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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF CLEVELAND**

**AND**

**CLEVELAND FINGERPRINT/SCIENTIFIC EXAMINERS**

**FOP/OLCI**

**April 1, 2013 through March 31, 2016**

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## **PREAMBLE**

This Agreement is hereby entered into between the City of Cleveland, hereinafter referred to as the "Employer" and the Union, hereinafter referred to as the "FOP/OLCI."

## **ARTICLE 1 - PURPOSE**

The Employer and the FOP/OLCI hereby enter into this Agreement reached through the process of collective bargaining for the following purposes: 1) To recognize the legitimate interests of the employees of the Employer; 2) To determine the wages, hours, and terms and working conditions of those employees; 3) To promote harmonious, cooperative relations; 4) To promote efficient, effective service to the citizens of Cleveland, Ohio; 5) To avoid interruption or interference with the efficient operation of the Employer's business; and 6) To provide a procedure for the fair and equitable adjustment of grievances.

## **ARTICLE 2 - RECOGNITION**

Section 1. The Employer agrees to recognize the FOP/OLCI as the sole and exclusive bargaining representative for all employees in the bargaining unit, pursuant to 98-REP-05-0126 Scientific/Fingerprint Examiners; for purposes of negotiating wages and benefits, hours of work, and other terms and conditions of employment.

Section 2. For purposes of this Agreement, the bargaining unit is defined as all Scientific Examiners and Fingerprint Examiners.

Section 3. If, during the life of this Agreement the Employer wishes to establish the use of a new job classification, the parties shall meet to determine whether or not such job classification is to be included in or excluded from the bargaining unit. In the event the parties are unable to reach agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition in accordance with ORC 4117 and any applicable rules thereto. If the new job classification is to be included in the bargaining unit, the parties will

attempt to negotiate an appropriate salary. If the FOP/OLCI disagrees with the salary proposed for the newly included job classification, the issue shall be resolved in accordance with the dispute resolution procedures specified by ORC 4117.

Section 4. The Employer shall furnish the FOP/OLCI with a list of all employees in the classifications included in the bargaining unit, which indicates the employee's starting date of employment. Such list shall be furnished annually and will be supplemented with the names of each new employee as he or she is hired.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as specifically limited herein, all rights are reserved to and remain vested in the City, including, but not limited to, the sole right to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standard of services, its overall budget, utilization of technology and organizational structure;
- (b) Direct, supervise, evaluate or hire employees and to determine when and under what circumstances a vacancy exists;
- (c) Maintain and improve the efficiency and effectiveness of City operations;
- (d) Determine the overall methods, process, means, or personnel by which City operations are to be conducted;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the City;
- (h) Manage the work force;

(i) Require employees to use or refrain from using specified uniforms or other tools of duty;

(j) Take actions to carry out the mission of the public employer as a governmental unit. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects--including, but not limited to, those enumerated above--reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either §4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

The City shall have the right to privatize or subcontract services, provided that sixty-five (65) calendar days prior to any subcontracting the City shall meet and confer with the Union on no less than a weekly basis and the City will disclose the nature and cost of the proposed contract. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to or greater than those the City can achieve through subcontracting, the City will accept the Union's alternative.

Should employees be subject to layoff as a result of the decision to sub-contract, the City shall submit the names of the affected employees to the subcontractor for its consideration. If the subcontractor does not hire the affected employees, they shall be subject to layoff from the City.

The City and the Union agree that if there is a disagreement regarding the above, including over the true value of the Union's competitive alternative (financial savings, improved efficiency, quality of service – including the payment of a living wage), the Union will have the right to submit the issue of whether or not the Union's alternative "genuinely" meets or exceeds the City's objective to final and binding arbitration by requesting arbitration with the American Arbitration Association within fourteen (14) days of the expiration of the 65-day meet and confer period.

#### **ARTICLE 4 - DUES DEDUCTION**

(a) All non-probationary employees covered by this Contract shall be required to pay dues in an amount determined by the Union. Employees are not required to join the Union as a condition of employment, however, non-probationary employees, shall, during the term of this Contract, be subject to pay a service fee in an amount not to exceed the Union dues for the purposes of administering the provisions of this Contract. The Employer shall deduct dues or fair share fees as appropriate.

(b) It shall be the responsibility of the Union to establish the amount of such a service fee, and to notify all affected employees of the established service fee. The Union shall notify the City of the amount of said service fee, and the names of the affected employees. The Union must provide the City with at least thirty (30) days advance notice of any change in the fair share fee amount or other voluntary contribution amounts. The City shall deduct this amount from the pay of said employee(s) and remit it to the Union. The Union shall indemnify and save the City harmless from any and all legal actions brought by an employee against the Union, the City, or the Union and the City jointly as the result of the enforcement or required compliance with this provision.

(c) Deductions shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

All deductions accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union, no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and the Union jointly).

#### **ARTICLE 5 - UNION REPRESENTATION**

Section 1. The FOP/OLCI shall have the right to select two Associates representing the bargaining unit (to be comprised of one Fingerprint Examiner and one Scientific Examiner) and they shall be authorized and recognized by the employer to represent the FOP/OLCI in matters covered by this Agreement which includes activities related to grievances and disciplinary hearings. The names of the Associates shall be certified in writing and forwarded to the Employer.

Section 2. The parties recognize that it may be necessary for an Associate of the FOP/OLCI to leave a normal work assignment while acting in the capacity of Associate. The FOP/OLCI recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by Associates. Before leaving an assignment pursuant to this section, the Associate must obtain approval from the Supervisor of the shift. The Employer will compensate the Associate at the normal rate for the time spent in the good faith processing of

grievances during the Associate's regularly scheduled working hours, and at any meeting at which the Employer requests an Associate to be present.

Section 3. Members of the negotiating committee, not to exceed two (2), shall be allowed reasonable time off during their regular scheduled working hours to participate in collective bargaining meetings with the Employer without loss of pay. Said employee shall be available to answer calls.

Section 4. Upon request, the FOP/OLCI will be permitted to hold meetings on the Employer's premises.

