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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GARFIELD HEIGHTS

AND

THE FRATERNAL ORDER OF POLICE,
LODGE 67
(PATROLMEN)

Term of Agreement:

SEPTEMBER 24, 2012 THROUGH DECEMBER 31, 2014

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ARTICLE I

PREAMBLE

Section 1. This Collective Bargaining Agreement ("Agreement") is entered into by and between the City of Garfield Heights ("Employer" or "City") and the Fraternal Order of Police, Lodge 67 ("FOP").

ARTICLE II

PURPOSE AND INTENT

Section 1. This Agreement is made for the purposes of:

(1) Continuing and promoting cooperation and harmonious relations between the Employer and the FOP, including members of the collective bargaining unit;

(2) Establishing equitable and peaceful procedures for the resolution of differences between the parties;

(3) Guaranteeing the timely and effective delivery of police protection to the residents of Garfield Heights; and,

(4) Providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement.

In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems, which affect the employees' well-being.

ARTICLE III

RECOGNITION

Section 1. The Employer hereby recognizes the FOP as the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all full-time patrolmen of the Police Department, excluding all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

Section 2. Whenever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

Section 3. The Employer will furnish the FOP with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment.

ARTICLE IV

DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP shall be responsible for separately collecting on its own all initiation fees and assessments levied by it.

Section 2. The dues so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the FOP within thirty (30) days from the date of making such deductions.

Section 5. The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V

AGENCY SHOP

Section 1. All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount not to exceed the regular monthly FOP dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.

In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.

Section 2. The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP shall indemnify the Employer from any such liabilities or damages that may arise.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Police Department and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:

(1) Hire, discipline, discharge for just cause, layoff and promote;

(2) Promulgate and enforce employment rules and regulations;

(3) Reorganize, discontinue or enlarge any operation or division within the Police Department;

(4) Transfer employees within or to other operations/divisions within the Police Department;

(5) Determine work methods and the number and location of facilities;

(6) Determine the manner in which all work is to be performed;

(7) Determine the size and duties of the work force, the number of shifts required and work schedules;

(8) Establish, modify, consolidate or abolish jobs; and,

(9) Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

Section 2. Nothing in this Agreement shall be construed in any manner to diminish the authority of the Employer with respect to any power, right, responsibility or duty conferred

on it or any of its officials by federal and/or state statutes and regulations, the Ohio Constitution and common law, the ordinances of Garfield Heights, the rules and regulations of the Garfield Heights Civil Service Commission, and the rules and regulations of the Garfield Heights Police Department, unless specifically and expressly set forth in this Agreement.

ARTICLE VII

NO STRIKE/NO LOCKOUT

Section 1. The Employer and the FOP agree that the Grievance Procedure, subsequently set forth in this Agreement, is an adequate mechanism to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the FOP to avoid work stoppages and strikes. The FOP acknowledges that it is unlawful under Chapter 4117 O.R.C. for safety forces to engage in work stoppages or strikes.

Section 2. Neither FOP nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, walkout, concerted "sick leave" or mass resignation, work stoppage or slow down or any other unlawful interference with the normal operations of the Employer. A breach of this Section is grounds for the Employer to take any or all action provided for in Chapter 4117 O.R.C.

Section 3. Moreover, the FOP shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article.

In the event of a violation of this Article, the FOP shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal

operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the FOP. The FOP shall order all employees to return to work immediately.

Section 4. The FOP understands and recognizes that the Employer is responsible for and engaged in activities which protect the health, safety and welfare of its residents. Thus, any violation of this Article will cause the Employer and the public to incur damages.

Section 5. In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

Section 6. The City shall not lockout any employee for the duration of this Agreement.

ARTICLE VIII

NEGOTIATION PROCEDURE

Section 1. It is herewith agreed that no provision of Ohio Revised Code Section 4117.14 or any other section of the Code purporting to establish for public sector bargaining a process of negotiation, dispute resolution, settlement or approval shall be applicable as between the FOP, its members and the City, save and except those specific provisions contained in Section 4117.14 of the Code which permit public employers and the exclusive representatives of public employees to reach agreement on issues by a procedure other than as provided for by Section 4117.14. The methods for negotiation, dispute resolution, settlement and approval set forth in this Article are the exclusive procedure by which the parties hereto will seek to reach agreement on all mandatory and permissive subjects of bargaining.

Section 2. The term of this Agreement shall be from September 24, 2012 through December 31, 2014, and it shall continue from year to year beyond the original term hereof unless either party notifies the other in writing and delivered by certified U.S. Mail, not later than ninety (90) days or earlier than one hundred and twenty (120) days prior to the initial expiration date or the expiration date in subsequent years, of its desire to modify or amend this Agreement. The postmarked date shall control the issue of timeliness. The Notice need not specify in what respect the giver of the notice seeks modification or amendment. The party upon whom timely notice is served shall be free to seek modification and/or amendment without serving any notice.

Section 3. Within twenty-one (21) days or as soon thereafter as possible after ninety (90) days prior to the initial expiration date or the expiration date in subsequent years, the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions will be convened by mutual agreement of the parties. All bargaining shall be private and no transcript or recording shall be permitted. This Section shall not preclude the taking of notes, the compilation of memoranda, and/or the distribution of notes or memoranda by either side to any person involved in negotiations. Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to employees of the city. Each term shall be represented by not more than five (5) representatives. No partial offer made or acceptance of a partial offer made shall bind either party to the partial offer or its acceptance, until such time as the agreement has been presented to the FOP membership and approved. A vote by the membership of the FOP to disapprove will restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a refusal by the City Council to approve a request for funds necessary to implement an

agreement or to approve any other matter requiring its approval will restore the parties to bargaining without the obligation to maintain any previously adopted agreement. It is the intent of both parties that this agreed upon bargaining process be a free and open (but private) exchange, encumbered by any artifice, to the end that each side has a full and fair opportunity to persuade the other to agreement.

