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AGREEMENT

BETWEEN THE

CITY OF EASTLAKE

AND THE

FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.

SERGEANTS
LIEUTENANTS

Effective January 1, 2014, through
December 31, 2016

STATE EMPLOYMENT
RELATIONS BOARD
2014 AUG -6 PM 2: 28

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is hereby entered into by and between the City of Eastlake, Ohio, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P."

Section 2. Purpose/Intent. In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among other things, the following:

1. to recognize the interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;

2. to promote fair and reasonable working conditions;

3. to promote individual efficiency and service to the citizens of the City of Eastlake;

4. to avoid interruption or interference with the efficient operation of the Employer's business; and

5. to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1
RECOGNITION

Section 1. Included. The Employer hereby recognizes the F.O.P. as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the classifications of Sergeant and Lieutenant.

Section 2. Excluded. All other employees of the Employer, including all part-time, seasonal, temporary, management, confidential, professional, and supervisory employees, are excluded from the bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. The F.O.P. agrees that all of the functions, rights, powers, responsibilities and authority of the employer in regard to the operation of its work and business and the direction of its work force which the Employer through its appropriate agent has not specifically abridged, deleted, granted or modified by the express written provisions of this agreement are, and shall remain, exclusively those of the Employer.

Section 2. Not by way of limitation, but to only illustrate the types of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, transfer, discipline, suspend, and discharge employees;

2. determine the number of persons required to be employed, laid off or discharged;

3. determine the qualifications for of employees covered by this Agreement;

4. determine the starting and quitting times and the number of hours to be worked by its employees;

5. make any and all rules and regulations;

6. determine the work assignments of its employees;

7. determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement;

8. determine the type of equipment used and the sequence of work processes;

9. determine the making of technological alterations by revising either process or equipment, or both;

10. determine work standards and the quality and quantity of work to be produced;

11. select and locate buildings and other facilities;

12. establish, expand, transfer and/or consolidate work processes and facilities;

13. consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or effect or change in any respect the legal status, management, or responsibilities of such property, facilities, processes or work; and

14. terminate or eliminate all or any part of its work or facilities.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEES

Section1. Membership. All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union. Those employees not electing to hold membership in the Union shall remit a fair share fee.

Section 2. Dues Deduction. The Employer shall deduct F.O.P. initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made from the second paycheck of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee will be working during that subsequent pay period. The Union shall

defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 3. Fair Share Fee. Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of ORC 4117.09(c). The FOP/OLC warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with the applicable state and federal legal standards. Disputes over the amount of fair share fee are processed under the Union's internal rebate reduction procedure and are not subject to the grievance procedure.

Section 4. Deduction Lists. The Employer will supply to the F.O.P. a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the F.O.P. within fifteen (15) days from the date of the deductions.

Section 5. The F.O.P. hereby 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 shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 4
NO-STRIKE/NO LOCKOUT

Section 1. No Strike. The F.O.P. hereby affirms and agrees that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 2. In addition, the F.O.P. shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the F.O.P. shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the F.O.P., and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the F.O.P. indemnifying and holding the Employer harmless from any and all costs arising from the violation of this article.

Section 4. Discipline. It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer.

Section 5. No Lockout. The Employer agrees that it shall not lockout any employee(s).

ARTICLE 5
NON-DISCRIMINATION

Section 1. The Employer and the F.O.P. agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, union activity, military status, genetic history, or disability.

Section 2. Union Membership/Activity. The parties expressly agree that membership in or activity on behalf of the F.O.P. is at the option of the employee and that they will not discriminate based on activity or with respect to representation between members and non-members.

Section 3. Gender and Plural. 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 gender 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 6
F.O.P. REPRESENTATIVES

Section 1. Selection. The F.O.P. shall be allowed to select up to three (3) representatives and an alternate representative for each to act during the representative's absence.

Section 2. Notification/Changes. The F.O.P. shall notify the Employer in writing as to whom is selected as a representative or alternate representative. Only those specified as representatives or staff representatives shall be authorized to represent the F.O.P. in its business with the Employer. The F.O.P. shall be allowed to change employees serving as representatives at its pleasure, providing that the Employer is kept informed of any such changes.