#### **ARTICLE 6 - BULLETIN BOARDS**

The Employer agrees to provide space for bulletin boards in the police access room, to be used by the FOP/OLCI and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

#### **ARTICLE 7 - NO STRIKE**

Section 1. The employer and the FOP/OLCI agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the FOP/OLCI to avoid work stoppages and strikes.

Section 2. Neither the FOP/OLCI 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, slowdown, walkout, concerted "sick Leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The FOP/OLCI shall not be held

liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the FOP/OLCI meets all of its obligations under this Article.

Section 3. The FOP/OLCI shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage an attempt to violate the “no-strike” clause. In the event of a violation of the “no-strike” clause, the FOP/OLCI shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP/OLCI. The FOP/OLCI shall advise the employees to return to work immediately.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

#### **ARTICLE 8 - NON-DISCRIMINATION**

Section 1. The Employer and the FOP/OLCI agree not to discriminate against any employee(s) on the basis of race, national origin, age, religion, gender or any other classification protected under state or federal law.

Section 2. The FOP/OLCI expressly agrees that membership in the FOP/OLCI is at the option of the employee and that it will not discriminate against any employee with regard to membership, non-membership or participation or non-participation in FOP/OLCI activities.

#### **ARTICLE 9 - CONFORMITY TO LAW**

Section 1. This Agreement shall supersede any present and future state and local laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulations shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court or 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 or 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 10 - EMPLOYEE RIGHTS**

Section 1. An employee has the right to the presence and advice of an FOP/OLCI representative at all disciplinary meetings.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge is entitled to all applicable constitutional rights.

Section 3. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning.

Section 5. With respect to investigations which have resulted in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. A copy of the formal charge will be provided to the employee.

Section 6. Each employee shall have a right to join or refrain from joining the FOP/OLCI, the right to participation or non-participation in FOP/OLCI activities, the unequivocal right to exercise all rights and prerogatives guaranteed pursuant to the provisions of

this Agreement and all applicable laws, rules and regulations without interference, coercion, restraint, discrimination or reprisal of any kind from the FOP/OLCI and/or the Employer.

## **ARTICLE 11 - RULES, POLICIES AND DIRECTIVES**

Section 1. The FOP/OLCI recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and conduct of the Employer's services and programs.

Section 2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the FOP/OLCI prior to implementation. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of such conflict.

Section 3. It is the Employer's intention that work rules, policies and directives be applied in a uniform manner under like circumstances.

Section 4. All new employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures, and directives.

Section 5. The FOP/OLCI recognizes that it is the exclusive statutory duty of the City to establish general rules for the operation of the Department, however, the FOP/OLCI may request that the City meet to negotiate the effects of any work rules upon the wages, hours, terms and other conditions of employment of those employees included in the bargaining unit and such request shall be honored.

## ARTICLE 12 - LABOR MANAGEMENT COMMITTEE

In the interest of sound labor/management relations, and upon request, not more than two representatives of management shall meet with not more than one employee representative and one non-employee representative of the Union to discuss pending problems or issues of concern including issues involving health and safety and to promote a more harmonious labor/management relationship.

## ARTICLE 13 - DISCIPLINE

Section 1. Employees can only be disciplined for just cause. Whenever the Employer or his designee determines that an employee may be disciplined, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours, if scheduling permits. If the employee is required to attend such conference off-duty, he or she shall be paid for time spent in the conference at the applicable rate in accordance with the provisions of this Agreement.

Section 2. Upon request, the employee or his representative may present any testimony, witnesses, or documents, which explain whether or not the alleged conduct occurred.

Section 3. If it is determined that the employee will be disciplined, a written report will be prepared by the Employer. A copy of this report will be provided to the employee within seven (7) days following the hearing. Discipline will be administered in a progressive manner except for those violations which require serious discipline up to and including discharge.

Section 4. The Union agrees that effective upon ratification of the Collective Bargaining Agreement, the City has a disciplinary policy allowing it to discharge employees for serious misconduct including but not limited to theft of City property and conviction of an offense involving the sale of drugs.

All employees are obligated to report convictions for any felony and convictions for any misdemeanor drug-related offenses.

Section 5. In such cases where an administrative investigation could not lead to criminal charges, the City shall not discipline an employee later than thirty (30) days after the date which the City had knowledge of the alleged violation.

Section 6. Records of disciplinary action which are more than two (2) years old shall not be considered for subsequent discipline.

All employees are required to notify the City within ten (10) calendar days of the date on which they knew that they were criminally charged with, convicted of, arrested or issued a warrant for:

- 1) A felony, or
- 2) A misdemeanor. Exempt from this provision are minor misdemeanors as defined in the Ohio Revised Code if they do not involve alcohol, drugs, other controlled substances or use of a computer.

Failure to notify the City may result in discipline.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

A grievance is a written claim or complaint arising under and during the term of this Contract filed by an employee or a group of employees (involving a single common issue or event) covered by this Contract with regards to a dispute or controversy arising as a result of the misinterpretation, misapplication or misuse of the specific and express written provisions of this Agreement, including any and all disciplinary actions as they relate to alleged violations of this Contract.

An employee who believes he has a grievance has a right to notify his/her union Associate of the situation and discuss it, however, proper regard for the City's operational needs and prior authorization of the supervisor is required. Every grievance must be dated and signed by the employee and/or the union Associate, must set forth the provision(s) allegedly violated, the history of the occurrence (date, time, etc.), and the relief requested. Nothing in this procedure shall prevent an employee from discussing the matter with his Supervisor(s) in an attempt to resolve any problem. It is the intent of the City and the Union to share information pertaining to grievances at all Steps of the grievance procedure. Whenever any employee is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, the employee shall be apprised of the nature of the investigation and they may contact a union representative to be present. This does not include criminal investigations, unless the interrogation is being conducted by, or under the auspices of the Internal Affairs Unit or a similar body. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 1. Grievances must be filed within the ten (10) working day time limit at the management level at which the decision or discipline being grieved was made, or at the Step above that level if that level is not a Step in the grievance procedure.

An employee may submit a timely written request to attend a Step 1, 2, or 3 grievance meeting to his/her immediate supervisor no less than forty-eight (48) hours prior to a scheduled meeting. The City will not unreasonably deny such requests.