Section 4. At any time during the bargaining process, either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to an agreement on any issue.

Section 5. Approval/disapproval of any proposed agreement by the FOP will be governed exclusively by the FOP's own constitution and by-laws. The approval of a request for funds necessary to implement an agreement or the approval of any other matter by the City Council shall be governed by its rules and regulations and the applicable provisions of Ohio ~~Revised Code Section 4117.10. The FOP will vote first and the City Council will vote pursuant~~ to Section 4117.10 only after written notice that the FOP has approved the agreement or partial agreement.

Section 6. In the event no agreement has been reached, approved and ratified prior to the twentieth (20th) day before expiration of the then-current agreement, the City and FOP shall jointly notify the State Employment Relations Board ("SERB") of their intent to submit the unresolved issues to it to be resolved through binding arbitration.

However, prior to the expiration of the contract, either party may unilaterally extend negotiations for a thirty (30) day period. The issues, which have been agreed to by the City and the FOP shall be submitted as a partial agreement to the FOP for approval/disapproval. If the FOP approves the partial agreement, it shall notify the City in writing of such action. Thereafter, the City Council will vote pursuant to Section 4117.10. After the arbitrator has entered his award, it and the partial agreement shall constitute the entire Agreement between the City and the FOP. The City and the FOP by mutual agreement can amend or modify the arbitrator's award.

Following the expiration of the then-current agreement, the employees do not have the right to strike.

The arbitration hearing will be handled by SERB. After SERB has received the joint notice of the parties, it shall submit a list of arbitrators to each party, and the parties shall consult for the purpose of attempting to agree on an arbitrator. If no agreement can be reached, SERB shall provide the parties with a second list of arbitrators. The parties again shall consult for the purpose of attempting to agree on an arbitrator. If no agreement can be reached, the arbitrator shall be chosen by the alternate strike method. The cost of the services of the arbitrator shall be paid in accordance with SERB rules. The hearing shall be held within forty-five (45) days after the date the arbitrator was chosen.

Section 7. If Section 6 is invoked, the arbitrator will only have jurisdiction over the unresolved issues and other matters agreed upon by the City and the FOP. The hearing will be conducted pursuant to SERB's current rules. Not later than three (3) days before the hearing, the City and the FOP shall serve on the arbitrator, the opposing party and SERB a written report

summarizing the unresolved issues and other matters submitted to the arbitrator, the party's final offer as to the issues and the rationale for that position.

Section 8. After the hearing, the arbitrator shall resolve the dispute between the parties by selecting on an issue-by-issue basis from between either of the party's final offers, taking into consideration the following:

(a) Past collectively bargaining agreements, if any, between the parties;

(b) Comparing the positions of the parties on the issues submitted to binding arbitration with the provisions of contracts covering other employees of the City, employees of other municipalities in Cuyahoga County and private sector employees performing comparable work;

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

(d) The lawful authority of the employer;

(e) The stipulations of the parties; and,

(f) Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary collective bargaining, mediation, or other impasse resolution procedures in the public service or in private employment.

Section 9. The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him, and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the Parties and SERB.

Section 10. Increases in rates of compensation and other matters with cost implications awarded by the arbitrator may be effective only at the start of the fiscal year next commencing after the date of the arbitrator's award.

Section 11. All awards of the arbitrator are subject to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711 O.R.C.

Section 12. The award of the arbitrator is final, conclusive and binding on the City and the FOP and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, and except at Step 1, shall have the right to be represented by an FOP 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.

Section 2. A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement or a dispute concerning the disciplining of an employee. However, all employees will be disciplined in accordance with the present rules and regulations of the Police Department and the Grievance Procedure shall only be invoked beginning at Step 3 and only after the Safety Director has issued his decision.

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 redress sought by the grievant. The Grievance Procedure shall

not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

Section 3. All grievances shall be handled in accordance with the following steps of the Grievance Procedure:

Step 1. An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2. 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 five (5) days of the meeting.

Step 3. If the grievant 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 five (5) 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 his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and his FOP representative. The

Mayor or his designee shall issue a written decision to the employee and his FOP representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, the FOP may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 4. All pre-arbitration grievance settlements reached by the FOP and the Employer shall be final, conclusive and binding on the Employer, the FOP and the employee. A grievance may be withdrawn, with prejudice, by the FOP at any time during Steps 1, 2, or 3 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.

Section 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 FOP. Days as provided in the Grievance Procedure and the Arbitration Procedure shall not include Saturdays, Sundays or holidays.

ARTICLE X

ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the FOP may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association ("AAA") to submit a panel of seven (7) arbitrators and will choose one (1) by the alternative strike method.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any 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.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the AAA.

Section 4. The loser of the arbitration shall pay the cost of services provided by the arbitrator. If there is a split decision, each party shall equally pay the cost of service provided by the arbitrator. The Employer and the FOP shall pay the cost of their own witnesses and presentation.

Section 5. All decisions of arbitrators shall be final, conclusive and binding on the Employer, the FOP and the employee.

Section 6. The FOP shall indemnify and hold the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of any determination that the FOP breached its duty to fairly represent any member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures set forth above.

