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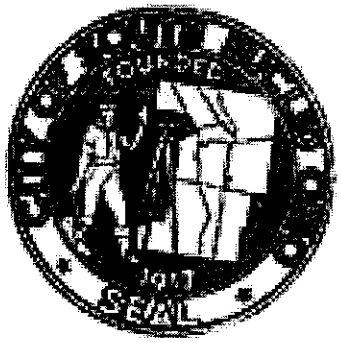
AGREEMENT

BETWEEN

THE CITY OF SOUTH EUCLID



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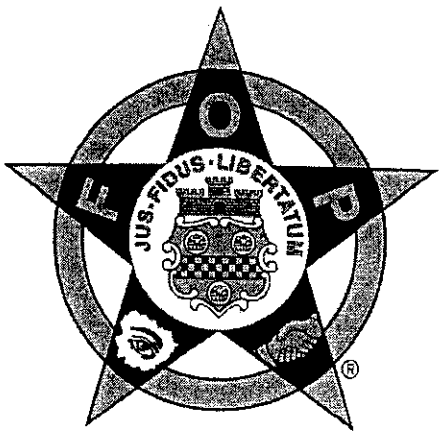
AND

THE FRATERNAL ORDER OF POLICE SOUTH EUCLID DIVISION, LODGE #80



EFFECTIVE JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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REVISED July 2012

TABLE OF CONTENTS

ARTICLES		PAGE
ARTICLE I	RECOGNITION	3
ARTICLE II	LODGE MEMBERSHIP	3
ARTICLE III	MANAGEMENT RIGHTS	5
ARTICLE IV	GRIEVANCE PROCEDURE	5
ARTICLE V	NO INTERRUPTION OF POLICE DEPARTMENTAL OPERATIONS	7
ARTICLE VI	SENIORITY	8
ARTICLE VII	UNIFORM ALLOWANCE	9
ARTICLE VIII	HOLIDAYS	10
ARTICLE IX	VACATIONS	11
ARTICLE X	HOSPITALIZATION	13
ARTICLE XI	WAGES, HOURS AND OVERTIME	14
ARTICLE XII	COMPENSATORY TIME	18
ARTICLE XIII	REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COST	19
ARTICLE XIV	STATE OF OHIO POLICE AND FIRE DISABILITY AND PENSION FUND	19
ARTICLE XV	JURY DUTY PAY	19
ARTICLE XVI	SPECIAL LEAVE	20
ARTICLE XVII	OFFICERS' PERSONAL INSURANCE	20
ARTICLE XVIII	SICK LEAVE ORDINANCE	21
ARTICLE XIX	VOLUNTARY SICK LEAVE CONTRIBUTION	22
ARTICLE XX	GUN UPON RETIREMENT	23
ARTICLE XXI	ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY	23
ARTICLE XXII	FIREARMS PROFICIENCY	25
ARTICLE XXIII	PHYSICAL FITNESS PROFICIENCY	26
ARTICLE XXIV	SAVINGS CLAUSE	28
ARTICLE XXV	MODIFICATION	28
ARTICLE XXVI	FINAL AGREEMENT	28
ARTICLE XXVII	DURATION, MODIFICATION AND TERMINATION	28

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of January 1, 2011, by and between THE CITY OF SOUTH EUCLID, OHIO (hereinafter referred to as the "City" or "Employer") and the FRATERNAL ORDER OF POLICE, LOCAL LODGE #80 (hereinafter referred to as the "Lodge" or "F.O.P.").

ARTICLE I
RECOGNITION

1.1 The City recognizes the Fraternal Order of Police, Local Lodge #80, as the sole and exclusive bargaining representative with respect to wages, hours of work, fringe benefits and conditions of employment for all full-time employees in the following described units:

UNIT 1
All full-time police officers-patrolmen employed by the City of South Euclid in its Police Department, but excluding all Sergeants, Lieutenants, Captains, Assistant Chief, the Chief of Police, Executive Assistant, Auxiliary Officers, office clerical employees, dispatchers, special service officers, supervisors, and all other employees.

UNIT 2
All full-time police Sergeants and Lieutenants employed by the City of South Euclid in its Police Department, but excluding all police officers-patrolmen, Captains, Assistant Chief, the Chief of Police, Executive Assistant, Auxiliary Officers, office clerical employees, dispatchers, special service officers, Supervisors, and all other employees.

1.2 All employees in the above described bargaining units are appointed by the Mayor and are covered by and subject to the amended rules and regulations of the Civil Service Commission of the City of South Euclid.

ARTICLE II
LODGE MEMBERSHIP

2.1 All employees in the above bargaining units have the right to join and membership in the Lodge. Employees who do not want to join the Lodge or do not want to remain in the Lodge are under no obligation to do so.

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

2.3 **Fair Share Fees.** Current employees who have completed sixty (60) days of employment and newly hired employees who complete their probationary period will be required to pay to the Lodge, as a condition of employment, a fair share fee in the event they do not wish

to become a member of the Lodge. The fair share fee will be automatically deducted from their payroll check and remitted by the City to the Lodge. The fair share fee shall not exceed the regular monthly dues paid by members of the Lodge, and the Lodge 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 O.R.C. Section 4117.09(C).