Step 1 A grievance shall be presented to the Chief of Police or his designated representative within ten (10) working days after the event giving rise to said grievance. The Chief of Police or his designee will meet with the union Associate and/or the Staff

Representative (the City or the Union may request the presence of the grievant) within five (5) working days from receipt of the grievance in an effort to resolve said grievance and shall render an answer in writing within three (3) working days of the Step 1 answer.

This answer shall set forth in detail the settlement reached between the parties. Agreement on this settlement shall be noted by both parties in writing on the grievance form. In the event the grievance is not resolved, the answer shall set forth in detail the reason or reasons for the denial of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal the grievance in writing to the Safety Director or his designated representative within ten (10) working days of the Step 1 answer. The Safety Director or his designated representative will meet with the Union's Staff Representative, local Union Associate, and/or local Union officer(s) within ten (10) working days from receipt of the written appeal. The City will render an answer in writing to the Union Staff representative within ten (10) working days from the Step 2 meeting, with a copy provided to the local Union Associate.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance in writing to the Labor Relations representative or his designated representative, with a copy of the grievance history, within ten (10) working days of the Step 2 answer. Within ten (10) working days of the written appeal, the Labor Relations representative or his designated representative will schedule a meeting with the Union's Staff Representative, and/or local Union Associate for a mutually agreed-upon date thereafter.

The City will render an answer in writing to the Union Staff Representative within thirty (30) working days from the Step 3 meeting, with a copy provided to the local Union Associate.

The City and the Union shall not have more than four (4) representatives, respectively, at any grievance meeting.

Step 5. Any grievance not satisfactorily settled at Step 3 may be submitted for arbitration. Such must be submitted in writing within thirty (30) working days of the Step 3 answer. The selection of an arbitrator shall be by agreement or under the auspices of AAA and/or FMCS. Prior to an arbitration hearing, the parties may agree to select a mediator from the FMCS. Mediators must be experienced in mediation and may not serve as arbitrators.

The parties shall bear equally the fees and expenses of the arbitrator. The aggrieved employee, local Union officer and/or any necessary witness will not lose regular straight-time pay for time spent at arbitration proceedings, provided the Union notifies the City of the names of the individuals whom they are requesting to be present at least forty-eight (48) hours prior to the hearing.

The arbitrator's decision shall be rendered to both parties in writing within thirty (30) days and shall be final and binding on both parties. The arbitrator shall have no authority to: add to, subtract from, disregard, or modify any provisions of this Contract, and shall confine his decision to the express issue(s) put before him by the parties relating to express terms and provisions of this Contract. An arbitrator may rule on the validity of a verbal or written warning, if it is presented as the basis for further progressive disciplinary action.

Enforcement of Award. Arbitration awards shall be implemented in good faith and within a reasonable time after their issuance, or after any good faith appeals of an award are completed. Where a party has failed to implement or appeal an award in good faith and/or within a reasonable time, that party shall bear the court costs and/or arbitrator's fees of the other in any subsequent proceedings to mandate compliance with the award.

A grievance which is untimely filed or untimely appealed by the Union may be denied on that basis.

A grievance for which the response by management is not timely may be appealed by the Union to the next step.

Computation of Time. For purposes of this section, timeliness is counted as working days from the date of the incident, the date expressed on the face of either the answer, or the appeal notice, as applicable. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by the parties. The date of occurrence of the event causing time to run is not counted in the computation of any time limit. The last day of the period is included in the computation of the time limit. If the last day of a period is not a regular business day, the time period runs through the end of the next regularly scheduled business day. For the purposes of this section, "working days" shall be Monday through Friday, except holidays as provided in this Agreement.

#### **ARTICLE 15 - PROBATIONARY PERIODS**

Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation from the Employer, and shall continue for a period of one hundred twenty (120) days. A probationary employee may be terminated at any time during the probationary period and shall have no right to appeal the termination. A probationary employee can file a grievance regarding violations of this Agreement which are applicable to probationary employees.

A probationary period may be extended an additional sixty (60) days upon mutual written agreement between the City and the Union. Any probationary period served by an employee is defined as "working days." All holidays, vacation time, personal time, sick time, and approved

leaves of absence do not count as working days for purposes of calculating a probationary period.

## **ARTICLE 16 - SENIORITY**

Section 1. "Job Classification Seniority" is the total uninterrupted continuous service of a member as an Examiner in the City. Total service will include all uninterrupted periods of service during which time the employee was in part-time service.

Section 2. It shall be understood that bargaining unit employees of the City that are not Examiners in the City shall be given credit for total service, which has been defined in Section 1 of this Article, and such total service shall be the basis for determining their priority within a particular classification and unit wherein the employer must evaluate two or more employees for vacation selection, use of compensatory time and layoffs.

Section 3. Continuous service and seniority shall be broken when an employee:

- (a) Quits or resigns.
- (b) Is discharged for just cause.
- (c) Is laid off for a period equal to the amount of seniority held at the time the lay-off commences, or twenty-four (24) consecutive months, whichever is less.
- (d) Fails to report to work within ten (10) working days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to medically proven disability.
- (e) Is absent without reporting off for three (3) consecutive work days unless the employee has a reasonable excuse for failing to report the absence. Such an absence is a voluntary resignation of employment.

Section 4. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

#### **ARTICLE 17 - LAYOFF AND RECALL**

Section 1. When a layoff is necessary, due to lack of funds or lack of work, the Employer shall notify the effected employees in writing at least fourteen (14) days in advance of the effective date of layoff. The Employer, upon request from the FOP/OLCI, agrees to discuss, with representatives of the FOP/OLCI, the impact of the layoff on bargaining unit employees.

Section 2. Employees shall be laid off in accordance with their job-classification seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months from the date of the initial layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4. Notice of recall shall be sent to the employee(s) by certified mail, with a copy to the FOP/OLCI. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address of the employee.

Section 5. The recalled employee shall have ten (10) working days following the date of the receipt of the recall notice, to notify the Employer of the employee's intent to return to work.

#### **ARTICLE 18 - POSTING AND BIDDING**

Section 1. Whenever the Employer determines that a vacancy exists or a new position is added to the Department, the Employer shall post a notice of such vacancy or new position for a period of no less than seven (7) calendar days.