ARTICLE XI

ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment

pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

Section 2. Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

ARTICLE XII

EMPLOYEE RIGHTS

Section 1. The personnel file for all bargaining unit members shall be maintained under the custody and control of the Chief of Police or his designee. Upon written request to the Chief, a member shall have the right to review their own personnel file once per year and prior to any disciplinary meeting or hearing. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

Section 2. Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall provide a member five (5) working days' notice. Within the notice period, the member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

Section 3. If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a

memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document or attach the member's memorandum to the file noting his concurrence with the member's contentions.

While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

Section 4. Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

ARTICLE XIII

DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined and after the discipline has been imposed. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the FOP.

Section 2. Disciplinary action taken by the Employer shall only be for just cause.

Section 3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the present rules and regulations of the Police Department and the Grievance Procedure shall only be invoked beginning at Step 3.

ARTICLE XIV

NON-DISCRIMINATION

Section 1. The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age or sex.

Section 2. The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE XV

GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XVI

HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE XVII

OBLIGATION TO NEGOTIATE

Section 1. The Employer and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XVIII

CONFORMITY OF LAW

Section 1. This Agreement shall be interpreted in accordance with Section 4117.10(A).

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid of unenforceable, such legislation or

decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XIX

DUTY HOURS

Section 1. The City will continue its policy of having the Chief set the employees' work schedule on a monthly basis. The effected employee(s) will be provided twenty-four (24) hours advance notice of any changes in the monthly schedule, except in an emergency situation as determined by the Chief exercising reasonable discretion.

ARTICLE XX

OVERTIME, CALL-IN PAY AND COURT TIME

Section 1. All employees, for work performed in excess of the regular eight (8) hours per shift when approved by the Chief, shall be compensated, at employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as approved by the Chief. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time may be cashed in once per year during the first full pay period in December. No less than twenty (20) nor more than one hundred (100) hours shall be cashed in per calendar year.

Section 2. Whenever approved by the Chief, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than four (4) straight-time hours. An

employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

Section 3. Employees assigned as "Field Training Officers" shall be paid an additional one (1) hour for each shift worked in such capacity, to be paid at the end of the training cycle. Compensation may be at the employee's regular hourly rate, or taken as compensatory time off.

ARTICLE XXI

HOLIDAYS

Section 1. All employees shall receive the following paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
	Employee's birthday (1 day)

Section 2. In addition to the benefits provided in Section 1, each employee shall be compensated a rate of one and one-half (1-1/2) times the employee's regular hourly rate for each hour worked if they are required by the Chief to work on Independence Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve or New Year's Day.

See Memorandum of Understanding #2.

ARTICLE XXII

VACATION

Section 1. Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Years of Employment	Weeks of Vacation
After 1 year of full-time service	2 weeks
After 5 years of full-time service	3 weeks
After 10 years of full-time service	4 weeks
After 15 years of full-time service	5 weeks
After 21 years of full-time service	5 weeks plus 1 day
After 22 years of full-time service	5 weeks plus 2 days
After 23 years of full-time service	5 weeks plus 3 days
After 24 years of full-time service	5 weeks plus 4 days
After 25 years of full-time service	6 weeks

Section 2. The period for accumulation of vacation credits shall be from January 1 of one year to December 31 of the same year. Employees will earn, on a monthly basis, one-twelfth (1/12th) the number of days due them as set forth in Section 1 of this Article. An employee who becomes employed by the Department before the 16th or who ceases employment after the 15th of any month shall earn vacation credits for that month. Vacation credits accumulated to January 1 of any year shall be used as permitted by the Chief for vacation within the remaining twelve (12) months of such year and shall not be carried over into the next year without approval of the Chief. New appointees shall be entitled to a first vacation based upon credits accumulated to the ~~January 1 next following their date of appointment. Under this rule no one appointed on or after~~ January 1 of any year shall be entitled to vacation in such year.

Section 3. Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer. For an employee to do so, he must provide the

Chief with written certification from his prior employer covering the exact periods of such employment.

Section 4. Vacation Buy-Back.** The employee shall have the right to receive compensation in December of any calendar year at his or her current rate of pay for two (2) days of unused vacation for each full week earned. Requests for such payments must be made in writing to the Chief of Police by not later than December 1.

**For every one (1) week of vacation earned, the employee may cash in two (2) days; for every one (1) week of vacation earned, the employee may cash in one (1) day.

See Memorandum of Understanding #2.

ARTICLE XXIII

SICK LEAVE

Section 1. Sick Leave shall be defined as an absence with pay necessitated by:

(1) illness or injury to the employee;

(2) exposure by the employee to contagious disease communicable to other employees; or

(3) pregnancy.

Section 2. All full-time employees shall earn sick leave at a rate of one and one-quarter (1-1/4) days per month of completed service with no maximum accumulation. For purposes of this Section, completed service shall only include hours actually worked, vacation, holidays and compensatory time.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Sick leave may not be used in segments of less than one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) consecutive scheduled work days may be required by the Chief to supply a physician's certificate to be eligible for paid sick leave.

Section 6. If the employees fails to submit accurate proof of illness or injury, or in the event that such proof as is submitted or upon the request of medical examination, the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Section 7. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief.

Section 8. Any employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 9. Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed a transfer of said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum approval amount in effect at the time of transfer in this Agreement.

Section 10. Upon retirement, death or leaving the service of the Employer a full-time employee shall be entitled to receive a cash payment equal to his hourly rate of pay at retirement

multiplied by fifty percent (50%) of the total number of accumulated but unused sick leave hours earned by the employee as certified by the Chief. In the case of death of the employee, the benefit provided under this Section will be given to his family.

Section 11. An employee eligible for cash payment pursuant to Section 10 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied towards early retirement.