Section 3. The Employer agrees that it will not transfer any representative from one shift to another due to the employee being selected as an F.O.P. representative.

ARTICLE 7
SENIORITY

Section 1. Total Seniority. Total seniority is the length of accumulated, uninterrupted, full-time service as a sworn police officer of the City of Eastlake, Ohio, calculated from the date sworn in. If more than one (1) officer is sworn in on the same date, the officer standing higher on the civil service list shall be considered senior.

Section 2. Classification Seniority. Classification seniority is the length of accumulated, uninterrupted, full-time service as a sworn police officer in a specific classification represented by the F.O.P. (i.e., police officer, sergeant, etc.).

Section 3. Seniority is interrupted through voluntary resignation, termination of employment,

layoff in excess of twenty-four (24) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days.

ARTICLE 8
WORK RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. Suggestions as to the improvement or modification of work rules and regulations may be referred to the Labor-Management Committee.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of this Agreement, and that work rules and regulations shall be administered as equitably as reasonably practical. If the Union feels that a rule or regulation violates the parties' Agreement, it may file a grievance.

ARTICLE 9
LAYOFF AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Eastlake Municipal Civil Service Commission governing work force reductions.

Section 2. Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth. The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force is to occur, it shall occur by total seniority within the affected classification. Total seniority is computed as the length of accumulated, uninterrupted, full-time service as a sworn police officer within the City of Eastlake Police Department from the date of swearing in. The member with the least amount of total seniority within the affected classification shall be reduced first.

Where a position above the rank of patrolman is subject to layoff or reduction, the sworn officer residing in a higher classification (e.g., sergeant, lieutenant, etc.) may utilize his total seniority to displace a member with less total seniority residing in a lower classification so that the member with the least amount of total seniority in the affected classification would be reduced.

Section 4. Recall. Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

Section 5. Notice for Subcontracting Reductions. In the event the Employer contracts out work to a private contractor that causes a layoff of bargaining unit employees, the Union shall be notified at least thirty (30) calendar days in advance of any layoff, if possible.

Section 6. Subcontracting Reductions. The Employer will attempt to minimize the number of employees to be laid off by transitioning as many affected employees into other Employer operations as reasonably practical. It is agreed and understood that ultimately, a layoff of bargaining unit employees can result from the Employer's decision to contract out work to a private contractor.

ARTICLE 10
DISCIPLINARY PROCEDURE

Section 1. No non-probationary employees shall be reduced in pay or position (including working suspensions), fined, suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.

2. Written reprimand.

3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper suspension).

5. Demotion.

6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for

the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, absence without leave, substance abuse, violation of City or department work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, may be cause for disciplinary action.

Section 3. Progressive Discipline. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Notice of Investigation. An employee under investigation for alleged misconduct, where the underlying facts of the investigation do not carry potential criminal implications, shall be given a written notice stating the specific reason(s) for the investigation, including times, dates and places where possible within fourteen (14) calendar days of the Employer having knowledge of the event. The written notice shall be served on the employee personally or by registered or certified mail, return receipt requested.

Section 5. Investigatory Interviews. Where an employee is to be interviewed in connection with an internal investigation, he shall be permitted Union representation. The employee shall also be given twenty-four (24) hours advance notice of the interview and informed of the subject matter prior to the interview beginning.

Unless operational/investigatory needs require otherwise, questioning will be conducted at hours reasonably related to the employee's shift. In the event that the City records the interview, the employee will be provided with a copy of the recording or transcript upon request, provided that such materials constitute a public record under the Ohio Public Records Law. During the course of the interview, if the employee refuses to answer questions and the refusal will form the basis for disciplinary charges, he shall be informed of that fact.

Section 6. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within seventy-two (72) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 7. Employee Rights. All employees shall have the following rights as part of the disciplinary procedure:

A. An employee has the right to object by filing a grievance pursuant to the grievance procedure contained herein.

B. The employee is entitled to Union representation at every step of the procedure.

C. No employee shall be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of the exercise of his right under this procedure.