Section 2. During the seven (7) day posting period, any bargaining unit employee interested in being selected to fill such vacancy shall submit a written request to the Chief of Police stating his desire to be considered for the vacancy. Requests for vacancies submitted pursuant to this Article shall not be considered if submitted beyond the seven (7) day posting period or if the employee does not meet the minimum qualifications for the position.

Section 3. The appointing authority shall select the individual best qualified for the position. Should two (2) or more applicants be equally qualified, seniority shall be the prevailing factor in determining who is selected.

Section 4. Any bargaining unit employee selected to fill a vacancy shall be compensated at the applicable rate for the new position upon the effective date of assignment to the position.

Section 5. The Employer shall maintain the right to fill vacancies with candidates outside of the bargaining unit who shall not be subject to the requirements of this Article.

#### **ARTICLE 19 - SICK LEAVE**

Section 1. Bargaining unit employees shall be entitled to use sick leave for absence due to personal illness, injury, pregnancy (including post-partum recovery period), exposure to a contagious disease which could be communicated to other persons, and to illness, injury or death in the member's immediate family. "Immediate family" shall be defined according to City policy. Sick leave shall be defined as an absence with pay necessitated by the above circumstances.

Section 2. All Bargaining unit employees shall earn sick leave at the rate of one and one-quarter (1/4) days per month and may accumulate such sick leave without limit.

Section 3. When an employee is unable to report to work, the employee shall notify their immediate supervisor one (1) hour before the scheduled time to report to work on each day

of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with their immediate supervisor. When an employee becomes aware that they require sick leave of more than one (1) day's duration, the employee shall notify their immediate supervisor one (1) hour before the scheduled time to report to work on the first day they are unable to work, and shall inform the supervisor of the expected date of return.

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

Section 5. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer.

Section 6. If the employee fails to submit adequate proof of illness, injury or death upon request of Employer, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. Unauthorized leave will subject the employee to discipline up to and including discharge.

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

Section 8. The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 9. Where the use of sick leave is due to illness or injury in the immediate family, immediate family shall be defined as listed in the Funeral Leave Article of this Agreement.

Section 10. The City and the Union agree that the City may continue to enforce its current attendance policy with regard to bargaining unit members. The City retains the right to revise the current policy. The City will notify the Union of any revisions at least fifteen (15) calendar days prior to implementation and, at the Union's request, the City will meet and confer with the Union during this fifteen (15) calendar-day period.

#### **ARTICLE 20 - SICK LEAVE WITHOUT PAY**

Section 1. After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods), upon request, supported by medical evidence satisfactory to the City if the employee has reported such illness, injury, or pregnancy (including postpartum recovery period), to his or her department head or immediate supervisor by no later than the second day of absence. If the illness, injury or pregnancy (including postpartum recovery period), continues beyond six (6) months, the City may grant additional sick leave under this paragraph upon request. Sick leave without pay will also be granted in accordance with the conditions and requirements of the FMLA. An employee on sick leave is expected to keep the City informed on the progress of his or her illness, injury or pregnancy (including postpartum recovery period), as circumstances allow. Any employee who has been on sick leave beyond three (3) consecutive workdays may be required to submit to and pass a physical examination before being permitted to return to work.

Section 2. When an employee returns to work after any approved leave of absence, that employee will be assigned to the same or similar position which he or she formerly occupied.

#### **ARTICLE 21 - FUNERAL LEAVE**

An employee will be granted a leave of absence with pay to be charged against his accumulated sick leave with pay, in the event of the death of his spouse, registered domestic partner, mother, father, grandparents, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law, child, brother, or sister, as follows:

- (a) If the funeral is within Ohio — five (5) working days.
- (b) If the funeral is outside the State of Ohio — seven (7) working days.
- (c) To be eligible for funeral leave, an employee must provide the City with a signed funeral form and must attend the funeral, and the failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action up to and including discharge forfeiture of pay for the leave.

#### **ARTICLE 22 - JURY DUTY/COURT LEAVE**

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury duty or witness service as provided herein:

- (a) An employee must present verification of his call to jury duty or witness duty;
- (b) If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature; and
- (c) Turn in the amount received as a jury duty or witness fee to the City Treasurer in order to receive his regular pay for this time period.

An employee who is required to appear in court for reasons outside the scope of his employment, other than jury duty, shall be granted vacation time or an excused absence (non-

paid) provided that: documentation is provided either in the form of a subpoena or a letter from a participating attorney; and the request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

### **ARTICLE 23 - EDUCATION LEAVE**

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City.

### **ARTICLE 24 - GENERAL LEAVE**

All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists.

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action up to and including discharge.

An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority. For those employees who have completed their probationary periods, personal leaves of absence may be granted without pay for good cause shown for periods not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

An employee in any unpaid leave of absence does not accrue credit towards vacation, paid sick leave, step increases, longevity or P.E.R.S. The only exception is an employee who falls under military provisions expressed herein.

**ARTICLE 25 - PERSONAL HOLIDAY**

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

Section 2. Personal holidays may be taken with reasonable notice. The Employer shall grant or deny such a request within 24 hours of the request.

**ARTICLE 26 - PAID HOLIDAYS**

Section 1. Bargaining unit employees shall be entitled to receive payment for the following holidays each year:

- |                            |                  |
|----------------------------|------------------|
| New Years' Day             | Independence Day |
| Martin Luther King Day     | Labor Day        |
| President's Day            | Thanksgiving Day |
| Good Friday                | Christmas Day    |
| Decoration or Memorial Day |                  |

Section 2. Bargaining unit employees who work on any of the above listed holidays shall be paid time and one-half (1/2) for all work performed during such holiday in addition to the eight (8) hours of regular holiday pay. Holidays must be taken in the year earned and cannot be carried over to the following year.

Section 3. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 4. To be entitled to holiday pay, an employee must work his or her last scheduled work day before and first scheduled work day after the holiday unless the employee is on an approved personal holiday or vacation day.

#### ARTICLE 27 - VACATIONS

Section 1. All regular full-time employees of the bargaining unit shall be entitled to vacation in accordance with the following schedule:

<u>Increments</u>	<u>Days</u>
After 1 year	10 days
After 8 years	15 days
After 12 years	20 days
After 22 years	25 days

Section 2. Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay, which he has earned, but not yet taken. Should such employee be deceased, payment for such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

Section 3. The vacation year shall be from January 1 to December 31 of each year.

