARTICLE 22
FIREARMS PROFICIENCY

SECTION 1.

Throughout the term of this Agreement all members of the bargaining unit that meet or exceed the State of Ohio Annual Certification (as departmentally adopted) for firearms qualification will be given a proficiency allowance paid by the City as follows:

January 1, 2012	\$6,054.46 (Paid \$3,027.23 in June and December)
January 1, 2013	\$6,175.54 (Paid \$3,087.77 in June and December)
January 1, 2014	\$6,237.30 (Paid \$3,118.64 in June and December)

Satisfactory qualification will be evidenced by a letter of qualification from the range officer or training officer to the employee or the City. These funds will be paid separately from any other compensation reached in this Agreement.

SECTION 2.

Upon evidence of satisfactory qualification, the member is entitled to the above-stated rate, during the calendar year, payable twice a year, in June and December.

ARTICLE 23 *HOURS OF WORK AND OVERTIME*

SECTION 1. HOURS OF WORK

For the purpose of this Agreement, a work day shall consist of eight (8) regularly scheduled, consecutive hours during a twenty-four (24) hour period of time, with the exception of changeover, unit shift, or pre-scheduled overlapping, in part or in whole shifts. A twenty-four (24) hour period commences at the beginning of the regularly scheduled shift. Furthermore, the normal work week for full-time police officers shall consist of forty (40) regularly scheduled hours.

If during the term of this Agreement an approved ten (10) hour work schedule is implemented departmentally, the language shall be interpreted, for those members involved, by inserting the word ten (10).

If during the term of this Agreement an approved twelve (12) hour work schedule is implemented departmentally, the language shall be interpreted, for those members involved, by inserting the word twelve (12).

Before implementation of either a ten (10) or twelve (12) hour work schedule, the Police Chief shall meet with the Negotiating Committee of the F.O.P. to determine and agree upon a shift differential and schedule for those officers assigned to either the ten (10) or twelve (12) hour work schedule, as the case may be. The agreement on shift differentials shall closely reflect the intention of shift differential present in the current Agreement. Any agreement on shift differentials shall be subject to approval of the Mayor.

SECTION 2.

Compensation for a regularly scheduled eight (8) hour day shall be at the straight rate of pay. Hours in excess of the regularly scheduled eight (8) hour day is considered to be overtime.

SECTION 3. OVERTIME

All overtime minimums allowed in compliance with the Policy and Procedures of the Euclid Police Department which are incorporated herein will be given to the employee either in pay, or, at the option of the employee, compensatory time. Overtime shall be determined at the rate of one and one-half (1-1/2) times the straight rate of pay, inclusive of longevity, shift and incentive premiums afforded each member.

SECTION 4. COMPENSATORY TIME

A. Pursuant to, and in accordance with, the Fair Labor Standards Act of the United States, and the rules and regulations thereof, overtime may be paid with compensatory time off at the rate of one and one half (1 ½) times hours worked.

B. All hours in excess of seven hundred twenty (720) hours must be taken off as compensatory time prior to the member terminating service with the City. The City will be held harmless for any and all compensatory time in excess of the maximum hours as set forth in this Agreement, seven hundred twenty (720) hours. If any member of the bargaining unit has any accrued furlough or holiday time not taken by December 31st, of the year in which it is earned, the member may convert such time into compensatory time.

SECTION 5. HOLIDAYS AND FURLOUGH

If a member has any holidays or vacation left as of December 31 of the calendar year, the time shall be automatically converted into compensatory time.

SECTION 6.

For compensatory time earned in contract year 2012, if any compensatory time earned by an employee between January 1 of one year and December 31 of the following year is not used prior to December 31 of the latter year, the employee may elect to be paid at the rate he/she is earning on December 31 for such unused time, up to 480 hours payable no later than April 1st of any contract year.

Effective for compensatory time earned in contract years 2013 and 2014, if any compensatory time earned by an employee between January 1 of one year and December 31 of the following year is not used prior to December 31 of the latter year, the employee may elect to be paid at the rate he/she is earning on December 31 for such unused time, up to 240 hours payable no later than April 1st of any contract year.

For contract year 2013 only, in addition to the above, any member with earned compensatory time in excess of 480 hours, may elect to be paid at the rate he/she is earning July 1st, 2013 for such unused time, up to 240 hours payable no later than August 1st, 2013.