2.4 The Lodge 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.

2.5 **Grievance Representatives.** The F.O.P. may designate up to four (4) bargaining unit members to act as its recognized grievance representatives. The F.O.P. President will give written notification to the City as to the names of its designated representatives. In the event a grievance proceeding is held while the designated grievance representative is on duty, he will be permitted a reasonable amount of time off without loss of pay.

2.6 **Lodge Business.** F.O.P. Lodge #80 will be credited on January 1 of each year, forty-eight (48) hours for Lodge business. Such time shall be used at the time designation for the Lodge President or his/her designee 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 Lodge President must submit his request thirty (30) days in advance to the Police Chief. A written explanation describing Union business being attended will accompany all requests for time off. Approval of such leave shall be granted provided sufficient notice has been given and no emergency circumstances requiring their services is occurring at the time of their scheduled absence. The F.O.P. shall be responsible for all associated costs in attending and F.O.P. function.

2.7 **Lodge Officers.** The City will attempt, efficient department operations permitting, to schedule up to two (2) of the Local Lodge Officers, unpaid time off, to attend the regular monthly Local Lodge meeting provided the officers notify the Chief thirty (30) days in advance of the meeting date.

2.8 **F.O.P. and City Communication Meetings.**

A. In the interest of improved communications between the F.O.P. and the City, unless mutually agreed otherwise, semi-annually on a mutually agreeable day and time, the Chief and/or his designees will meet with not more than three (3) employee representatives to discuss those matters addressed in Section (B). Additional representatives may attend by mutual agreement. If these matters cannot be resolved, the employee representatives, on a mutually agreeable day and time will meet with the Mayor and/or his designees to discuss the unresolved matters.

B. An Agenda of proposed items for discussion will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with the

names of those employee representatives who will be attending. The purpose of such meetings will be to:

1. Give the Lodge representatives the opportunity to share the views of their members on topics of interest to both parties.
2. Disseminate general information of interest to the parties.
3. To consider and discuss health and safety matters relating to employees.
4. Discuss ways to increase productivity and improve efficiency.

C. Communication meetings are not intended to be negotiation sessions to alter or amend the basic Agreement or meetings on pending grievances.

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 police force and equipment as set forth in O.R.C. 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 it police operation; the right to institute new or change 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 police force, and to take other actions to carry out the mission of the police force. 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 Every employee shall have the right to present a grievance in accordance with the procedures herein, and except at Step 1 shall have the right to be represented by an F.O.P. representative at all stages of the Grievance Procedure. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest Step of this procedure.

4.2 A grievance is a dispute regarding the application of interpretation of an express provision contained in this Agreement or a dispute concerning the discipline of an employee. However, all employees will be disciplined in accordance with the present rules and regulations of the South Euclid Police Department. Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the remedy sought by the

grievant. The Grievance procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this agreement.

4.3 All grievances shall be handled in accordance with the following steps of the Grievance Procedure and the time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the employer fails to reply within the specified time limit, the grievance shall automatically move to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement:

STEP ONE: An employee who believes he/she may have a grievance shall notify his/her immediate supervisor of the possible grievance within ten (10) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

STEP TWO: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within ten (10) days of the meeting.

STEP THREE: If the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within ten (10) days from the date of the rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal. The Mayor or designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and F.O.P. representative. The Mayor or designee shall issue a written decision to the employee and F.O.P. representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, the F.O.P. may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

4.4 All pre-arbitration grievance settlements reached by the F.O.P. and the Employer shall be final, conclusive and binding on the Employer, the F.O.P. and the employee. A grievance may be withdrawn, with prejudice, by the F.O.P. at any time during Steps 2 of the Grievance Procedure. If the grievance is not appealed to the next higher Step of the Grievance Procedure, it will be deemed to be settled on the basis of the Employer's last answer.

4.5 The time limits set forth in the Grievance Procedure and the Arbitration Procedure shall be binding on both parties, unless extended by mutual written agreement by the Employer and the F.O.P. "Days," as provided in the Grievance Procedure and Arbitration Procedure, shall not include Saturdays, Sundays, or legal Holidays.

4.6 In the event a grievance is unresolved after being processed through all steps of the Grievance procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 3, the F.O.P. may submit the grievance to arbitration.

Within this fifteen (15) day period, the parties will meet to attempt to mutually agree upon an arbitrator from an established list of arbitrators which has been mutually selected by the parties. The permanent panel will consist of the following arbitrators:

1. Rob Stein
2. James Mancini
3. Gregory Van Pelt
4. Alan Miles Ruben
5. Nels Nelson

Or other mutually agreeable arbitrator. The arbitrator will be chosen from the permanent panel of arbitrators by the alternative strike method with the F.O.P. striking first.

4.7 The arbitrator shall have no power or authority to add or to subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of an act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegations set forth in the grievance.

4.8 The hearing or hearings will be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

4.9 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

4.10 The arbitrator's decision and award shall be in writing and rendered within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties and the grievant.

ARTICLE V
NO INTERRUPTION OF POLICE DEPARTMENT OPERATIONS

5.1 During the life of this Agreement and its renewal, neither the Lodge nor any of the persons covered by this Agreement will encourage, sanction, authorize, participate in or condone any strike, slowdown, work stoppage, picketing and 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 described in Paragraph 5.1, the Lodge, 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 The seniority of employees will be determined in the accordance with the rules, regulations and standards established by the Civil Service Commission.