Section 4. An employee who transfers to another department shall transfer with his unused vacation time.

Section 5. Any employee who has completed less than one (1) year of continuous employment by December 31 of the previous year, shall receive vacation at the applicable pro-rated amount. Probationary employees are not entitled to take vacation. An employee terminated during his/her probationary period is not eligible to cash-out accrued vacation.

Section 6. Bargaining unit members may carry over vacation from one (1) year to the next only with the permission of management.

Section 7. A bargaining unit member may, at the employee's option, take up to three (3) weeks of his accumulated vacation leave in one (1) day increments. An employee deciding to take such individual vacation leave days shall give the Employer reasonable notice in advance of his/her request for such vacation day leave. The Employer shall grant or deny any such requests within twenty-four (24) hours of his request.

Section 8. Vacation weeks may be scheduled to fall between an employee's regularly scheduled days off, and may encompass more than one shift.

Section 9. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

#### **ARTICLE 28 - HEALTH AND SAFETY**

Section 1. The City agrees to furnish and maintain in safe working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the immediate supervisors. The employees shall note with the logbook indicating the specific unsafe condition or practice in written form and date the logbook. It shall be the supervisor's responsibility to evaluate the unsafe condition. It shall further be the responsibility of the employee to care for all tools and equipment furnished by the City.

Section 2. Should the Union allege what it, in good faith, perceives as a failure of the City to comply with the above provision, such allegation may not be subject to the grievance procedure until the issue has attempted to be resolved by the Labor-Management Committee.

#### **ARTICLE 29 - INSURANCE**

The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract

under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. There shall be no reduction in benefit levels afforded by said plans unless by mutual agreement of the City and the Union.

Health Care Benefits

(1) Effective through March 31, 2014, employee healthcare benefits shall be consistent with the terms of the prior agreement. Effective April 1, 2014, the City shall provide health insurance benefits as summarized in the attached Medical Insurance Plan Design. (Addendum A).

Employee premium cost-sharing contributions for hospitalization, prescription, dental and vision coverage will be as follows:

Effective April 1, 2014:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO Plus (including Rx, dental and vision coverage)	12%	11%	16%	15%
HMO Health Ohio (including Rx, dental and vision coverage)	12%	11%	16%	15%
Kaiser (including Rx, dental and vision coverage)	12%	11%	16%	15%

Effective January 1, 2015:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
MMO Plus (including Rx, dental and vision coverage)	13%	12%	17%	16%
HMO Health Ohio (including Rx, dental and vision coverage)	13%	12%	17%	16%
Kaiser (including Rx, dental and vision coverage)	13%	12%	17%	16%

(2) The City shall have the discretion to implement and offer a voluntary, optional, high-deductible hospitalization plan for employees with benefit levels as outlined in Addendum B. If so implemented and elected, the premium rates shall be as follows:

	WELLNESS		NON-WELLNESS	
	Individual Coverage	Family Coverage	Individual Coverage	Family Coverage
Employee Premiums (including Rx, dental and vision coverage)	8%	8%	12%	12%

To qualify for the wellness premium contribution rates, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The screening can be attained either through a program offered by the City, at its option, or by

the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

- Height
- Weight
- Body mass index (BMI)
- Waist circumference
- Blood pressure

The screening shall also require a blood sample to measure:

- Total cholesterol
- High-density lipoprotein (HDL)
- Glucose
- Low-density lipoprotein (LDL) (available only with the fasting test)
- Triglycerides (available only with the fasting test)

The discount shall take effect the month following the employee's satisfaction of these screening requirements. The City shall establish the initial deadline in 2014 on which employees must satisfy the wellness survey/screening requirements. The City shall provide no less than thirty (30) days' advance notice of said deadline. Until such deadline is set, the "wellness" premium contribution rates shall apply.

No later than 150 days prior to expiration, the parties shall convene a labor management committee with no more than three (3) representatives from each party in order to discuss the possible application of health-oriented results to the Wellness Initiatives in the next contract.

(3) Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

(4) For all mental, nervous, and substance abuse treatment, in-patient and out-patient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

(5) The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.

Life Insurance

All regular full-time employees who have completed ninety (90) days continuous service with the City will be provided with a fifteen thousand dollar (\$15,000.00) group term life insurance benefit.

Dental Insurance

All regular full-time employees and dependents will be covered for dental care.

Medical Exams

Any employee who receives a significant exposure to bodily fluids as defined in Section 3701.24(a)(12) of the Ohio Revised Code or to hazardous materials shall receive appropriate medical testing which shall be paid for by the City if not otherwise paid by the employee's insurance or covered as part of Workers' Compensation Benefits.

Vision Insurance

The City will maintain a vision insurance plan for employees.

The City shall have the right to change insurance carriers provided benefits levels remain substantially the same.

**ARTICLE 30 - DRUG TESTING**

Section 1 - Policy Statement. Both the Union and the City recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees of the Police division. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education prevention and rehabilitation rather than termination.

Section 2 - Definitions.

(a) The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

(b) The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) The term “drug test” means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to a chain of custody procedures consistent with the United States Department of Transportation (“D.O.T.”) regulations.

(d) The term “Misuse of Alcohol” means the non-work related use or possession of ethyl, methyl or isopropyl alcohol in the workplace, or testing positive (as defined in paragraph (e)) for the presence of alcohol in an employee's system while at work.

(e) The term “Alcohol Test” means a test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath or .04275 grams or more by weight of alcohol per 100 milliliters of urine, shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the members personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

(f) "Voluntary Participation in a Dependency Program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the Medical Director and members of the Employee Assistance Unit and/or covered by the employee's insurance plan.

Section 3 - Notice and Education of Employees Regarding Drug/Alcohol Testing. There will be a thirty (30) day education and information period prior to the testing under this policy for employees.