In addition to member's current compensatory bank 2, the City will maintain an additional compensatory bank for FSLA compensatory time that shall not exceed 480 hours.

SECTION 7.

Employees with more than 1,200 hours of accumulated sick leave may, on February 1 of each year, convert sick leave accumulated, but unused, in the prior calendar year to compensatory time, provided the total sick leave accumulation does not fall below 1,200 hours.

SECTION 8. COURT OVERTIME

Any member being required to appear in court on City business shall be paid overtime on the following schedules: Euclid Municipal Court, a minimum of three (3) hours overtime; outside of the City of Euclid, a minimum of four (4) hours overtime.

SECTION 9. EMERGENCY CALL IN

A member called in to work for other than a court appearance will be paid a minimum of

four (4) hours overtime.

ARTICLE 24
HEALTH BENEFITS

SECTION 1.

Each full-time employee shall have the option of participating in a group health insurance plan. The Employer shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the Employer's exercise of that authority does not result in the diminution of the level of services provided to employees on the date of execution of this Agreement.

SECTION 2.

Under the Employer's self-insured health insurance plan, the Employer shall be liable for the entire cost of paying claims, up to the limits of its liability under the plan, as well as the cost of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims beyond those limits. Employees of the bargaining unit shall be liable for the payment of any deductibles and/or co-payments, as described in the plan, for properly submitting claims on a timely basis, and for providing all necessary information for the processing of claims.

SECTION 3.

The employer shall make available a "125 Plan" permitting employees the option to declare pre-tax dollars be committed and made available to provide health care and associated benefits for the employee and dependent family members if any. It is the employer's responsibility to obtain IRS approval and provide employees with any limitations expressed by the IRS.

The employer further agrees to pay a five dollar (\$5.00) administrative fee for those employees participating in the "125 Plan."

SECTION 4.

Effective for the life of this contract the following deductibles will be implemented:

- A. A Two Hundred Dollar (\$200.00) annual deductible for individual coverage and a Three Hundred Dollar (\$300.00) deductible for family coverage. Thereafter the City will pay one hundred percent (100%) of covered claims.

- B. The employee will be responsible for a co-payment of Five Dollars (\$5.00) for generic Prescription drugs, Twelve Dollars (\$12.00) for prescription drugs included on the Preferred Formulary Drug List. The employee will be responsible for a co-payment of Twenty Five Dollars (\$25.00) for name brand prescription drugs that are not on the Formulary Drug List, except for Lifestyle Prescription Drugs for which the employee will be responsible for a co-payment of Thirty Dollars (\$30.00). The employee will be responsible for a co-payment of Twenty Dollars (\$20.00) for each visit to a doctor office, urgent care facility or walk-in care facility. The employee will be responsible for a co-payment of Fifty Dollars (\$50.00) for each emergency room visit. This co-payment will be waived if the employee is admitted to the hospital directly from the emergency room.
- C. Effective January 1, 2013, In addition to the deductible levels set forth in (A), above, and co-payments required by (B), above, both of which shall remain in full force and effect, the employee shall contribute One Hundred Twenty Five Dollars (\$125.00) per month for individual coverage and One Hundred Fifty (\$150.00) per month for family coverage. Said contributions shall be directly withheld from the employee's bi-weekly pay, one-half (½) from each of the first two pays of each month.

SECTION 5.

The self-insured PPO plan shall provide for the Employer's payment of all costs incurred for any necessary and reasonable medical and hospital treatment of injuries and illnesses sustained or experienced by dependent children of bargaining unit employees, who attend colleges and universities located outside a 100-mile radius of the City of Euclid.

SECTION 6.

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for the employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under the plan.

SECTION 7.

Each full-time bargaining unit employee shall have the option of participating in a group vision care plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for the employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under the plan.

ARTICLE 25 **RESIDENCY**

SECTION 1. SERVICE REQUIREMENT

All bargaining unit employees continuously employed in the Police Department must maintain their residence within one hour driving time of Euclid City Hall.

SECTION 2.