6.2 **New Hire Probationary Period.** All initial appointments by the Mayor of employees to the classified service shall be for a probationary period of eighteen (18) months. In the event an employee is removed by the appointing authority (Mayor) during the initial eighteen (18) month probationary period, the employee has no appeal through the grievance process. 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 two (2) months of employment. Newly hired employees will be enrolled in the appropriate benefit programs beginning with their third (3rd) month of employment. Uniform allowances do not become effective until the newly hired employee has completed ninety (90) days of employment. For those employees hired prior to the sixteenth (16th) day 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.

6.3 **Promotions.** Advancements by the Mayor from class to class will be handled in accordance with the rules, regulations and standards established by the Civil Service Commission and such promoted employee shall be on a probationary basis for a period of six (6) months.

6.4 **Transfers, Layoffs, Reinstatements.** In the event it becomes necessary for the Mayor to lay off, transfer or reinstate laid-off employees, such actions will be handled in accordance with the rules, regulations and standards established by the Civil Service Commission.

6.5 **Suspensions, Reductions and Removals.** Actions by the Mayor concerning a disciplinary suspension, a reduction in pay, removal or discharge, will be handled in accordance with the rules, regulations and standards established by the South Euclid Police Department, the labor agreement as well as state and federal law.

A. Depending upon the severity of the conduct and/or rule violation, the City will attempt to follow a progressive discipline system. 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. However, this section does not preclude immediate termination of employment in an appropriate circumstance even though it may be the first offense.

B. Whenever the City determines that there may be cause for an employee to be disciplined (suspended, reduced or discharged), a predisciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the

alleged conduct. The predisciplinary hearing procedures shall be established by the City. The affected employee(s) may elect to have a representative of the F.O.P. present at any such predisciplinary hearing.

C. Following the pre-disciplinary hearing, any employee receiving an order of suspension or removal may appeal such order directly to Step 3 of the grievance procedure.

D. Prior to the scheduled time of the predisciplinary hearing, an employee may waive his/her right to such a hearing, by signing a waiver of pre-disciplinary hearing form.

6.6 **Leave of Absence.** The Mayor, with the consent of the Civil Service Commission, may grant a leave of absence, and the conditions of such leave of absence are governed by the rules, regulations and standards established by the Civil Service Commission.

6.7 **Personnel Files.** It is recognized by the parties that the City may establish regulations for the custody, use and preservation of the record, 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 a semi-annual basis, with at least a five (5) day 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 his 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 personnel file, he may submit his own written and signed version of the facts on the disputed matter in his personnel file.

ARTICLE VII
UNIFORM ALLOWANCE

7.1 Full-time employees shall receive an annual one thousand two Hundred Twenty Five Dollars ($1,225.00) uniform allowance for the sole purpose of replacement and the maintenance of uniforms which will be paid in equal installments of each year of this contract in the first pay period of March and September. Uniform Allowance is earned and payable for each full month the employee is employed by the City of South Euclid.

7.2 Newly hired patrolmen will receive, after completing ninety (90) days of employment, a uniform allowance, as noted above, 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 salary payment.

ARTICLE VIII
HOLIDAYS

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

NEW YEARS DAY
MEMORIAL DAY
JULY 4TH
LABOR DAY
MARTIN LUTHER KING DAY
VETERANS DAY
THANKSGIVING DAY
CHRISTMAS DAY
BIRTHDAY
FOUR (4) UNDESIGNATED HOLIDAYS

The 13 days designated as holidays shall be converted to hours with each day being 8 hours for a total of 104 holiday hours. (13 days X 8 hours = 104 hours)

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

A. He has completed sixty (60) days of employment. For those employees hired prior to the sixteenth (16th) 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.

B. He 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, he performs work during such weeks) (approved vacation time off is considered to be on the active payroll).

C. He works his full scheduled workday immediately preceding and his 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 In the event an employee is scheduled to work on the above designated holidays, he will be granted a day off at a later date. In addition to the preceding provision, employees who are scheduled for and work on Thanksgiving, Christmas Day, July 4th, New Years Day, Labor Day, Memorial Day, Martin Luther King Day and Veterans Day will be paid one-half (½) hour additional straight-time hour for each hour of the holiday worked, which will be credited to the employee's accumulated compensatory time off, not to exceed 4, 5, or 6 additional straight-time hours, depending on their scheduled shift assignment for the day (8, 10, or 12 hour shift respectively).

For example, with 12 hour shifts, those working 7pm to 7am (actually working 7 hours on the holiday from midnight to 7am) would receive 3.5 additional straight-time hours (7 hours x .5). Those working the 7am to 7pm shift would receive 6 additional straight-time hours (12 hours x .5) and those working from 7pm to midnight on the holiday would receive 2.5 additional straight-time hours (5 hours x .5).

8.4 Employees who wish to take their Birthday Holiday or undesignated Holidays must submit their request to the Officer-in-Charge (OIC) 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 his employment and has taken all his 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.

8.5 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 which is currently capped at 156 hours by administrative directive.

8.6 For purposes of scheduling, a holiday or day off on a holiday will be designated as the 12 hours period the officer was scheduled to work.