Section 10. Family and Medical Leave Act. See attached policy.

ARTICLE XXIV

PERSONAL LEAVE

Section 1. All employees, in addition to all other leave benefits, shall be granted two (2) personal days each year which shall be taken within the year earned.

Section 2. Personal days shall only be taken with the advance approval of the Chief.

ARTICLE XXV

BEREAVEMENT/FUNERAL LEAVE

Section 1. An employee shall be granted time off with pay for the purpose of attending the funeral of a member of the employee's immediate family as follows:

(a) For purposes of this Agreement, the immediate family consists of spouse, parents, stepparents, children, stepchildren, brother, sister, stepbrother, stepsister, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

(b) In the event of the death of one of those named in Section (a) above, a Department employee will be granted up to three (3) working days with pay. If the employee's RDO's fall within this period, they will be reassigned at the direction of the Chief of Police. If an employee is on vacation or sick leave, the Bereavement/Funeral Leave policy does not apply.

(c) Further procedure shall be followed through the applicable departmental bereavement/funeral leave policy.

ARTICLE XXVI

LONGEVITY

Section 1. The Employer will annually pay employees in accordance with the following longevity schedule for their years of full-time, continuous service to the City:

Years of Service	
5 to 10 years	$1,925*
10 to 15 years	$2,125
15 to 20 years	$2,325
20 years or more	$2,525

*See Memorandum of Understanding #2.

Section 2. Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks.

ARTICLE XXVII

JURY DUTY LEAVE

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, and is on duty, shall be paid his or her regular salary, less any compensation received from such Court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE XXVIII

UNIFORM ALLOWANCE

Section 1. All employees shall receive Seven Hundred Fifty Dollars ($750.00) as a uniform allowance.

Section 2. **Vests.** Commencing in 1993 and starting with the oldest first, the City shall survey bullet proof vests for continued usefulness. A minimum of five (5) vests per contract year may be surveyed and replaced. Thereafter, any vest which reaches a useful life of five (5) years shall be considered in need of replacement unless inspection reveals otherwise. See Memorandum of Understanding #2.

ARTICLE XXIX

INSURANCE

Section 1. The Employer will provide and pay the full premium on behalf of each employee, for single or family hospitalization and medical service coverage under Medical Mutual Super Med. Provided, however, the City will pay no more for any other insurance than what it pays for Medical Mutual Super Med. Consequently, employees having other insurance plans shall pay the difference between Medical Mutual Super Med and their plan. (See attached Plan 7 – SuperMed Plus). See Memorandum of Understanding #4.

Section 2. The Employer will provide and pay the full premium for each employee, at his election, for single or family dental and eye care. Prescription insurance under Medical Mutual shall be as noted in Plan 2 – Prescription Drug Program (attached).

Section 3. The City shall establish a Cost Containment Committee. The FOP shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. Any changes

recommended by the Cost Containment Committee shall be approved by the members of the FOP.

Section 4. The Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Thirty Thousand Dollars ($30,000.00) for all employees. In addition, the Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Three Thousand Dollars ($3,000.00) for the spouse of each employee and One Thousand Dollars ($1,000.00) for each child of each employee.

Section 5. Pursuant to its self insurance program or an outside carrier, the Employer will provide liability and false arrest coverage for all employees.

ARTICLE XXX

SALARY

Section 1. Employees shall receive annual wage increases pursuant to the City Charter (Section 41A), which requires payment to be made as of June 1 of each applicable year.

Section 2. Firearm Proficiency Allowance.

(a) During the term of this agreement, all employees shall be required to complete the Firearms Requalification Program consistent with Ohio Revised Code Section 109.801, et seq. In order to receive the allowance set forth below, each employee must meet or exceed the standards as contained within the provisions of the Revised Code referenced above.

(b) Satisfactory qualification shall be evidenced by a written letter or memorandum of qualification from the police department range or training officer to the individual employee involved, and to the City.

(c) Upon evidence of satisfactory qualification, each member shall be entitled to a proficiency allowance, payable in the first full pay period in April of each contract year, as follows:

Effective 2012 — $1,500.00
Effective 2013 — $1,500.00
Effective 2014 — $1,500.00

Section 3. All employees shall receive their paychecks through a "direct deposit" system.

ARTICLE XXXI

SENIORITY AND LAYOFF

Section 1. Seniority shall be determined by continuous service with the Police Department within classification. Continuous service shall be broken by retirement, resignation or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence without pay or other no-pay status.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority within classification (last hired, first laid off) in the following order:

(a) Employees who have not completed their probationary period;

(b) Employees who have completed their probationary period; and

(c) When the seniority of two or more employees is equal, the employees with the lower initial Civil Service test score will be laid off.

Section 3. when a layoff takes place, seniority as described above will control to allow the least senior employee by rank to bump down into the next lower rank, provided the senior employee has the skill and ability to perform the duties of the position in question.

Section 4. Employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given ten (10) calendar days notice of recall from the date on which the notice is sent by certified mail, return receipt requested to the last known address of the employee. It is the employee's responsibility to notify the City of a change of address. (See Memorandum of Understanding #3).

ARTICLE XXXII

PROBATIONARY PERIOD

Section 1. Employees shall be on probation for a period of one (1) year following the date on which they completed training. They may be terminated at any time for any reason or no reason during said probationary period without reference to the Grievance or Arbitration Procedures of this Agreement or any other provision of this Agreement. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provision of this Article.