Any member that has formally declared in writing to retire based on credited service shall be permitted to move their residence beyond the limitations set forth above with prior approval of the Chief of Police. At no time will an officer's home address and/or telephone number be released outside of the police department unless directed to do so by Court Order.

ARTICLE 26

LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee, consisting of the Mayor or his designee, the Chief of Police or his designee, and three (3) representatives of the bargaining unit, shall meet at least once every three (3) months for the purpose of discussing and attempting to resolve any mutual work-related problems. Work-related problems may include, among others, matters affecting employee safety, such as equipment, staffing, and medical protective devices and processes.

SECTION 1.

Any member(s) of the Labor-Management Committee may put a matter on the Committee's agenda at least five (5) working days in advance of a scheduled meeting, and both of the Committee.

SECTION 2.

The Labor-Management Committee shall have the right, by unanimous agreement of all members of the Committee, to refer any grievance previously decided by the Mayor to arbitration, and in such event, the arbitration shall be conducted under the Rules and Procedures of the American Arbitration Association, with all costs and arbitration fees shared equally by the City and the bargaining unit.

SECTION 3.

The Labor-Management Committee may, by unanimous agreement of all members, reexamine any non-economic provision of a labor agreement.

ARTICLE 27

ALCOHOL AND DRUG TESTING

SECTION 1. POLICY STATEMENT

Both the City and the F.O.P. recognize that alcohol and drug abuse are threats to the public safety and to the employees. Thus, the Police Department will take the necessary steps, including alcohol and drug testing, to eliminate alcohol and drug 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. The same benefits and insurance coverage's that are provided for all other diseases, under the City's insurance programs, will be available for individuals who accept medically approved treatment for alcohol and drug dependency.

SECTION 2. JOB SECURITY

It will be the responsibility of all superior officers of the department to implement this policy and to assure that no person with an alcohol or drug dependency problem will have his job security or promotional opportunities jeopardized by a request for diagnosis or treatment. The decision to request a diagnosis and to accept treatment for alcohol or drug dependency 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 drug dependency program will be expected to satisfy existing job performance standards and established work rules.

SECTION 3. CONFIDENTIALITY

It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and drug dependency problems. If any employee feels that alcohol or drugs has become a problem that is reflected in their work performance, he is strongly urged to speak to his immediate supervisor, division commander, executive officer, or the Chief of Police.

SECTION 4. DISCLAIMER

Nothing in this statement of policy is to be interpreted as constituting a waiver of the department's responsibility to maintain discipline or its right to take disciplinary actions, in case of poor performance or misconduct that may result from alcohol or drug dependency.

SECTION 5. BASIS FOR TESTING

Employees may be tested for alcohol or drug related impairment, under any of the following conditions:

- (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 drugs, 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 drugs. 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 drug abuse by the employee. The listing of these examples are 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 drugs.

- (B) After participation in an alcohol or drug 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.

SECTION 6. ORDER FOR TESTING

If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or drugs, except in those cases where the Chief of Police has authorized same due to the employee's job tasks, while on duty, it shall be reported to the Officer in Charge on duty. The Officer in Charge shall determine if alcohol or drug testing is warranted. If it is determined by the Officer in Charge that the testing is warranted, he shall issue the order requiring that the test be taken. Nothing in this section shall prevent an immediate supervisor, division commander, executive officer or the Chief of Police to issue the order that the test be taken if they reasonably suspect an employee being under the influence of alcohol or drugs. The individual first reporting to the Officer in Charge shall give their reasons for doing so, in writing, to the 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.

SECTION 7. TESTING PROCEDURES

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, and stored in a secure and refrigerated atmosphere, until tested or delivered to the testing laboratory. Prior to submitting the sample, 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 a breathalyzer test, to be administered by an operator licensed through the State of Ohio, Department of Health, if he so desires.

ARTICLE 28 ***DISCIPLINE***

SECTION 1.

The discipline policy for the Department is contained in the Police Department Policy and Procedure Manual, and is incorporated in this agreement by reference. Revisions to the discipline policy shall be made through the joint effort and agreement of the Labor-Management Committee.

(A) No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

(B) Discipline will be applied in a corrective, progressive and uniform manner. The City will inform an employee of any disciplinary action taken against him or her within (10) ten days of the person initiating the action having obtained knowledge of the incident giving rise to the

disciplinary action, or the conclusion of the investigation, whichever is later.