ARTICLE IX
VACATIONS

9.1 Regular full-time employees shall be granted each year vacation time off without loss of his regular weekly salary based upon his cumulative length of continuous service as follows:

Length of Service	Vacation Time Off
During 1st year of employment	One-sixth (1/6) week per month to December 31, from date of hire.
After 5 years	120 hours
After 12 years	160 hours.
After 17 years	200 hours
After 23 years	208 hours
After 24 years	216 hours
After 25 years	224 hours
After 26 years	232 hours
After 27 years	240 hours

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 periods shall be observed.

A. During the first year of employment, vacation will be earned at the rate of one-sixth (1/6) 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 (1/4) 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 (1/3) 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 (5/12) of a week's vacation for each full month worked from the employee's sixteenth anniversary date to the common anniversary date.

For those employees hired prior to the sixteenth (16th) 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 1st of each year of their choice of vacation dates. The City will post the vacation schedule by March 1st of each year. Wherever possible, the City will seek to accommodate employees at to vacation dates. Any conflict in choice shall be resolved on the basis of departmental seniority. Request for vacation period changes must be made at least two (2) weeks prior to the beginning of the scheduled 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 scheduled period in which the 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 employees may receive an advance vacation.

9.5 If a holiday, as provided for herein, falls within an employee's scheduled vacation, he will be given an additional eight (8), ten (10) or twelve (12) hours off with pay, depending on their scheduled shift assignment for that day.

9.6 An eligible employee may elect to receive his 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 his employment after qualifying for a vacation shall be paid one-twelfth (1/12) the vacation pay due him based upon his completed length of service, for each full month of employment or major fraction thereof for which he has received no vacation pay, provided the employee has given the City two (2) weeks' advance notice of his termination of employment. In the event an employee terminates his employment

or is discharged and later rehired, he shall be considered a newly hired employee. In the event of the death of an employee, his/her accrued vacation pay shall be paid to his/her surviving spouse or to his 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 his normal duties within one hundred and eighty (180) days of the date of injury.

9.9 An 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, 2012 and for the duration of this Agreement, for regular full-time employees, the City will make available the hospitalization insurance plan (plan summaries are attached to this agreement). 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 may change insurance companies, carriers or agencies provided the level of benefits remain the same for the traditional plan. The City may also provide additional plans that each member may elect to participate in. These additional plans include a deductible and a Health Savings plan. 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, which will meet quarterly, to study hospitalization, and develop strategies to help to contain health care costs. The committee will 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**

(A) Employees shall continue for the duration of this Agreement to be responsible for the cost of monthly premiums paid by the City for health insurance as follows:.

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

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

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

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

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

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

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

10.5 **Voluntarv 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 $150.00 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 $55.00 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 pre-existing conditions. In addition, the City may require periodic proof of coverage elsewhere. (City to draft waiver).

ARTICLE XI
WAGES, HOURS AND OVERTIME

11.1 The annual, but not guaranteed salary is based upon forty (40) hours of work each week. The biweekly salary shall be computed using the 2080 hour work year. The basic work period for members of the bargaining unit shall consist of 160 hours in each twenty-eight (28) day work period. Approved absences, such as holidays, vacation time off and use of paid sick leave time will not result in a reduction in salary. In the event an employee is absent from work and is not

eligible for paid time off, his salary will be converted to an hourly rate in accordance with Financial Department procedures, and his pay will be reduced by such hourly rate times the hours of work for which he is not eligible for compensation. For example, if an employee is absent from work eight (8), ten (10) and twelve (12) hours respectively and is not eligible for pay for his time off, his pay for the pay period will be reduced by eight (8), ten (10) or twelve (12) times his hourly rate of pay.

11.2 Eight (8) consecutive hours, including his thirty (30) minute paid lunch period, ten (10) consecutive hours, including the 40 minute paid lunch period, or twelve (12) consecutive hours, including the 45 minute lunch period shall constitute a normal, but not guaranteed, workday and is depending on their scheduled shift assignment for the day.

11.3 Except as set forth hereinafter, overtime hours are those authorized hours worked in excess of 171 hours in each twenty-eight (28) day work period. Authorized hours worked in excess of 171 in the twenty-eight (28) day work period will be paid at the rate of time and one-half (1-1/2) the employee's regular straight-time hourly rate.

11.4 In the event an employee is required to work any additional time other than his/her normal scheduled hours, he/she will receive overtime compensation at the rate of time and one-half (1-1/2) his/her regular straight time hourly rate for each hour of work on said day. When an employee, other than employees scheduled and assigned to work 8 hours shifts, takes a paid sick leave day in the succeeding three (3) calendar days, the City shall require satisfactory medical certification for such absence as a condition for receiving the time and one-half (1-1/2) rate and for the purpose of counting paid sick time as hours worked during the work period. For employees assigned to 8 hours shifts, it will remain at five (5) days. If the employee is working his normal or per-scheduled day off because of an approved exchanging of days to accommodate another employee, this provision does not apply and the working employee will not receive the above overtime compensation.

11.5 In the event an employee is required to work additional hours immediately prior to his shift or to remain on duty past the end of his regular shift, he will be paid overtime compensation at the rate of time and one-half (1-1/2) his regular straight-time hourly rate for each hour of work which exceeds his eight (8), ten (10) and twelve (12) hours of work in the day, depending on their scheduled shift assignment for that day.