Section 8. Administrative Leave. An employee may be placed on administrative leave with pay pending the imposition of discipline. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 9. Records of Discipline. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twenty-four (24) months
Suspensions, Fines, Reductions	twenty-four (24) months

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Every employee or the exclusive representative shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of this Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

a. **Grievance** - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement

b. **Aggrieved party** - The "aggrieved party" shall be defined as only any employee or group

of employees within the bargaining unit actually filing a grievance.

c. **Party in interest** - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d. **Days** - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and Holidays, as provided for in this Agreement.

Section 3. Procedure Generally. The following provisions shall apply to the administration of all grievances filed under this procedure.

a. **Grievance Contents**. All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and redress sought by the aggrieved party.

b. **Decisions**. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if requested by the aggrieved party.

c. **Group Grievances**. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

d. **Preparation/Processing During Work Time**. The preparation and processing of grievances shall be conducted during non-working hours.

e. **Informal Discussion/Settlement**. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration of the Police Department and having said matter informally adjusted without the intervention of the F.O.P., provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f. **Representation**. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.

g. **Exclusive Enforcement Mechanism**. This Grievance Procedure, hereby established, shall be the sole and exclusive procedure for the resolution of disputes regarding the enforcement of this Agreement.

h. **Time Limits**. The time limits provided herein will be strictly adhered to, and any

grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the Union shall have the right to move the grievance to the next step within the applicable time limitations. If the grievant/Union fails to appeal a grievance to the next step within the applicable time limitations, the grievance shall be resolved. The time limits specified for either party may be extended only by written mutual agreement. Grievances resolved based on the failure of a party to act shall not be considered to set precedent for future grievances over the same subject and may be re-filed based on a new occurrence.

i. **Limitations of Grievance Procedure**. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement

Section 4. Procedure. All grievances shall be administered in accordance with the following steps of this Grievance Procedure:

Informal Step. An employee, who believes he may have a grievance, shall attempt to resolve the dispute informally by notifying his shift supervisor and/or shift commander. The shift supervisors and/or shift commander will schedule an informal meeting with the employee to discuss the issue with the objective of resolving the matter informally.

Step 1. Department Head/designee. If the dispute is not resolved informally, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief of Police/designee within ten (10) days of the occurrence of the facts giving rise to the grievance. Upon receiving the grievance, the Chief of Police/designee shall schedule a meeting to evaluate the grievance. Within five (5) days of that meeting the Chief shall issue a written decision on the grievance and send a copy of that decision to the grievant and the Union.

Step 2. Mayor/designee. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1 or the Chief of Police/designee fails to render a timely decision, a written appeal of the grievance may be filed with the Mayor/designee within five (5) days from the date of the rendering of the decision at Step 1 or the timely default of the Chief of Police. Copies of the written decision(s), if any, shall be submitted with the appeal. The Mayor/designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one, and such other persons deemed necessary by the Mayor/designee. The Mayor/designee shall issue a written decision to the employee and a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 12
ARBITRATION PROCEDURE

Section 1. Time Limits. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the F.O.P. may submit the

grievance to arbitration.

Section 2. Selection of the Arbitrator. Within five (5) days of a timely request being submitted, the moving party shall request the American Arbitration Association (AAA) to provide a panel of seven (7) arbitrators from Ohio who are members of the National Academy of Arbitrators. The moving party is responsible for the costs of the requested list.
The parties shall select an arbitrator within ten (10) working days of receipt of the list by each party striking unacceptable names from the list and ranking the remaining names in order of preference and returning the list to AAA. The parties agree that each party may reject one (1) list in its entirety. The time limits may be extended at the request of either party for a period not to exceed seven (7) working days. In the event that either party rejects a list, or AAA is unable to appoint an arbitrator from the ranked lists, another list shall be supplied. There shall be no automatic appointment from AAA. AAA shall appoint an arbitrator based upon the rankings of the parties. Notwithstanding the above, the parties may mutually agree to the appointment of a specific arbitrator from the roster of AAA arbitrators (National Academy of Arbitrators), and in such case shall notify AAA in writing of said mutual selection. Any charges for an additional list shall be borne by the party rejecting the last list, or split equally if the need for another list is caused by the inability of AAA to appoint due to the rankings of the parties. The selected arbitrator shall schedule the arbitration hearing promptly.