(C) Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

(D) Whenever the City and or his designee determines that there may be cause for an employee to be disciplined (any suspension from duty, demoted or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The affected employee(s) may elect to have a representative of the FOP present at any such pre-disciplinary conference. The pre-disciplinary hearing procedure shall be conducted with the following rules:

1. The employee shall be provided with a written notice from the employee's supervisor or a Captain advising him of the nature of the charge(s) and the date, time, and location of the hearing. Such notice shall be given to the employee at least (48) forty-eight hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.
2. The hearing shall be conducted before an administrator, selected by the City, who is not involved in any of the events giving rise to the offense.
3. Within (5) five days after the hearing, the administrator shall provide the employee with a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the City.

(E) Following the hearing, any employee receiving an order for demotion, suspension without pay, or dismissal, may appeal such order through the grievance procedure commencing at *Step 3* of the Grievance Procedure (Article 6) within (7) calendar days of receipt of the decision.

(F) The City agrees that all disciplinary procedures shall be carried out in a private and business-like manner.

SECTION 2.

Each disciplinary action shall remain effective in the employee's personnel file for twelve (12) months after the date of its issuance.

ARTICLE 29 *EDUCATIONAL COSTS*

SECTION 1.

The City will reimburse all bargaining unit employees for costs incurred for books, fees,

and tuition upon successful completion of courses related to Associates and/or Bachelors degree in Police and/or Law Enforcement curriculums subject to the following restrictions and pre-conditions to reimbursement:

- (A) The employee shall obtain prior written approval of the courses to be taken from the Police Chief at least one (1) month before attending the class; failure to obtain such prior written approval shall preclude reimbursement of any costs. The Police Chief may disapprove course work and associated expenses for reimbursement for any reason he deems fit including, but not limited to, budgetary limitations, work scheduling concerns, prior discipline, or anticipated retirement or severance from City service. However, approval shall not be unreasonably withheld.
- (B) To be eligible for reimbursement, the curriculum must be directly related to Police and Law Enforcement, as determined by the Police Chief.
- (C) Upon completion of the course work approved in advance by the Police Chief, the employee shall submit a certified transcript or grade report which indicates the grade received in the approved course, and receipts, invoices and other official documentation which demonstrates the actual costs to be reimbursed. Failure to submit any such documentation within three (3) months of completion of the approved course work shall preclude reimbursement under this Article.
- (D) Any employee who does not successfully complete the approved course work will not be entitled to reimbursement of any costs. Successful completion shall be defined as receipt of the grade C, or its equivalent, or above.
- (E) The Police Chief shall have the authority to issue regulations to fully implement this program. In the event the Union objects to any portion of the regulations issued, the Union President shall detail such objections in writing to the Police Chief no later than thirty (30) days after the regulations are issued. The Police Chief and the Union shall then meet to discuss the detailed objections in a good faith attempt to resolve any such concerns. In the event the Union does not file objections within the thirty (30) day time period, the regulations shall be in full force and effect, and shall be binding on any employee seeking reimbursement under this Article.

SECTION 2.

In the event an employee has declared his/her intent to retire and incorporate vacation pursuant to Article 11 of this Agreement, nothing in this Agreement shall entitle such employee to receive education cost reimbursement under Section 1, or otherwise receive reimbursement for training/education other than that minimally required of his/her current position pursuant to state law, or to maintain other licenses/certificates greater than minimally required by state law, subject to the prior approval of the Police Chief.

ARTICLE 30 ***SALARY REDUCTION PLAN***

SECTION 1.

Beginning January 1, 1991 the City shall provide a "Pension Pick-up" Plan, commonly referred to as the "Salary Reduction" Plan or method, which is approved by the Internal Revenue Service and the Ohio Police and Fire Disability and Pension Fund.

ARTICLE 31
LAYOFF-RECALL

SECTION 1.

In cases of layoff, the employee with the least amount of departmental seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in the order of their seniority, regardless of their classification or position.

SECTION 2.