All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

Section 4 - Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse. Employees may be tested for drug/alcohol abuse misuse during working hours under any of the following conditions:

(a) Where there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using alcohol or illegal drugs in violation of this policy. Two examples of where reasonable suspicion shall be deemed to exist are where there has been a

serious on-duty injury to an employee, or another person, the cause of which is otherwise unexplained, and where an employee, while driving a city vehicle, becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence of substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of abuse. A supervisor ordering an employee to take a drug/alcohol test shall give the Chief of Police, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons will be provided to the employee.

(b) For Random Testing. The term "Random Testing" means employees, during their normal tour of duty, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the members covered by the contract during a calendar year beginning January 1 (if testing commences later than January 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such test shall be reasonably spread throughout the year. Member(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. A member who is on a regularly scheduled day off, vacation day, already absent due to illness or injury, on Compensatory Time Off (approved before the member was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing.

(c) For Post-Accident Testing. An employee involved in any accident resulting in personal injury to that employee, or others, or one thousand dollars (\$1,000.00) or more of property damage.

(d) Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division.

(e) Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(f) During the one hundred twenty (120) day probationary period.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (e) above, the City shall instruct the officer that the results of the drug/alcohol test can result in termination from employment.

The City and the Union realize that there are duty related activities that certain employees must perform that may conflict with this policy. Employees who are engaged in these Departmentally authorized activities shall not be subject to the full scope of this policy.

Section 5 - Urine Samples. Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered, provided that under no circumstances will testing be unreasonably delayed if a Union representative is not promptly available.

Section 6 - Testing Procedure. The Laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- (i) Initial screening step, and
- (ii) Confirmation step.

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality. An employee

who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

Section 7 - Disciplinary Action.

(a) Drugs. Employees who as a result of being drug tested are found to be using illegal drugs shall be subject to dismissal. Employees who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit. Any employee found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

(b) Alcohol. An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to termination.

(c) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.

Section 8 - Right to Appeal. An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at Step 3 of the grievance procedure.

Section 9 - Voluntary Participation in a Dependency Program. Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a

treatment program supervised by the Medical Director and members of the Employee Assistance Unit and/or a program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Under provisions of GPO 25-85, neither the City administration, the Division of Police nor any unit or entity within shall have access to the program's files and records. However, the Chief of Police or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an out-patient as part of drug dependency rehabilitation. Also, upon written request of the participating officer, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Section 10. Illegal drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

#### **ARTICLE 31 - FMLA**

As appropriate, the City will designate an employee's use of paid and unpaid time as family medical leave consistent with the Family Medical Leave Act and with current City sick leave and leave of absence policies.

#### **ARTICLE 32 - HOURS OF WORK**

Section 1. The standard workweek for all employees shall be forty (40) hours. The workweek shall be computed starting at 12:01 a.m. Monday and end at 12:00 midnight the following Sunday.

Section 2. The standard workday shall be eight (8) hours per day inclusive of a one-half (1/2) hour lunch period per day unless, in the event of the implementation of a multiple-shift schedule, an employee is scheduled to more than eight (8) hours in a day due to a scheduled rotation from one shift to another.

Section 3. Except in cases of emergency, the City will provide fourteen (14) days' notice and discuss with the Union any change to the work schedule. If the City changes to a multi-shift operation, employees will be permitted to bid on shifts based on their job-classification seniority. However, the City may assign employees without regard to bidding such that at least one (1) senior Scientific Examiner (ten (10) years or more of experience selected on the basis of reverse seniority where there are no volunteers) and one (1) senior Fingerprint Examiner (five (5) years or more of experience selected on the basis of reverse seniority where there are no volunteers) are assigned to each shift and each workday.

Section 4. Employees shall be provided two (2) fifteen (15) minute break periods where working a shift of eight (8) hours or longer.

### **ARTICLE 33 - OVERTIME**

Overtime shall be defined as any time worked in excess of eight (8) hours in any twenty-four (24) hour period (except in the event a multiple-shift schedule is implemented and an employee works in excess of eight (8) hours during a twenty-four (24) hour period due to a scheduled rotation from one shift to another), or in excess of forty (40) hours in any work week, as defined. All paid holiday hours and paid vacation hours shall be counted as "time worked" for the purpose of computing overtime. Paid sick leave hours will not count as "time worked" for the purpose of computing overtime.

## ARTICLE 34 - CALL-IN/COURT TIME

Whenever an employee is called in to work at a time other than a time contiguous to his regular work schedule, he shall be guaranteed four (4) hours pay at an overtime rate, regardless of actual time spent.

## ARTICLE 35 - COMPENSATION

Effective April 1, 2013, there shall be a one percent (1%) wage increase and the following Step Schedule shall be implemented:

<b>Classification</b>		<b>2013 Step Schedule</b>
Fingerprint Examiner	Start	\$27,734.41
	After 1 Year	\$31,314.78
	After 2 Years	\$34,602.81
	After 3 Years	\$35,881.51
	After 4 Years	\$37,092.58
	After 5 Years	\$39,628.14
	After 6 Years	\$41,691.03

<b>Classification</b>		<b>2013 Step Schedule</b>
Scientific Examiner	Start	\$35,789.40
	After 1 Year	\$38,759.07
	After 2 Years	\$40,933.23
	After 3 Years	\$41,729.24
	After 4 Years	\$43,659.18
	After 5 Years	\$44,976.00
	After 6 Years	\$47,625.33
	After 7 Years	\$50,234.95
	After 8 Years	\$52,810.50
	After 9 Years	\$55,454.17
	After 10 Years	\$58,063.76
After 11 Years	\$60,614.57	

Effective on or about April 1, 2014, there shall be a two percent (2%) wage increase and the following Step Schedule shall be implemented:

<b>Classification</b>	<b>2014 Step Schedule</b>
Fingerprint Examiner	
Start	\$28,289.10
After 1 Year	\$31,941.08
After 2 Years	\$35,294.87
After 3 Years	\$36,599.14
After 4 Years	\$37,834.43
After 5 Years	\$40,420.70
After 6 Years	\$42,524.85

<b>Classification</b>	<b>2014 Step Schedule</b>
Scientific Examiner	
Start	\$36,505.19
After 1 Year	\$39,534.25
After 2 Years	\$41,751.89
After 3 Years	\$42,563.82
After 4 Years	\$44,532.36
After 5 Years	\$45,875.52
After 6 Years	\$48,577.84
After 7 Years	\$51,239.65
After 8 Years	\$53,866.71
After 9 Years	\$56,563.25
After 10 Years	\$59,225.04
After 11 Years	\$61,826.86