11.6 Emergency Call-Out Guarantee. For emergency or special call-out duty, Police Department employees shall be paid the higher of either: (1) time and one-half (1-1/2) their straight-time hourly rate for actual hours worked, or (2) three (3) hours of pay at time and on-half (1-1/2) his regular straight-time hourly rate. Emergency call-out guarantee shall not apply where such employee remains on duty past his regular shift or when he is called for additional hours immediately prior to his shift time. In such event, Paragraph 11.5 shall apply.

11.7 Court Time. In the event, an employee is off duty and scheduled for a court appearance, the employee will be paid a minimum of three (3) hours' pay at time and one-half (1-1/2) the employee's regular straight-time hourly rate or the actual time spent at the applicable overtime rate, whichever is greater.

Members shall be compensated three (3) hours of straight time which will be credited to the employee's accumulated compensatory time off when standing by to testify at the request of the City or County prosecutor or other person of authority.

11.8 There shall be no pyramiding of overtime and/or premium pay. That is, not more than one (1) premium shall be paid for the same hours worked.

11.9 Effective January 1, 2012, the salary schedule will be increased to the following levels, and the employee's salary will be adjusted in accordance with his job class and length of service:

	Class C		Class B	
	Start	6 Mos.	12 Mos.	18 Mos.
Patrolman	$49,995	$52,295	$53,857	$56,350

Longevity compensation is added to the Class A base rate of pay for each rank classification.

	Class A 3rd Year	After 5 Years (+1,280)	After 10 Years (+$445)	After 15 Years (+$545)	After 20 Years (+$405)
Patrolman	$68,236	$69,516	$69,961	$70,506	$70,911
Patrolman-Pl. Clothes*	$69,436	$70,716	$71,161	$71,706	$72,111
Police Sergeant	$76,423	$77,703	$78,148	$78,693	$79,098
Sergeant-Pl. Clothes*	$77,623	$78,903	$79,348	$79,893	$80,298
Police Lieutenant	$85,594	$86,874	$87,319	$87,864	$88,269
Lieutenant-Pl. Clothes*	$86,794	$88,074	$88,519	$89,064	$89,469

***$1,200.00 Detective Bureau Differential.**

Effective January 1, 2013, the salary schedule will be increased to the following levels, and the employee's salary will be adjusted in accordance with his job class and length of service:

	Class C		Class B	
	Start	6 Mos.	12 Mos.	18 Mos.
Patrolman	$50,829	$53,211	$54,800	$57,336

Longevity compensation is added to the Class A base rate of pay for each rank classification.

	Class A 3rd Year	After 5 Years (+1,280)	After 10 Years (+$445)	After 15 Years (+$545)	After 20 Years (+$405)
Patrolman	$69,430	$70,710	$71,155	$71,700	$72,105
Patrolman-Pl. Clothes*	$70,630	$71,910	$72,355	$72,900	$73,305
Police Sergeant	$77,760	$79,040	$79,485	$80,030	$80,435
Sergeant-Pl. Clothes*	$78,960	$80,240	$80,685	$81,230	$81,635
Police Lieutenant	$87,092	$88,372	$88,817	$89,362	$89,767
Lieutenant-Pl. Clothes*	$80,292	$89,572	$90,017	$90,562	$90,967

***$1,200.00 Detective Bureau Differential.**

Effective January 1, 2014, the salary schedule will be increased to the following levels, and the employee's salary will be adjusted in accordance with his job class and length of service:

	Class C		Class B	
	Start	6 Mos.	12 Mos.	18 Mos.
Patrolman	$51,846	$54,275	$55,896	$58,483

Longevity compensation is added to the Class A base rate of pay for each rank classification.

	Class A 3rd Year	After 5 Years (+1,280)	After 10 Years (+$445)	After 15 Years (+$545)	After 20 Years (+$405)
Patrolman	$70,819	$72,099	$72,544	$73,089	$73,494
Patrolman-Pl. Clothes*	$72,019	$73,299	$73,744	$74,289	$74,694
Police Sergeant	$79,315	$80,595	$81,040	$81,485585	$81,890
Sergeant-Pl. Clothes*	$80,515	$81,795	$82,240	$82,785	$83,190
Police Lieutenant	$88,833	$90,113	$90,558	$91,103	$91,508
Lieutenant-Pl. Clothes*	$90,034	$91,314	$91,759	$92,304	$92,709

***$1,200.00 Detective Bureau Differential.**

11.10 Further increases in salary and longevity by moving from class to class or moving within a class will be earned in accordance with the employee's anniversary date.

11.11 Differential For Training Officers. Patrolmen selected, assigned and designated by the City as a training officer and who performs as such will be compensated one (1) hour of straight time to be banked as compensatory time for every eight (8) hours the patrolmen work as training officers or one and one half (1.5) hours of straight time to be banked as compensatory time for every twelve (12) hours the patrolmen work as training officers.

11.14 Working Out Of Classification. Effective July 1, 2012, in the event a senior patrolman is placed in charge of his shift in lieu of the assigned officer, he shall receive three-quarters of one (0.75) hour of overtime pay for each two (2) hours of shift responsibility, i.e., work 8 hours as senior patrolman – receive 3 hours of straight time pay; work 10 hours – receive 3.75 hours of straight time pay; work 12 hours – receive 4.5 hours of straight time pay.

11.15. Officer Differential. Sergeants will be compensated 12.0% per year over the Class A third year patrolman rate and Lieutenants will be compensated 12.0% over the Sergeant rate, which will be the amounts set forth in the salary schedules in Section 11.9.