ARTICLE XXXIII

DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

Section 1. For all employees who are members of the bargaining unit, as defined in Article III of this Agreement, and who are required to make contributions to the State of Ohio Police and Fireman's Disability and Pension Fund ("Police Pension Fund") pursuant to the Ohio Revised Code, the contribution required to be made by each said employee to the Police Pension Fund as an employee contribution shall be paid by the City on behalf of the employee in lieu of contribution by the employee.

Section 2. The City shall incur no additional payroll cost, including Police Pension Fund contributions, under Section 1 of this Article. No employee's total compensation otherwise payable under this Agreement shall be increased. Each employee's compensation shall consist of two parts: a "cash salary" and a "deferred amount." Each employee's "cash salary" shall be the total compensation payable by the City to each said employee in any pay period reduced by the amount payable by the City to Police Pension Fund on behalf of each said employee under Section 1 of this Article. Each employee's "deferred amount" shall be the Police Pension Fund "pick-up" amount payable by the City under Section 1 of this Article in lieu of contribution by the employee. No employee shall have the option to receive direct payment of the "deferred amount" contributed by the City to Police Pension Fund on behalf of the employee.

Section 3. Subject to changes in the Federal and State income tax laws, the City shall treat an employee's "cash salary" as the gross amount of pay for a pay period for purposes of calculating and deducting Federal and State withholding taxes. The employee's Police Pension Fund contribution remitted to the Police Pension Fund by the City on behalf of an employee under Section 1 of this Article shall become taxable to the employee for Federal and State income tax purposes when the employee withdraws their contributions from that Fund in the form of pension payments or a refund.

Section 4. The City and FOP shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application of the Internal Revenue Service for a private letter ruling concerning the Federal tax treatment of the provisions of this salary reduction Police Pension Fund pick-up plan and making application to the Police Pension Fund.

Section 5. Subject to any requirements imposed by the Internal Revenue Service and the Police Pension Fund, the provisions of this Article shall apply to payroll periods commencing after adoption of this Agreement by the City and FOP.

ARTICLE XXXIV

HIGH RISK INJURY LEAVE

Section 1. Whenever a full-time police employee during the lawful performance of assigned duties, including training, as a direct result of a "high risk" situation or circumstance, suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth work day taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period. "High Risk" sick leave shall not be deducted from the employee's accumulated sick leave account.

Section 2. "Total Disability" shall mean the physical inability of an employee to perform regularly assigned duties at the station and/or otherwise engage in any other gainful employment.

Section 3. In order to qualify for "High Risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:

(1) The injuries are the direct result of:

(a) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;

(b) A non-chargeable automobile accident occurring during the scope and course of employment;

(c) A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;

(d) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon; or

(e) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident.

(2) 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 thereafter as practicable.

(3) Medical evidence has been provided within a reasonable period of time [no more than fourteen (14) days] from the employee's treating physician and/or the City physician, establishing the cause, nature and extent of the injuries; the likelihood of the term of disability; and the medical probability of full recovery and eventual return to work.

(4) The Employee shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the Employee signs a waiver and assignment to the Employer for amounts payable under such Workers' Compensation for temporary total disability benefits, and for any other Employer-paid insurance benefits.

(5) The Employer shall have the right at any time during the process to request medical verification of the Employee's injury from his doctor. In addition, the Employer shall have the right, at its expense, to send the employee to a doctor of its own choosing for medical verification. In the event there is a dispute between the employee's physician and the City's doctor, the parties agree to send the employee to a third, neutral doctor, whose decision regarding the process will be final.

Section 4. In the event said injury leave shall preempt a scheduled vacation period, said vacation may be rescheduled with the prior approval of the Chief.

ARTICLE XXXV

SUBSTANCE ABUSE

32.1 GENERAL POLICY

The City, its management and its employees all have a vital interest in maintaining a safe and productive work environment. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their coworkers, and third parties. In addition, drug or alcohol abuse leads to higher turnover, absenteeism and significantly interferes with and impedes the City's efficient operations.

The City's growth and future depend upon the physical and psychological health of its employees. Accordingly, the City, working with its employees, intends to maintain a safe, healthful and efficient work environment for all of its employees.

With these objectives in mind, the City has developed the following policy and procedures on alcohol and drug abuse:

32.11 ALCOHOL

The possession, sale, purchase or use of alcohol in a City facility or while on City time is prohibited. In addition, employees may not report to work or be on City time or on City premises while under the influence of alcohol.

32.12 LEGAL DRUGS

Employees may not use or have traceable in their body any legal drug while on City time or while in a City facility to the extent said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. It is the responsibility of the employee to insure that he does not violate this requirement. An employee will not avoid

discipline under this policy by producing a prescription or otherwise disclosing his use of the legal drug after being selected for drug testing. However, an employee will not be subject to discipline for traceable legal drugs if: (i) when requested by the City, he provides a current statement from his physician certifying that he is fit for duty; and (ii) he is not consuming such legal drugs in a manner contrary to the prescription, the drug's label or his physician's advice.

32.13 ILLEGAL DRUGS

The possession, sale, purchase or use of any illegal drug while on the City's premises or while on City time is prohibited. Employees may not report to work or be on City time or on City premises with an illegal drug traceable in their systems.

32.14 Any employee who violates this policy may be discharged.

32.2 DEFINITIONS

For purposes of this drug and alcohol abuse policy, the following terms shall have the following meanings:

32.21 "City premises" shall include, without limitations, City Hall, Municipal Center, Maple Leaf School, the Service Garage, and all other property owned or leased by the City.

32.22 "City time" shall include all time during which an employee is on City premises or performing work for the benefit of the City.

32.23 "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

32.24 "Illegal drug" means any controlled substance the possession or sale of which is prohibited by law.