Section 3. Authority of the Arbitrator. 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 requiring the commission of any act prohibited by law or to make any award that is contrary to law or violates any of the terms and conditions of this Agreement.

Section 4. Number of Grievances Heard. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 5. Procedural Rules. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 6. Fees/Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. If, however, the arbitrator renders a split decision, the fees and expenses shall be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 7. Decision. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 8. Indemnification. The F.O.P. agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided in the Grievance and Arbitration Procedures herein contained.

Section 9. Grievance Limitations. By the creation of the Grievance and Arbitration Procedures herein contained for the processing of grievances, as defined in Article 11, Section 2 (a), the Employer or its agent is precluded from creating or maintaining any other grievance procedure for "non-contract grievances," unless such grievance procedure conforms to paragraph 40.04 or any non-conformance have been approved of by the respective parties' negotiating committees. Notwithstanding the provisions of this paragraph, no "grievance" outside the definition of Article 11, Section 2 (a), will be eligible for arbitration.

ARTICLE 13
PROBATIONARY PERIOD

Section 1. Promotional Probationary Period. All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, providing such discretion is not exercised in an arbitrary or capricious manner, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 2. Re-Employment. If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of section 1.

ARTICLE 14
LABOR MANAGEMENT COMMITTEE

Section 1. Purpose. The Employer and the F.O.P. agree that certain subjects are not appropriate subjects for formal negotiations, but may need to be discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

Section 2. Composition. Two (2) representatives of the Employer and not more than two (2) representatives appointed by the F.O.P. shall serve on this Committee. Meetings shall be held on a quarterly basis at a mutually convenient time. Such meetings shall be held in executive session.

Section 3. The Labor-Management Committee shall not be used to bypass the normal chain of command unless the problems are unable to be solved at the departmental level or have been previously addressed at the departmental level without any solution.

ARTICLE 15
PERSONNEL FILES

Section 1. Access. Within three (3) workdays of submitting a written request for review, employees shall be allowed to examine their personnel file. Requests shall be directed to the Chief of Police.

Section 2. Review. The time for reviewing the file shall be determined by the Chief, except that

the time shall be during regular office hours. The Chief or his designee shall be present during the review.

Section 3. Clarification. Employees will be allowed to submit written explanations or rebuttals to any inaccuracies of documents contained in the file, which written explanation shall remain in the file.

Section 4. Notification of File Request. The Employer agrees to notify individual bargaining unit members, as soon as practicable, whenever a public records request has been made for one of their personnel files or a file has been subpoenaed. Notification shall include the source of the inquiry, if known, the reason for the inquiry, if known, and any written documentation of the request, if it exists.

ARTICLE 16
PERFORMANCE EVALUATIONS

Section 1. All performance evaluations shall be presented to and discussed with the affected employee. The employee shall sign the evaluation to attest that he has seen the evaluation. The employee shall be allowed to submit a written statement agreeing with or objecting to the evaluation or any of the evaluation's portions. Should an employee elect to submit such a statement, the statement shall be attached to the evaluation report and placed in the employee's personnel file. Should an employee request a copy of his evaluation, he shall be provided with a copy.

Section 2. The parties agree that the Employer may review or inquire into an employee's performance related to investigative and enforcement techniques, reports, attitude, or other duty-related activities. Such review or inquiry shall not be deemed to be disciplinary in nature.

ARTICLE 17
PROMOTIONS

Section 1. All promotions from the position of Sergeant to Lieutenant, or Lieutenant to Chief shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

Section 2. Scoring. The promotion process shall consist of the following steps:

a. A competitive written examination accounting for 40% of the total promotion score.

b. Assessment center conducted by the Ohio Chiefs of Police Association which will account for 60% of the total promotion score.