No employee shall be hired until all laid off employees have been given ample opportunity to return to work. All laid off employees shall have the right of recall for a period of twelve (12) months from the date of layoff. If any laid off employee is called in for work for any amount of time, all benefits will be paid for the month(s) in which such employee works. In the event of layoffs, the City shall be liable for the payment of all health insurance premiums for all laid off employees and their covered dependents for a period of six (6) months from the date of layoff. The City and laid off employee(s) shall each be liable for one-half (1/2) of the costs of such premiums for the next eighteen (18) months. Such health coverage shall remain in continuous effect throughout the entire period of layoff or until such time as the employee(s) shall be eligible for equal coverage through a subsequent employer.

ARTICLE 32
NO STRIKE OR LOCKOUT

SECTION 1. STRIKE PROHIBITION

The services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slow down or other interference with public service.

SECTION 2. F.O.P. RESPONSIBILITY

In the event that any employee in the bargaining unit is engaged in any violation of Section 1, the F.O.P. shall, upon notification of the City, immediately order such employees to resume normal work activities and shall publicly denounce any such violations of Section 1. If the F.O.P. carries out its obligations under this section in good faith, and has neither authorized nor ratified the action, it shall have no liability for any such action.

SECTION 3. NO LOCKOUT

The City shall engage in no lockout of the employees in the bargaining unit.

ARTICLE 33
SERVICE WEAPON

SECTION 1.

Any Euclid Police Officer who qualifies for a retirement from the Euclid Police Department, and upon retirement, shall have the option and ability to purchase their service weapon from the Department for One Dollar (\$1.00).

ARTICLE 34
TERMINAL LEAVE

SECTION 1.

Members who sign a binding agreement to retire may use ten (10) consecutive weeks of leave attached to the separation date. Members cannot accrue sick, holiday, or furlough while taking *TERMINAL LEAVE*.

ARTICLE 35
DURATION

SECTION 1. EXECUTION

This Agreement shall be effective as of January 1, 2012, and shall remain in effect through December 31, 2014, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of such period, notifies the party in writing of its intention to terminate this Agreement.

SECTION 2. COMPLETENESS OF AGREEMENT

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had unlimited rights to make demands and proposals on any subject not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in that Agreement. Accordingly, except as provided in Articles XXVII, XVIII and XXIII of this Agreement, the City and the F.O.P., for the duration of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matters not specifically covered in this Agreement, or with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the contemplation or knowledge of either or both parties at the time they negotiated and executed this Agreement.

IN WITNESS WHEREOF, the parties thereto, being the CITY OF EUCLID and the FRATERNAL ORDER OF THE POLICE #18, hereby execute this Agreement as of the 26th day of March, 2013.

WITNESS:

FOR THE CITY OF EUCLID

BY: Bueh

TITLE: MAYOR

BY: _____

TITLE: _____

WITNESS:

FOR THE F.O.P. LODGE #18

BY: D. D. L.

TITLE: PRESIDENT

BY: BBB

TITLE: Vice President

Approved as to form:

[Signature]

Robert M. Phillips, General Counsel

[Signature]

Chris Frey, Director of Law

APPENDIX A

SALARY STRUCTURE

For members hired prior to December 31, 2012, the following shall be the schedule of compensation for the members of the bargaining unit, during the duration of this Agreement, beginning January 1, 2012.

RANK	<u>EFFECTIVE</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
Police Officer-Probationary	1-1-12	\$1,801.15	\$46,829.81
*4 th Class (0-12 months)	1-1-13	\$1,835.48	\$47,722.41
	1-1-14	\$1,853.83	\$48,199.63
Police Officer – Probationary	1-1-12	\$1,925.37	\$50,059.68
**3 rd Class (0-12 months)	1-1-13	\$1,963.88	\$51,060.87
	1-1-14	\$1,983.52	\$51,571.48
Police Officer	1-1-12	\$2,048.25	\$53,254.55
2 nd Class (12-24 months)	1-1-13	\$2,089.22	\$54,319.64
	1-1-14	\$2,110.11	\$54,862.84
Police Officer	1-1-12	\$2,179.32	\$56,662.41
1 st Class (after 24 months)	1-1-13	\$2,222.91	\$57,795.66
	1-1-14	\$2,245.14	\$58,373.62
Sergeant	1-1-12	\$2,440.84	\$63,461.90
	1-1-13	\$2,489.66	\$64,731.14
	1-1-14	\$2,514.56	\$65,378.45
Lieutenant	1-1-12	\$2,733.74	\$71,077.33
	1-1-13	\$2,788.42	\$72,498.88
	1-1-14	\$2,816.30	\$73,223.86
Captain	1-1-12	\$3,061.79	\$79,606.61
	1-1-13	\$3,123.03	\$81,198.75
	1-1-14	\$3,154.26	\$82,010.72

* Starting salary of an individual who has not completed basic training in compliance with the Ohio Police Officer Training Academy.