32.25 "Under the influence of alcohol" means that the employee has a blood alcohol level of at least .1% or above or otherwise exhibits behavior demonstrating that his ability to perform his job duties has been impaired by alcohol.

32.26 "Traceable in the employee's system" means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

32.3 PROCEDURES

32.31 TESTING

32.311 The City may relieve an employee of duty and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, at Marymount Hospital, if:

> **32.3111** The City has "reasonable suspicion" to believe that the employee is under the influence of alcohol or a legal or illegal drug. For purposes of this policy, "reasonable suspicion" shall mean suspicion based on specific personal observations that a supervisor in the Police Department can describe concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indicia of possible drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises an inference of drug and/or alcohol use or,
>
> **32.3112** The employee is involved in a work-related accident which a supervisor in the Police Department concludes may have been caused by the employee, including but not limited to accidents which result in bodily injury or damage to City leased or owned property under circumstances giving rise to a question of whether that employee's behavior, actions or judgment was impaired at the time of the accident. Such circumstances include, but are not limited to: single vehicle accidents; vehicles striking fixed objects; accidents where the operator of the vehicle is cited for violation of law and work place accidents where the employee, by his action or inaction, appears to have violated work safety rules or to have otherwise contributed to the accident.

32.32 If possible, the supervisor in the Police Department who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign an "observation checklist" setting forth the facts upon which such City supervisor relied in making the referral for drug or alcohol testing. A copy of the "observation checklist" shall be provided upon request to the subject employee.

32.33 The employee has the right to union representation prior to referral for drug or alcohol testing assuming that a union representative is immediately available. The FOP may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. The non-availability of union representation shall not operate to delay the referral for testing.

32.34 Specimen collection will occur at Marymount Hospital and the procedures shall not demean, embarrass or cause physical discomfort to the employee.

32.35 The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the City.

32.36 As concerns urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, a confirmation test, including but not limited to, the gas chromatography/mass spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee at Marymount Hospital.

32.4 CONSENT

If requested by the appropriate medical personnel, the employee shall sign a consent form authorizing Marymount Hospital to withdraw a specimen of blood and/or urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the City.

32.41 REFUSAL TO PROVIDE SPECIMEN OR CONSENT

Any employee who refuses to provide a urine or blood specimen, or to take a Breathalyzer test, where the City may request such a urine or blood specimen or Breathalyzer test under this policy, or who refuses to sign a consent form, shall be discharged.

32.42 CONFIDENTIALITY

The results of any blood or urine analysis or Breathalyzer tests shall be kept strictly confidential among the employee, Marymount Hospital, and the City. However, the City may use the results to decide upon any action to be taken towards an employee, or to the extent necessary, to defend its actions in subsequent grievance, arbitration or legal or other proceedings.

32.5 TREATMENT

The City in its sole discretion, may require any employee who violates this Policy as a condition of employment and in lieu of discharge, to submit to and pass a urinalysis or blood test within six weeks after the date on which the City determines that the employee violated the Policy. In addition, the City may require the employee to undergo alcohol or drug rehabilitative treatment at the facility recommended by the City. To the extent such treatment or counseling is not paid for by the employee's health insurance plan, it shall be at the employee's expense. The

City may discharge any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment.

ARTICLE XXXVI

EDUCATIONAL INCENTIVE PROGRAM

Section 1. The Educational Incentive Program for employees shall be operated in accordance with the following guidelines:

A. The Associate of Applied Science Degree in Law Enforcement must be obtained within five (5) years after the employee begins his educational program. If the degree is not obtained within this period, the employee shall forfeit any previously granted educational incentive bonus and not be entitled to any future bonus;

B. The employee must maintain a "C" average during the entire time he is in the educational program. If the employee does not maintain this average, he shall forfeit any previously granted educational incentive bonus and not be entitled to any future bonus;

C. The employee shall only take courses included in the approved curriculum required for this degree. If the employee takes courses not included in the approved curriculum, he shall forfeit any previously granted educational incentive bonus and not be entitled to any future bonus; and

D. If a recipient of an educational incentive bonus is promoted after the effective date of this Agreement, he shall forfeit such bonus.

Section 2. The Educational Incentive Program shall provide for a salary bonus not to exceed three percent (3%) of the base pay of policemen and shall be payable upon the successful completion and attainment of an Achievement Award in Law Enforcement for policemen from an accredited college or university.

Section 3. The Educational Incentive Program shall further provide for a salary bonus not to exceed five percent (5%) of the base pay of policemen and shall be payable upon the successful completion of a specified number of credit hours and the attainment of the

Association of Applied Science Degree in Law Enforcement for policemen from an accredited college or university.

Section 4. Said bonuses shall be paid in equal bimonthly installments and be included in the employee's regular paycheck.

Section 5. No employee shall be entitled to the educational incentive bonus unless said employee earned said degree or credit hours while in the employ of the City's Police Department.

Section 6. The Educational Incentive Program shall be abolished as of June 1, 1985 for all employees who are not registered in it or receiving a bonus pursuant to it. Employees wanting to participate in the Program must register for it with the Safety Director no later than 4:00 p.m. on May 31, 1985. Moreover, this Program shall be abolished for any employee hired on or after May 31, 1985. The Program, as described in this Article, shall continue for all employees who are registered in it or receiving a bonus pursuant to it by May 31, 1985.

ARTICLE XXXVII

MISCELLANEOUS

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

Section 2. The FOP will be allowed one (1) bulletin board for official FOP notices. This bulletin board will be located in the Police Department.