11.16 Training Time. While attending voluntary training during an employee's regular time off or for travel to or from local training (no overnight stay), the employee will be paid their straight time rate up to a maximum of eleven (11) hours during any twenty-eight (28) day work period. Training hours worked in excess of eleven (11) hours during any twenty-eight (28) day work period will be paid at the rate of time and one-half (1-1/2)

11.17 **Shift Differential.** Each employee who is on the midnight shift (11-7) schedule and works the midnight shift, shall receive in addition to the employees' base rate, $.25 per hour for all hours worked on such shift. This will be in effect so long as there is a permanent midnight shift in place. This will not cover officers who only work a partial midnight shift schedule.

11.18 **Canine Handler.** Any member assigned as the Canine Handler agrees to maintain the necessary certification of the Canine Unit as required by Section 109:2-7-03. Minimum standards for certification of law enforcement canine units and 109:2-7-05 Certification of law enforcement canine units, of the Ohio Administrative Code.

Any member assigned to the Canine Unit will receive either straight compensatory time off, a shift off or a reduced work day or work week as determined by the Chief of Police after consultation with the Canine Handler. This time shall be for time spent for caring and training the dog at home while off duty. This will include, but is not limited to brushing (grooming), bathing, feeding, administering medication and cleaning the kennel. The member will also be assigned a specially equipped vehicle to transport the canine to and from work. This vehicle will not be used for any other reason unless authorized by the Chief of Police or his designee. These canine assignments are discretionary upon the Chief of Police.

The time off set forth, shall be three (3) hours per week, however, will result in the same hourly time off benefits per annum as in 2007-2009, i.e., 156 total annual hours off for canine care and grooming. This may be in any combination as determined by the Chief, i.e., three (3) hour of compensatory time for two (2) weeks and a six (6) hour shortened work day or a twelve (12) hour shift off in a month in the event the Canine Officer works twelve (12) hour shifts. The Chief will discuss such combination of time off with the Canine Handler and attempt to mutually arrive a the methodology for time off, however, in the event no agreement is reached, the Chief shall determine the methodology of hours off for the pay period.

The Canine Handler may retain possession of the Canine animal, at the cost of one (1) dollar, after it is retired from service with the South Euclid Police Department. After retirement of the Canine animal, it is understood that the City has no further responsibility to the Canine Handler for the animal or its care.

11.19 Effective January 1, 2013, all employees will have their compensation directly deposited to a financial institution of their choosing.

ARTICLE XII
COMPENSATORY TIME

12.1 Employees of the Police Department may accrue up to one hundred fifty six (156) hours of compensatory time. Hours in excess of one hundred fifty-six (156) will be paid down to one hundred fifty-six (156)) quarterly.

12.2 No compensatory time off will be approved that drops shift/bureau manning below shift strengths established by the minimum manning standards. When eight (8) hours, ten (10) hours or twelve (12) hours of accumulated time off (a tour of duty), depending on their scheduled shift assignment for the day, is approved, no changes in shift scheduling will affect its use. For

periods of time less than eight (8) hours, ten (10) hours or twelve (12) hours, depending on the officers shift assignment for the day, if shift strength drops below minimum, the approved accumulated time off will be canceled.

ARTICLE XIII
REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COST

13.1 Reimbursement for Approved Educational Course Costs. For all subjects required to attain up to a Bachelor's Degree taken by F.O.P. Lodge #80 members, 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).

13.2 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.

D. Only one Bachelor's Degree (and/or an Associate's degree if part of the Bachelor's degree program) will be reimbursed during an employee's employment with the City.

ARTICLE XIV
STATE OF OHIO POLICE AND FIRE DISABILITY AND PENSION FUND

14.1 The City shall participate in the "Pension Pickup" plan, more commonly referred to as the "Salary Reduction" plan, as approved by the Internal Revenue Service and the Police and Fire Disability and Pension Fund of Ohio.

ARTICLE XV
JURY DUTY PAY

15.1 The City will pay a regular full-time employee who takes time off from work to serve as a juror, for not more than thirty (30) calendar days, the difference between his jury duty pay and his regular straight time hourly rate, provided he complies with the City's administrative procedure for payment.

ARTICLE XVI
SPECIAL LEAVE

16.1 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 lawful bona fide police work as determined solely by the City, may be granted a special leave at his regular rate of pay for up to eight (8) consecutive weeks in lieu of using his accumulated sick leave pay. The leave may be extended in increments of eight (8) consecutive 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 a special leave is granted, it shall commence on the first (1st) day following the day of injury. Only one (1) special leave can be granted for the same injury.

16.2 Such special leave, if granted, shall end when the employee is declared permanently disabled, able to return to normal duties or able to perform limited work (light duty) assignments after medical clearance is obtained. (Refer to Light Duty Policy)

16.3 A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is responding to a call to duty or performing a service which involved the actual commission of a crime, enforcement of the law apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, lunch periods or break, or while in the employment of another person or entity.

16.4 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 then 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 Police Officer 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 XVII
OFFICERS' PERSONAL INSURANCE

17.1 The City will continue for the life of this Agreement, pay the payment of premiums for its current Law Enforcement Agency/Officers' Professional Liability Insurance Policy. The

City will try to give the Lodge, when possible, sixty (60) days' notice of changes in insurance policies.