Effective on or about April 1, 2015, there shall be a two percent (2%) wage increase and the following Step Schedule shall be implemented:

<b>Classification</b>	<b>2015 Step Schedule</b>
Fingerprint Examiner	
Start	\$28,854.88
After 1 Year	\$32,579.90
After 2 Years	\$36,000.77
After 3 Years	\$37,331.12
After 4 Years	\$38,591.12
After 5 Years	\$41,229.11
After 6 Years	\$43,375.35

**Classification**  
Scientific Examiner

**2015 Step Schedule**

Start	\$37,235.29
After 1 Year	\$40,324.94
After 2 Years	\$42,586.93
After 3 Years	\$43,415.10
After 4 Years	\$45,423.01
After 5 Years	\$46,793.03
After 6 Years	\$49,549.40
After 7 Years	\$52,264.44
After 8 Years	\$54,944.04
After 9 Years	\$57,694.52
After 10 Years	\$60,409.54
After 11 Years	\$63,063.40

Step increases for employees hired after the execution of this Agreement will be based on successful completion of education/certification requirements established by the City. Employees who are in “unpaid leave” (other than FMLA or military leave), “suspended” or “layoff” status at the time this Agreement is executed shall not be entitled to uniform allowances or clothing maintenance allowances until and unless they return to “active” status.

Employees not at the top rate on the Scientific Examiner and Fingerprint Examiner schedules shall move up to the next step above their current salary on their yearly anniversary date.

Any Fingerprint Examiner receiving their certification in latent examination shall receive compensation at a rate two thousand dollars (\$2,000.00) above their applicable step.

Wage increases shall be effective: (a) During the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of a pay period. Employees may be paid by direct deposit or payroll debit card (as authorized by the employee), hand delivery (being issued the paycheck at the work site) during work shift or by direct mail.

**ARTICLE 36 - SHIFT DIFFERENTIAL**

In the event the City implements a multi-shift schedule, employees shall be provided a shift differential for the second and/or third shift as follows:

- 1<sup>st</sup> Shift      The majority of his/her normal hours of work falls after 7:30 a.m. and before 3:00 p.m.
- 2<sup>nd</sup> Shift      The majority of his/her normal hours of work falls after 3:00 p.m. and before 12:30 a.m., receives a shift premium of thirty-five cents (\$.35) per hour.
- 3<sup>rd</sup> Shift      The majority of his/her normal hours of work falls between 12:30 a.m. and 7:30 a.m., receives shift premium of thirty-five cents (\$.35).

**ARTICLE 37 - LONGEVITY**

Longevity is tenure with the City while in full-time pay status. Time in authorized leaves of absence shall be deducted for the purposes of computing the amount of employment. For an employee to be eligible to receive longevity pay in a given year, his/her longevity time must have been accumulated by March 1 of that year, and the employee must have been in a pay status at some time between January 2 and March 1 of that year.

All regular full-time employees shall receive longevity pay, as follows:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
after 5 years	\$300.00
after 10 years	\$475.00
after 15 years	\$575.00
after 20 years	\$750.00

**ARTICLE 38 - EDUCATION REIMBURSEMENT**

Employees will be provided the opportunity to request reimbursement for part or all of their continuing education costs for successful completion of approved educational courses or seminars in the areas of career enhancement. If the City grants a request for reimbursement, the money will be provided from the Law Enforcement Trust Funds.

### **ARTICLE 39 - CLOTHING ALLOWANCE**

The City shall provide an annual clothing maintenance payment of \$100.00 payable on March 1.

### **ARTICLE 40 - PERSONNEL FILES**

An employee shall, upon request, be permitted to review his/her Divisional personnel records file, except reference letters, in the presence of appropriate supervision and he/she may initial and date the contents found therein. Only copies of letters of discipline, evaluations and commendations shall be made available to the employee at the time of issuance. However, any materials in the employee's personnel record which have not been seen or signed by him/her or which are more than two (2) years old at the time discipline is being considered shall not be used against him/her. The signing of any materials to be placed in an employee's personnel record does not indicate agreement by the employee as to the contents of the material but does acknowledge he/she has seen it. An employee shall be entitled to give a written response, to be inserted in said employee's personnel file, for each item contained in the file with which the employee disagrees, including probationary and/or rating reports. For each item the employee shall be allowed to submit one (1) 8-1/2 x 11 page of comment relative to the disputed item.

### **ARTICLE 41 - TRAINING**

Employees who are required to use their private automobiles for any City business, including schools, seminars and conferences shall be compensated for such automobile use at the rate of Twenty-Eight Cents (\$.28) per mile. If out of town travel is required, employees shall be reimbursed for room and board, meals, etc., consistent with City policy upon submission of receipts documenting such expenses.

## **ARTICLE 42 - SEVERABILITY**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

## **ARTICLE 43 - MISCELLANEOUS**

The City shall pay the annual dues to job-related professional organizations of which the employees are members in good standing. Notices of dues shall be submitted by the employee and payment of said dues will be remitted by the employer in a timely manner.

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

Section 2. The City shall indemnify and defend employees regarding any lawsuit or claim filed against them for actions undertaken in the course and scope of their employment to the extent required by state law.

Section 3. An employee who is requested to process inmates for the jail can request the presence of a guard or police officer during the processing. Following such a request, an employee will not be required to process the inmate until either a guard or police officer is present.

## **ARTICLE 44 - PARKING TICKETS**

Employees who fail to pay moving violation fines and/or parking tickets and/fines received on City vehicles are authorizing the City to deduct the amount of fines from their pay once the administrative appeal process, if applicable, has been exhausted.

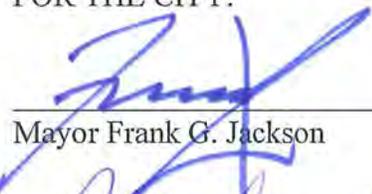
**ARTICLE 45 - DURATION**

Section 1. This Agreement shall become effective on April 1, 2013, and shall remain in full force and effect until March 31, 2016, unless otherwise terminated as provided herein.