Section 3. Written Exam/Eligibility. The competitive written examination shall be administered by the Eastlake Civil Service Commission. Those eligible for the position of Lieutenant shall have completed two (2) full years in the rank of Sergeant as of the date of the written examination. Those eligible for the rank of Chief shall have completed their six (6) month probationary period as of the date of the written examination. Seniority points shall be

awarded only upon the achievement of a passing score of seventy percent (70%) on the written examination. Seniority points awarded shall only be based on full years of service as of the date of the written examination.

Section 4. Oral Interview/Assessment. Upon certification of the written exam scores, the Chief of Police shall contact the Ohio Chiefs of Police Association within ten (10) working days to schedule an assessment center at their earliest convenience. All applicants achieving a passing score of seventy percent (70%) shall then be submitted to the assessment process.

Section 5. Certification of Test Results. Upon receipt of both scores, a Certification Board consisting of the Safety Director, the Chief of Police, and one Sergeant and a local Union associate, each to be selected by the bargaining unit, will verify all scores as true and accurate and publish a promotional list ranking from highest total score to lowest total score. All promotions shall be made in that order while the list remains valid. The promotional listing ranking shall expire two (2) years from the date the Chief of Police receives the scores from the Certification Board.

Section 6. Certification Board Selection. The members of the bargaining unit shall select its representatives by whatever means they choose within five (5) days of the certification of the results of the written examination. A person selected to be on the Certification Board cannot refuse the appointment.

ARTICLE 18
MEDICAL EXAMS

Section 1. Annual Medical Exams. All employees shall be required to take an annual medical exam (physical) to certify that he is in sufficiently good medical health to perform the normal duties of a Police Officer. The physician shall be appointed and paid by the Employer. The employee and the Employer shall be provided with the results of the exam on the form provided by the Employer.

ARTICLE 19
DRUG/ALCOHOL TESTING

Section 1. Drug/Alcohol screening/testing may be conducted at times of pre-employment physical, post accident, randomly pursuant to City of Eastlake Policy on Drug Testing, and upon reasonable suspicion.

Section 2. All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy or other reliable confirmation of any positive initial screening.

Section 3. Drug/alcohol screening tests shall be given to employees to detect the illegal use of a controlled substance, as defined in the Ohio Revised Code and/or prohibited levels of substance use as set forth in applicable statute, regulation, or policy. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-

mass spectrophotometry or other reliable method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. The test shall be given the same evidentiary value as the two (2) previous tests.

Section 4. Investigation/Discipline. Upon the findings of a positive test result for an illegally controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine the circumstances surrounding the positive test. Upon the conclusion of such investigation, the Employer may take disciplinary action.

Section 5. Rehabilitation/Follow-Up Testing. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic testing at the discretion of the Employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification program will not lose any seniority or previously accrued benefits, should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 6. Failure to Complete Rehabilitation/Subsequent Positive Tests. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or he tests positive any time within two (2) years after his return to work upon the completion of the program of rehabilitation, such employee shall be subject to disciplinary action.

Section 7. Testing Costs. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

Section 8. Refusal to Test. No drug/alcohol testing shall be conducted without the authorization of the Department Head/designee. If the Department Head/designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so shall be considered insubordination and may result in disciplinary action up to and including termination. An employee refusing a drug/alcohol test shall be considered to have tested positive, and if not terminated for insubordination, will be subject to the same reinstatement and testing requirements as if a positive test had occurred.

Section 9. The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 20
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances. The employee shall be disciplined or discharged.

Section 2. Confidentiality. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 3. Discipline. This article shall not operate to limit the Employer's right to discipline, or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions.

Section 4. Contractual Rights. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE 21
PART-TIME OFFICERS

Section 1. Ranking Officer Functions. The Employer agrees that part-time officers will not be used for ranking officers.

Section 2. The parties agree to utilize the labor-management committee as set forth in Article 14 herein, upon the written request of either party, to discuss matters involving the integration of part-time employees into the police force. For this purpose, the committee shall be comprised of two (2) union representatives from the patrol bargaining unit and two (2) representatives from the rank bargaining units and the Employer may have up to four (4) representatives.