17.2 Employees engage in off-duty outside law enforcement employment which complies with all of the Police Chief's directives respecting such off-duty employment will be covered but only for those acts or activities which fall within the normal scope of a police officer's employment.

For employees to be covered while engaging in such off-duty law enforcement employment, they must adhere to and comply with all rules and regulations of the South Euclid Police Department in order to maintain this coverage.

ARTICLE XVIII
SICK LEAVE ORDINANCE

18.1 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 Ordinance of the City of South Euclid except as hereinafter provided.

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. 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 employees who follow a schedule where working the Holiday is part of the normal work schedule, (i.e. 12 hour shift employees) the following guidelines will be adhered to:

Employees who request sick leave on Christmas Eve, Christmas Day, New Years Eve, New Years Day, Memorial Day, July 4th, Labor Day and Thanksgiving Day shall be accompanied by medical certification subject to verification. For the purpose of this section, a Holiday is defined as any time spent working the Holiday, whether or not it is the majority of the 12 hour period. However, this would not apply to the day before New Years Eve or the day before Christmas Eve.

D. Calling in sick before or after any other legal Holidays would not require medical certification.

E. Calling in sick before or after a scheduled holiday, would require medical certification.

F. 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.

G. In the event a member is on extended medical leave due to illness and injury and is deemed by a medical authority that he/she can perform limited duty (light duty), such member may request to work light duty to the Chief of Police. A member may be granted the request if light duty work is available. (Refer to Light Duty Policy)

H. **SICK LEAVE INCENTIVE BONUS**

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.

If, however, the employee submits a written doctor's excuse on the first day they return to work, the sick time use will not be deducted from their Sick Time Incentive Bank. (This provision expires January 1, 2013 as noted below) 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. There is to be no carry-over of any Sick Time Incentive hours to the following year.

I. Effective January 1, 2013, the preceding conditions contained in the paragraph regarding doctor's excuses for not counting against the sick leave incentive shall expire. All sick time, whether with or without a medical excuse, shall be deducted from the Sick Time Incentive Bank.

ARTICLE XIX
VOLUNTARY SICK LEAVE CONTRIBUTION

Pursuant to the following conditions, employees shall be entitled to voluntarily contribute earned, but unused, accumulated paid sick leave for the use of another bargaining unit employee who has filed an "EMERGENCY REQUEST FOR VOLUNTARY SICK LEAVE CONTRIBUTIONS" form. Employees requesting the contributions must exhaust his/her own sick leave, vacation and personal leave time prior to using any time in his/her emergency bank.

(A) Any bargaining unit employee may contribute up to a maximum of twenty-four (24) hours of his/her earned, but unused accumulated paid sick leave to the requesting bargaining unit employee, but must retain at least one-hundred sixty (160) hours after any contribution. Any employee so contributing shall have such contributed time deducted from his/her accumulated sick time balance.

(B) Any agreement to contribute must be in writing and signed by the contributing employee and his/her Union representative and subject to final approval by the City. A copy of the agreement shall be placed in the employee's file. Any time pledged is considered donated.

(C) Any emergency contributions not used by the requesting employee shall be equally split and returned to any employee who voluntarily contributed to the requesting employee's emergency bank. No donating member may receive time back greater than what was donated.

ARTICLE XX
GUN UPON RETIREMENT

20.1 Upon retirement of an officer after twenty five (25) years of service in accordance with the Ohio Police & Fire Pension Fund and the officer is not disabled as a result of medical and/or psychological impairment the officer may purchase their primary City issued handgun at the agreed upon price of one dollar ($1.00). If the handgun is not offered to the officer due to disability but the officer has served 25 years the monetary equivalent, as determined by the department based on a recent purchase or its cost to purchase the handgun, will be offered.

ARTICLE XXI
ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

21.1 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.

21.2 Job Security. 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 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.

21.3 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 has a dependency or abuse problem that is reflected in their work performance, the employee is strongly urged to speak to their immediate supervisor, Safety Director or the Department Chief.

21.4 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.

21.5 General.

A. The controlled substance covered by this policy includes 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.

21.6 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 only 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 or employment.

D. After two (2) years with no confirmed positive test result 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.

21.7 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 shall issue the order requiring that the test be taken. Nothing is 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.

21.8 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 test. 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 XXII
FIREARMS PROFICIENCY

22.1 Annually and accordance with the standards set forth by the Chief of Police and the Ohio Peace Officer Training Council, all bargaining unit members shall be required to satisfactorily complete a firearms re-qualifications program demonstrating proficiency with departmentally issued firearms.

22.2 Effective 2012, upon certification by the Chief of Police of completion of the required firearms re-qualifications standards, each member of the bargaining unit shall be entitled to a payment of Four Hundred Dollars ($400.00). Such sum shall be paid in a lump sum separate check in the first non-pay period in July of each year. This amount shall be increased to Six Hundred Dollars ($600.00) effective 2013 and increased to Eight Hundred Dollars ($800.00) effective 2014.

22.03 Employees who separate from service during a calendar year shall have their Firearms Proficiency Pay prorated upon separation.