ARTICLE XXXVIII

LABOR-MANAGEMENT COMMITTEE

Section 1. In the interest of sound labor-management relations, once each quarter and on a mutually agreeable time, date and place, the Employer designee(s) shall meet with no more than three (3) representatives of the FOP to discuss issues of mutual labor-management interest.

Section 2. The party requesting the meeting shall furnish an agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda should include the names of those persons attending and the matters to be discussed at the meeting. The purpose of such meetings shall be to:

(a) discuss matters of mutual concern;

(b) notify the FOP of departmental changes made by the Chief of Police which affect the bargaining unit;

(c) disseminate general information of interest to bargaining unit members; and

(d) discuss ways to improve department efficiency.

Section 3. It is further agreed that should special labor-management meetings be requested and mutually agreed upon, they shall be scheduled as soon as practical.

Section 4. The committee shall not be used to bypass the normal chain of command. Matters that are subject to negotiations or the grievance process shall not be discussed without mutual agreement of the City and FOP.

ARTICLE XXXIX

SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a Court or governmental agency, that

portion shall be deemed severable from the rest of the Agreement and all such other parts of the Agreement shall remain in full force and effect. In such event, the employer and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE XL

EXECUTION

Section 1. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____ _____, 2012.

FOP, LODGE 67 (PATROLMEN)

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

FOR THE EMPLOYER:
CITY OF GARFIELD HEIGHTS

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

LETTER OF UNDERSTANDING - I

March 29, 2000

Robert M. Phillips, Esq.
Faulkner, Muskovitz & Phillips, LLP
820 West Superior Avenue, Ninth Floor
Cleveland, Ohio 44113-1800

Re: Negotiations between City of Garfield Heights and FOP, Lodge 67

Dear Mr. Phillips:

Article XXX, Salary, Section 1, refers to the City Charter (Section 41A). This section requires the City to compile a wage survey of cities that have a population of 25,000 or more and whose boundry lines are contiguous to the City of Cleveland, Ohio for the purpose of determining average pay for police and fire employees.

The City and FOP agree to add into the average pay fund comparison that is required pursuant to the Charter of the City of Garfield Heights, Average Pay Fund, Department of Public Safety, Section 41-A, the proficiency allowance and pension pick-up for police employees in the City of Euclid.

For the duration of this collective bargaining agreement, such average pay computation will be applied to salaries for police and fire employees of the City of Garfield Heights. They will then receive that wage increase retroactive to January 1 of the applicable year.

Sincerely,

Thomas J. Longo
Mayor

{19722 / 00769733 - 1}

LETTER OF UNDERSTANDING — II

March 29, 2000

Robert M. Phillips, Esq.
Faulkner, Muskovitz & Phillips, LLP
820 West Superior Avenue, Ninth Floor
Cleveland, Ohio 44113-1800

Re: Negotiations between City of Garfield Heights and FOP, Lodge 67

Dear Mr. Phillips:

The following items were agreed to by the City and FOP during negotiations:

(1) "21 Rules of Conduct"

The City shall implement "21 Rules of Conduct" in lieu of the present rules and regulations.

(2) Letter of Understanding — Eye Care/Orthodontia Care

The City and FOP agree that after negotiations, they will engage in good-faith discussions regarding the eye care and orthodontia care proponents of the employee health care plan.

Sincerely,

Thomas J. Longo
Mayor

{19722 / 00769733 - 1}

LETTER OF UNDERSTANDING — III

February 6, 2006

Robert M. Phillips, Esq.
Faulkner, Muskovitz & Phillips, LLP
820 West Superior Avenue, Ninth Floor
Cleveland, Ohio 44113-1800

Re: Health Care Savings Plan

Dear Mr. Phillips:

During the recent negotiations, the City agreed to implement a Health Care Savings Plan pursuant to Internal Revenue Code Section 125 and which is available for retiring police officers at no additional cost to the employer. As an example, an employee would have the right to have accumulated sick leave payout deposited into such savings plan to cover health care during retirement.

Sincerely,

Thomas J. Longo
Mayor

FAMILY AND MEDICAL LEAVE POLICY

The Family and Medical Leave Act of 1993 (FMLA) provides that eligible employees of covered employers are entitled to take up to 12 weeks of *unpaid* leave each 12 months for certain family and/or medical purposes. Once you have been with the City of Garfield Heights for one year or more, and if you work at least 1250 hours in the year before you request leave, you are eligible for leave for the following reasons:

- For the birth of your son or daughter, and to care for the newborn child;
- For placement with you of a son or daughter for adoption or foster care;
- To care for your spouse, son, daughter, or parent with a serious health condition; and
- Because of your own serious health condition that makes you unable to perform the functions of your job.

Generally, a serious health condition includes illnesses, injury, impairment or a physical or mental condition that prevents you from performing your essential job duties and requires continuing treatment by a health care provider or in-patient care in a medical facility. Not all medical conditions are serious health conditions. If the condition is a routine illness (*e.g.* colds, flu) that can be treated with non-prescription drugs and/or bed rest, it is generally not a serious health condition. If you are unsure whether a medical condition qualifies for family leave, or if you need more information regarding the reasons for which you will be entitled to family leave, you should contact the City Law Director for more information.

If your need for leave under the FMLA is foreseeable, you must request your leave from the City Law Director and your Police Chief at least 30 days in advance. If you fail to make your request 30 days ahead of time and your need for leave was foreseeable, you will not be permitted to begin your leave until 30 days after making the request.

If your need for leave is not foreseeable, and the City understands that in many cases it will not be, you must request your leave as soon as practicable. You should do this by informing the City Law Director and your Police Chief.