ARTICLE 22
HOURS OF WORK/OVERTIME

Section 1. Work Week/Work Hour Adjustments. This article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to reduce the hours of work, the Employer will meet with the Union and discuss the situation and attempt to reach an agreement on the action to be taken. If it becomes necessary to make other hour changes, the Employer will notify the Union in writing seven (7) calendar days prior to implementing said changes. Changes in hours of work resulting from snowfall or other unusual situations shall not require prior notification to the Union.

Section 2. Normal Work Week. The normal work week for regular full-time employees shall

be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day.

Section 3. Contractual Overtime/FLSA Overtime. The parties acknowledge that for purposes of overtime pay, contractual overtime shall be paid in accordance with the parties' agreement and FLSA overtime shall be paid in accordance with the Fair Labor Standards Act. For purposes of FLSA compliance, the Employer utilizes an FLSA compliant 207(k) schedule consisting of one hundred seventy-one (171) hours worked during a twenty-eight (28) day cycle for the payment of FLSA overtime.

Section 4. Contractual Overtime. Bargaining unit members will be entitled to receive pay at one and one-half (1 1/2) times their base hourly rate or one and one-half (1 1/2) times compensatory time for all hours worked in excess of the employee's normally scheduled workday or all hours worked in excess of the employee's normally scheduled work week. There shall be no pyramiding of overtime payments. This rate shall exclude all work specified or similar to the work described in paragraph 2.

Section 5. Court and Other Time. Employees who are required to appear in court shall receive a four (4) hour minimum, and employees whose appearance is required for re-certifications, qualifications, or administrative hearing(s) as approved by the Chief, shall receive a two (2) hour minimum, or one and one-half (1 1/2) times the actual time spent at such functions or compensatory time as requested by the employee. Employees who are assigned to units whose appearance is subject to call-outs shall receive a three (3) hour minimum, or one and one-half (1 1/2) times the actual time spent at such functions or compensatory time as requested by the employee.

Section 6. Training Compensatory Time. Roll call, voluntary training, departmental meetings and other administrative functions shall be paid with straight time (i.e., non-FLSA) compensatory time. Mandatory training shall be paid at one and one-half (1 1/2) times the actual time spent at such training in compensatory time. Employees shall not be required, but may flex or alter their schedules with less than two (2) weeks notice, except in the event of an emergency or for medical reasons having duration of five (5) days or more.

Section 7. FLSA Compensatory Time. Compensatory time may be accumulated to a maximum of one hundred sixty (160) hours to be taken off at a future date, providing that the use of compensatory time is approved of in advance by the employee's supervisor and does not pose an undue hardship on the operations of the Employer. The use of compensatory time shall not be denied for the sole purpose of imposing discipline.

Section 8. Compensatory Time Liquidation. Employees shall have the option of cashing in FLSA comp time earned at a time-and-a-half rate during the calendar year. In addition, employees may cash up to an additional one hundred twenty (120) hours of non-FLSA comp time earned at straight time. This may be adjusted to coincide with federal legislation.

ARTICLE 23
SALARY SCHEDULE

Section 1. Base Salaries and Wages. Wage rates are attached and appended as Appendix A.

Section 2. The parties agree that either party may reopen negotiations for the purpose of renegotiating wages for calendar year 2016 by submitting written notice to the other party between September 15 and September 30, 2015.

ARTICLE 24
INSURANCES

Section 1. Medical/Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding levels of coverage, but the City shall make the final determination if a consensus is not reached. The Employer shall be able to change insurance carriers or self-insure, providing the benefits are comparable to existing benefits.

Section 2. Liability Insurance. The Employer shall carry liability insurance coverage for employees operating within their scope of employment, as long as such coverage is reasonably available.

Section 3. Contribution Rates. Effective January 1, 2014, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage under the applicable plan, without reimbursement by the City of co-pays or deductibles.

Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 4. Insurance Opt-Out. Any employee who elects to obtain health care coverage through another source other than the City of Eastlake, with presenting proof of such coverage, will receive two hundred dollars ($200.00) per month who is eligible for the family plan, one hundred fifty dollars ($150.00) per month who is eligible for the two party plan, and one hundred dollars ($100.00) per month who is eligible for the employee only plan.