** Salary of an individual who has satisfactorily completed basic training in compliance with the Ohio Police Officer Training Academy.

The above salary structure maintains the rank differential based on the salary paid a 1st Class Police Officer.

APPENDIX B

SALARY STRUCTURE

For members hired after January 1st, 2013, the following shall be the schedule of compensation for the members of the bargaining unit, during the duration of this Agreement, beginning January 1, 2013, until they reach Police Officer 1st Class. They will then be compensated according to APPENDIX A.

RANK	<u>EFFECTIVE</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
Police Officer-Probationary	1-1-13	\$1,765.83	\$45,911.58
*4 th Class (0-12 months)	1-1-14	\$1,765.83	\$45,911.58
Police Officer – Probationary	1-1-13	\$1,887.62	\$49,078.12
**3 rd Class (0-12 months)	1-1-14	\$1,887.62	\$49,078.12
Police Officer	1-1-13	\$2,008.09	\$52,210.34
2 nd Class (12-24 months)	1-1-14	\$2,008.09	\$52,210.34

* Starting salary of an individual who has not completed basic training in compliance with the Ohio Police Officer Training Academy.

** Salary of an individual who has satisfactorily completed basic training in compliance with the Ohio Police Officer Training Academy.

The above salary structure maintains the rank differential based on the salary paid a 1st Class Police Officer.

Resolution No. 194-2012

By – Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute an Agreement by and between the City of Euclid and the Fraternal Order of Police, Lodge 18, as exclusive bargaining agent for full time sworn Patrol Officers and all full time sworn Supervisory Officers, exclusive of the Chief of Police and the Executive Captain, to be effective January 1, 2012 through December 31, 2014.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and the Fraternal Order of Police, Lodge 18, to determine equitable compensation, benefits, working hours, and other employment matters for full time sworn Patrol Officers and all full time sworn Supervisory Officers, exclusive of the Chief of Police and the Executive Captain; and

WHEREAS, the terms of the new contract include a two percent (2%) hourly rate increase for the period of January 1, 2012, through December 31, 2012; a two percent (2%) increase effective January 1, 2013; and a one percent (1%) increase effective January 1, 2014, excepting for Officers hired on or after January 1, 2013, for whom the pay rates in effect on December 31, 2011 will apply until the officer reaches 1st Class status; and

WHEREAS, officers hired on or after January 1, 2013 will have the number of holidays reduced by three (3) days on an annual basis; and

WHEREAS, the Friday before Easter will be removed from the premium holiday list and replaced by Easter; and

WHEREAS, employee monthly contribution for health care costs will increase by twenty-five dollars (\$25) beginning with January 2013; and

WHEREAS, the limits on compensatory time that can be paid will be reduced from four hundred and eighty (480) hours to two hundred and forty (240) hours effective for 2013 and 2014; and

WHEREAS, officers with a binding retirement date will be permitted to use up to ten (10) weeks of paid leave immediately preceding the separation date during which time no sick, holiday or vacation time will accrue; and

WHEREAS, other non-economic language changes will be made to clarify current contract provisions; and

WHEREAS, the terms and conditions of the Agreement between the City of Euclid and the Fraternal Order of Police, Lodge 18, to be effective January 1, 2012 through December 31, 2014, are subject to ratification by the members of the collective bargaining unit.

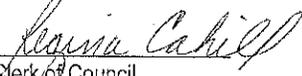
NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

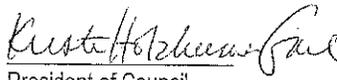
Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an Agreement by and between the City of Euclid and the Fraternal Order of Police, Lodge 18, effective January 1, 2012 through December 31, 2014.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall take immediate effect.

Attest:


Clerk of Council


President of Council

Passed: December 17, 2012

Approved:


Mayor