It is your obligation under FMLA to provide the City with information about the reason for your need for leave so that the City can determine whether FMLA leave is appropriate. If it is determined that your request for leave might be covered by FMLA, you will be asked to provide documentation from your physician or health care provider certifying that the leave is necessary. If the City receives appropriate certification of your need for leave, your leave will be counted under FMLA if it qualifies.

FMLA leave is *unpaid*. Additionally, you will be required to utilize all of your accrued vacation time and/or sick leave *concurrently* with your FMLA leave. For example, if you have two (2) weeks of vacation time and two (2) weeks of sick leave time, your first four (4) weeks of FMLA

leave will be paid because you will be receiving your vacation and then your sick pay. You will then be entitled to an additional eight (8) weeks of *unpaid* leave.

While you are on FMLA leave, the City will maintain your health benefits under the same terms as before your leave. You will be required to pay the same premiums you pay when you are not on leave. Upon concluding your FMLA leave, you are entitled to be reinstated to your former position or an equivalent position. If you were on family leave for your own serious health condition, you may be required to provide a medical certificate of ability to return to work prior to reinstatement.

Your FMLA leave does not need to be taken all at once. If you or a family member has a serious health condition that requires you to take leave on an intermittent basis, each time you miss work for this purpose will be counted as FMLA leave. You are entitled to a combined total of 12 weeks of leave each 12 months. You have an obligation to make reasonable efforts to schedule recurring appointments at times that do not conflict with your work schedule.

Generally, the maximum amount of leave an employee may use at any one time is determined by the 12-month period prior to the date the employee's family leave would start. For example, in October 1999, you used four (4) weeks of family leave and then returned to work. In August 2000, you again need family leave. Because you used four (4) weeks of family leave in the 12-month period prior to August 2000, you have eight (8) weeks of family leave remaining.

You can find more information about the FMLA at **[location of posting]**. Additionally, the City Law Director is available to answer any questions you might have about this FMLA Leave Policy.

MEMORANDUM OF UNDERSTANDING #1

TERMS AND CONDITIONS OF CONCESSIONS

MARCH 20, 2009

The modifications offered by the Fraternal Order of Police Lodge 67 in Articles XXI - Holidays, XXII - Vacation, XXXIII - Sick Leave Bonus, XXVIII - Uniform Allowance and XXIX - Insurance, shall adopt revenue enhancements that substantially equal the reduction in benefits contained in the FOP Modifications as well as those from other labor organizations.

MEMORANDUM OF UNDERSTANDING #2

CONCESSION MODIFICATIONS

MARCH 20, 2009

All contract modifications except for hospitalization/prescription drug changes shall, at the latest, be automatically restored to the 2008 level at the onset of the next round of negotiations. In the event that the City is formally declared as no longer fiscally encumbered by the Ohio State Auditor, the benefit modifications, except for medical, shall also be restored to their 2008 levels.

MEMORANDUM OF UNDERSTANDING #3

Regular full-time bargaining unit members shall be given a minimum of two (2) weeks advance written notice of layoff, indicating the circumstances which made the layoff necessary.

5/13/09

5-17-09

Garfield Hts
Proposed Plan 7
SuperMed Plus
Savings on Medical: 8.5% = $145,117

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	To Age 25; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 pints	
Lifetime Maximum	$2,500,000	
Benefit Period Deductible – Single/Family[3]	$200 / $400	$400 / $800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$300 / $600	$600 / $1200
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$10 copay, then 100%	70% after deductible
Urgent Care Office Visit[2]	$10 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (One exam per benefit period)[2]	$10 copay, then 100%	70% after deductible
Well Child Care Services Including Exam and Immunizations (To age 14, limited to a $500 maximum per benefit period)[2] including meningitis immunization	$10 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%, no deductible	70% after deductible
Routine Mammogram (One per benefit period)	100%, no deductible	70% after deductible
Routine Pap Test (One per benefit period)	100%, no deductible	70% after deductible
Routine PSA Test	100%, no deductible	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis, Thyroid Test (Ages nine and over, one each per benefit period)	100%, no deductible	70% after deductible
Routine Endoscopic Services	100%, no deductible	
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy – Facility and Professional	Not Covered	Not Covered
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[4]	$50 copay, then 100%	
Non-Emergency use of an Emergency Room[4]	$50 copay, then 100%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (# days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (# visits per benefit period)	90% after deductible	70% after deductible
Hospice (# days per benefit period)	90% after deductible	70% after deductible
Private Duty Nursing ($ maximum per benefit period)	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (# days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (# visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Garfield Hts
Proposed Plan 2
Prescription Drug Program[1]

Savings on Drug 35% = $168,029

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	$15	30
Formulary Copayment	$25	30
Non-Formulary Copayment	$35	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	$30	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$70	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an Independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

[1]Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

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MEMORANDUM OF UNDERSTANDING #4

Effective May 1, 2011, The Fraternal Order of Police, Lodge 67 (Patrolmen) and the City of Garfield Heights agree that all employees shall have a deduction pre tax (IRS 125) of One Hundred and Forty Dollars $140.00 per month for healthcare coverage under a family medical plan and Seventy Dollars ($70.00) per month for a single medical plan. Said amounts shall be deducted from each employees gross pay. This letter of understanding hereby modifies Article 29 of the contract.

AGREED TO:

FOP, LODGE 67, PATROLMEN

By: Gary Wolske

Gary Wolske
(Print name)

By: Bryant Cwikklewski

Bryant Cwikklewski
(Print name)

Date:

CITY OF GARFIELD HEIGHTS

By:

(Print name)

By: Timothy J. Riley

TIMOTHY J. RILEY
(Print name)

Date: 5-27-11