Section 5. Insurance Committee. The parties agree that in their continued efforts to reduce hospitalization medical costs, an Employer-Wide Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually. If the Committee obtains a plan more favorable to employees than the plans to be in effect on April 1, 2005, at a cost acceptable to the Employer, such plan, at the Employer's discretion, may be substituted for the then current plan.

Section 6. Exposure Related Testing. Due to the hazard of bloodborne pathogens and infectious disease exposure to police officers who respond to emergency medical and hazardous materials incidents, and as a result of the State of Ohio Workers' Compensation Plan not allowing a worker's compensation claim for exposure only, the City agrees to pay for blood testing and related treatment necessary to determine if an infectious disease has been contracted. If an infectious disease has in fact been contracted due to a work-related incident exposure, the claim will then be submitted to the Ohio Bureau of Workers' Compensation for determination of allowance and subsequent benefits.

ARTICLE 25
FIREARMS PROFICIENCY

Section 1. Annual Qualification. Annually and in accordance with the standards set forth in Ohio Revised Code Section 109.801 et. seq., all bargaining unit members shall be required to complete an approved Firearms Re-qualification Program consistent with requirements of the Ohio Revised Code and Regulations issued pursuant thereto.

ARTICLE 26
UNIFORM MAINTENANCE ALLOWANCE

Section 1. Annual Allowance. Employees who have completed one (1) year of employment shall have an annual uniform and or equipment maintenance allowance in the amount of eight hundred seventy-five dollars ($875.00) for 2008, nine hundred twenty-five dollars ($925.00) for 2009, and nine hundred seventy-five dollars ($975.00) for 2010. Payment will be made on a reimbursement basis by receipts or purchase orders submitted in a timely manner to the Finance Department.

Section 2. Damaged Uniforms/Equipment. Any uniforms and required and approved equipment damaged in the line of duty, through no negligence of the employee, shall be replaced by the Employer.

Section 3. Uniform Changes. If the Employer initiates any change in the mandatory uniform or equipment, the employee shall have up to eighteen (18) months from the date of the ordered change to comply with the uniform or equipment change. The Employer shall provide the initial change in uniform and/or equipment if the cost of the changed item is one hundred dollars ($100.00) or more.

Section 4. Allowance for New Hires. Newly hired employees shall receive a uniform and/or equipment allowance of five hundred dollars ($500.00) plus a pro rata share of the annual uniform and/or equipment allowance. Payment will be made on a reimbursement basis by receipts or purchase orders submitted in a timely manner to the Finance Department. If the employee fails to complete his probationary period, the Employer may deduct all uniform allowances paid from the employee's paycheck.

Section 5. Vests. Employees shall be provided with a protective vest. Those employees that currently have a vest shall receive a replacement vest at the manufacturer's recommended

replacement date. The vest shall be worn as directed by departmental policy. The Employer and members of the Union will mutually select a vest or vests that shall be available for purchase/issue.

ARTICLE 27
EDUCATIONAL PAY

Section 1. Training Certificate. Any employee who has received a Training Certificate attesting to the satisfactory completion of all law enforcement courses offered towards an Associate's Degree in Law Enforcement shall receive additional pay in the amount of fifty dollars ($50.00) per month.

Section 2. Associate's Degree. Any employee who has received an Associate's Degree in Law Enforcement shall receive additional pay in the amount of one hundred dollars ($100.00) per month.

Section 3. Bachelor's Degree. Any employee who has received a Bachelor's Degree in Law Enforcement or a related degree as approved by the Chief of Police shall receive one hundred fifty dollars ($150.00) per month.

Section 4. Educational Assistance. Any employee may request a non-interest bearing loan for tuition and book expenses for job-related educational purposes. Said loan will be paid through regularly scheduled payroll deductions.

ARTICLE 28
SHIFT DIFFERENTIAL

Section 1. Afternoon Shift. Bargaining unit members working the afternoon shift shall receive an additional thirty cents ($.30) per hour.