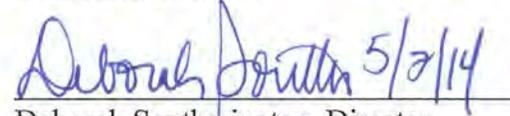
Section 2. If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement in accordance with the Ohio Revised Code and Ohio Administrative Code, as amended.

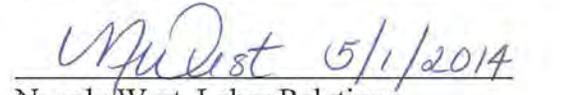
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and signed by their duly authorized Representatives and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_, Ohio.

FOR THE CITY:

  
\_\_\_\_\_  
Mayor Frank G. Jackson

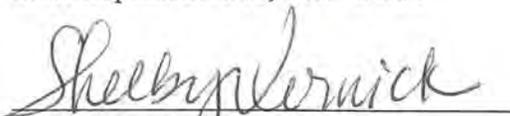
  
\_\_\_\_\_  
Barbara A. Langhenry, Director  
Department of Law

  
\_\_\_\_\_  
Deborah Southerington, Director  
Department of  
Human Resources

  
\_\_\_\_\_  
Nycole West, Labor Relations  
Manager, Department of Human Resources

FOR THE UNION:

  
\_\_\_\_\_  
Otto J. Holm Jr.  
Staff Representative, FOP/OLCI

  
\_\_\_\_\_  
Shelby Vernick

\_\_\_\_\_

\_\_\_\_\_

**HEALTH CARE ADDENDUM A**  
**CITY OF CLEVELAND**  
**MEDICAL INSURANCE PLAN DESIGN**

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

		<u>In-Network</u>
a.	Annual Deductible:	\$500 single \$1000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	90% - 10%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$1,250 single \$2,500 family
d.	-- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$30.00 Co-pay
e.	Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted) Non-Emergency use \$100.00 Co-pay plus 90% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Laboratory Tests (to age nine):	100% not subject to deductible
	Routine Mammogram (One, limited to an \$85 maximum per benefit period):	100% not subject to deductible

Routine Pap Test and Exam (One per benefit period): 100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period): 100% not subject to deductible

CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period): 100% not subject to deductible

Routine PSA Test: 100% not subject to deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period): 100% not subject to deductible

g. Out-of-Network varies by standard carrier design.

## II. HMO

The City will provide not less than two (2) HMO options.

	<u>In-Network</u>
a. Co-Insurance percentage:	90% - 10%
b. No deductible:	
c. Co-Insurance Annual Out-of-Pocket Maximum:	\$1,250 single \$2,500 family
d. Doctor and other treatment visits:	\$20.00 Co-pay replaces all \$10.00 Co-pays
e. Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted)
Non-Emergency use:	\$100.00 Co-pay plus 90% Co-Insurance

IV. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	\$10.00
Name Brand, Formulary	\$25.00
Name Brand, Non-Formulary	\$40.00

- b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

**Note: Coverage levels for out-of-network services will be as established by the carrier.**

## HEALTH CARE ADDENDUM B

### HIGH DEDUCTIBLE PLAN

		<u>In-Network</u>
a.	Annual Deductible:	\$1000 single \$2000 family
b.	Comprehensive Major Medical: (Co-Insurance percentage)	80% - 20%
c.	Co-Insurance Annual Out-of-Pocket Maximum (Excluding Deductible):	\$2000 single \$4000 family
d.	-- Doctor and other Office visits: -- Specialists:	\$20.00 Co-pay \$40.00 Co-Pay
e.	Use of Emergency Room:	\$100.00 Co-pay (Co-pay waived if admitted)
		Non-Emergency use \$100.00 Co-pay plus 80% Co-Insurance
f.	Wellness/Preventive Services:	
	Routine Physical Exam (One exam per benefit period):	\$20.00 office visit Co-pay, not subject to deductible
	Well Child Care Services including:	\$20.00 office visit Co-pay,
	Exam and Immunizations (to age nine, limited to a \$500 maximum per benefit period):	not subject to deductible
	Well Child Care Laboratory Tests (to 100% age nine):	not subject to deductible
	Routine Mammogram (One, limited 100% to an \$85 maximum per benefit period):	not subject to deductible
	Routine Pap Test and Exam (One per 100% benefit period):	not subject to deductible

Routine EKG, Chest X-ray, Complete 100% Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period): not subject to deductible

CA 125 (cancer screening), Cholesterol 100% Screening (Ages nine and over, one each per benefit period): not subject to deductible

Routine PSA Test: 100% not subject to deductible

Routine Endoscopic Services (including 100% Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period): not subject to deductible

g. Out-of-Network varies by standard carrier design.

**Note: Coverage levels for out-of-network services will be as established by the carrier.**

**SIDE LETTER – PART-TIME EMPLOYEES**

The parties agree to the part-time employment of employees Tina Stewart and Kristen Koeth. These part-time employees shall be members of the bargaining unit and continue to work in accordance with their current schedules, with the Union being notified in advance of any changes thereto. These two part-time employees shall be paid at the rate of \$20.42 per hour and receive the general wage increases applicable to full-time employees. These part-time employees will be entitled to and/or bound by all of the provisions of this Agreement except for the following Articles:

Article 19 – Sick Leave, Article 20 – Sick Leave Without Pay, Article 21 – Funeral Leave, Article 25 – Personal Holiday, Article 26 – Paid Holiday, Article 27 – Vacations, Article 29 – Insurance, Article 32 – Hours of Work, Article 35 – Compensation, Article 37 – Longevity, and Article 39 – Clothing Allowance

There shall be no retroactive application of the wage rate or any other terms or conditions identified herein.

Tina Stewart will be able to maintain her sick time banked at the time of her layoff, but per the above language cannot utilize the sick time nor accrue additional sick time while in part-time status.

The City agrees to provide advance written notice of any decision to hire additional part-time employees and to meet and confer with the Union prior to implementation.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

}  
} Case No(s): 12-MED-12-1414  
} (Scientific/Fingerprint Examiners)  
}

and,

CITY OF CLEVELAND,  
EMPLOYER.

}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Patrick Hoban, [pjh@zrlaw.com](mailto:pjh@zrlaw.com)