ARTICLE XXIII
PHYSICAL FITNESS & SPECIALTY PROFICIENCY

23.1 All sworn personnel will have the option of performing a physical fitness test and obtaining a passing score on an annual basis. Testing standards will be consistent with Ohio Peace Officer Basic Training Program Physical Fitness. There will be 3 physical fitness tests given: One Minute sit up, One Minute Push up and a 1.5 mile run.

23.2 Each officer who performs at 100% on all tests will receive $1,100.00 annually. Each officer who performs at 75% or higher on all tests will receive $825.00 annually. Each officer who performs at 50% or higher on all tests will receive $550.00 annually. Each officer who performs at 25% or higher on all tests will receive $300.00 annually.

23.3 Each officer will have the opportunity to take the physical fitness test. The tests will be conducted on the employees own time. Official results will be forwarded to the Chief of Police's Office. These tests are not mandatory and are strictly optional. Prior to taking physical fitness test, it is recommended that each officer receives medical clearance from their own personal physician.

23.4 Each member will have the option to take an additional test to improve their results. However, if a member elects to re-take the proficiency to improve his/her score; he/she must complete all the testing categories again. All prior results will be voided.

The following are the minimum standards that are to be met for each event to qualify for any physical fitness pay:

South Euclid Physical Fitness Proficiency Standards

Age and Gender Minimum Scores

	Males (< 30)				Females (<30)			
	100%	**75%**	**50%**	**25%**	**100%**	**75%**	**50%**	**25%**
Sit-Ups (1 Min)	40	30	20	10	35	26	18	9
Push-ups (1 Min)	33	25	17	8	18	14	9	5
1.5 Mile Run	11:58	14.58	17:57	20.57	14:15	17:49	21:23	24:56
	Males (30 - 39)				Females (30 - 39)			
	100%	**75%**	**50%**	**25%**	**100%**	**75%**	**50%**	**25%**
Sit-Ups (1 Min)	36	27	18	9	27	20	14	7
Push-ups (1 Min)	27	20	14	7	14	11	7	4
1.5 Mile Run	12:25	15:31	18:38	21:44	15:14	19:03	22:51	26:40
	Males (40 - 49)				Females (40 – 49)			
	100%	**75%**	**50%**	**25%**	**100%**	**75%**	**50%**	**25%**
Sit-Ups (1 Min)	31	23	16	8	22	17	11	6
Push-ups (1 Min)	21	16	11	5	11	8	6	3
1.5 Mile Run	13:05	16:21	19:38	22:54	16:13	20:16	24:20	28:23
	Males (50 - 59)				Females (50 – 59)			
	100%	**75%**	**50%**	**25%**	**100%**	**75%**	**50%**	**25%**
Sit-Ups (1 Min)	26	20	13	7	17	13	9	4
Push-ups (1 Min)	15	11	8	4	13*	10*	7*	3*
1.5 Mile Run	14:33	18:11	21:50	25:28	18:05	22:36	27:08	31:39
	Males (60+)				Females (60+)			
	100%	**75%**	**50%**	**25%**	**100%**	**75%**	**50%**	**25%**
Sit-Ups (1 Min)	20	15	10	5	8	6	4	2
Push-ups (1 Min)	15	11	8	4	8*	6*	4*	2*
1.5 Mile Run	16:19	20:24	24:29	28:33	20:08	25:10	30:12	35:14

*Modified form per OPOTC Lesson Plan

Each officer will be given one opportunity per event to pass. No additional opportunities will be given per testing session. Officers will be allowed to warm up for each event.

The testing for the physical fitness proficiency will be scheduled four times each year, between May 1 and September 30, at the discretion of the Chief of Police, taking into consideration platoon rotations in an effort to allow for convenient participation by everyone. Testing will be limited to 16 people at any one scheduled test on a first come first served basis. Any test taken outside the above scheduled dates will need to be approved by the Chief of Police and will only be approved for just cause.

The physical fitness proficiency bonus will be paid out on the first pay period in December.

23.5 Employees who separate from service during a calendar year shall have their Physical Fitness & Specialty Proficiency Pay prorated upon separation.

ARTICLE XXIV
SAVINGS CLAUSE

24.1 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 XXV
MODIFICATION

25.1 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 the officers of the Lodge, and the Mayor of the City of South Euclid.

ARTICLE XXVI
FINAL AGREEMENT

26.1 This Agreement shall finally dispose of all demands of the Lodge which have heretofore been make 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 Paragraph 24.1 herein. It is the intention of the parties that their entire relationship shall be governed solely by this Agreement.

ARTICLE XXVII
DURATION, MODIFICATION AND TERMINATION

27.1 This Agreement shall be and remain in full force and effect from January 1, 2012, until December 31, 2014, inclusive 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 at least (60) days before such expiration date; and provided that if this Agreement is not so terminated and either party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement has be negotiated and signed

This agreement between the City of South Euclid and the Fraternal Order of Police Lodge #80 has been reviewed by the F.O.P. Lodge #80's legal counsel, Robert M. Phillips, and approved.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of November, 2012.

THE FRATERNAL ORDER OF ORDER OF POLICE, SOUTH EUCLID DIVISION, LODGE #80

PRESIDENT F.O.P. #80

CITY OF SOUTH EUCLID

MAYOR GEORGINE WELO

APPROVED AS TO FORM ON BEHALF OF UNION:

ROBERT M. PHILLIPS

APPROVED AS TO FORM ON BEHALF OF CITY:

MICHAEL P. LOGRASSO