Section 2. Night Shift. Bargaining unit members working the night shift shall receive an additional fifty cents ($.50) per hour.

Section 3. Overtime Work. A bargaining unit member required to work overtime that would cause him to work into the afternoon shift or into the night shift will receive the respective shift differential in addition to overtime payments.

ARTICLE 29
LONGEVITY

Section 1. All employees will be awarded longevity payments at the rate of one hundred dollars ($100.00) for each year of full time service, commencing on the employee's fifth (5th) anniversary date of full time service. At that time, the employee will become entitled to a sum of five hundred dollars ($500.00), which will be divided by 2,080, and such calculated amount shall be included with the employee's regular hourly rate for all hours paid, excluding those hours worked on an overtime basis. Employees with more than five years of full time service shall be entitled to the appropriate amount as specified in the longevity schedule. Longevity shall

continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5th Anniversary	$500 (.24)	16th Anniversary	$1,600 (.77)
6th Anniversary	$600 (.29)	17th Anniversary	$1,700 (.82)
7th Anniversary	$700 (.34)	18th Anniversary	$1,800 (.87)
8th Anniversary	$800 (.38)	19th Anniversary	$1,900 (.92)
9th Anniversary	$900 (.43)	20th Anniversary	$2,000 (.97)
10th Anniversary	$1,000 (.48)	21st Anniversary	$2,100 (1.01)
11th Anniversary	$1,100 (.53)	22nd Anniversary	$2,200 (1.06)
12th Anniversary	$1,200 (.58)	23rd Anniversary	$2,300 (1.11)
13th Anniversary	$1,300 (.63)	24th Anniversary	$2,400 (1.15)
14th Anniversary	$1,400 (.67)	25th Anniversary & Beyond	$2,500 (1.20)
15th Anniversary	$1,500 (.72)		

Section 2. All employees upon reaching their next anniversary date subsequent to the effective date of this article, shall receive the amount specified, which is applicable to them, and each year thereafter, as appropriate.

Section 3. In addition to Section 1 of this Article, as of January 1, 2014, all full-time employees will be awarded longevity payments for each year of continuous full-time service commencing on the employee's 1st anniversary date of full-time continuous service. Based on the below listed longevity schedule, fifty (50%) percent of the longevity in this Section shall be paid in the payroll period in which the employee's anniversary date is paid and the balance paid in the next regularly scheduled payroll.

5th Anniversary	$375	13th Anniversary	$1,375
6th Anniversary	$375	14th Anniversary	$1,375
7th Anniversary	$375	15th Anniversary	$2,375
8th Anniversary	$375	16th Anniversary	$2,375
9th Anniversary	$375	17th Anniversary	$2,375
10th Anniversary	$1,375	18th Anniversary	$2,375
11th Anniversary	$1,375	19th Anniversary	$2,375
12th Anniversary	$1,375	20th Anniversary & Beyond	$3,375

Section 5. Prior to the complete execution of this contract, if an employee's 2014 anniversary has already occurred, then the payment due the employee in 2014 under Section 4 of this Article will be made in the second regular pay processed after the contract is executed.

Section 6. Prior to the complete execution of this contract, if in 2014 an employee cashes in vacation, then:

A. The amount of vacation cashed out will be deducted from the amount due the employee under Section 4 of this Article.

B. If the amount of vacation cashed out in 2014 exceeds the amount due the employee under Section 4 of this Article, then the excess amount will be

deducted from future amounts due the employee under Section 4 of this Article.

C. If an employee leaves the employ of the City of Eastlake, then any excess amounts still owing to the City under this Section will be deducted from an employee's final pay.

D. Employees will be credited back all vacation hours that were deducted due to vacation cash out in 2014.

ARTICLE 30
ROLL CALL TIME

Section 1. Employees shall be awarded one-quarter (1/4) hour of time for roll calls at the beginning of each shift. This time shall be paid in compensatory time on a straight time basis.

ARTICLE 31
SICK LEAVE

Section 1. Accrual. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours actually worked, excluding overtime, injury leave and extended sick leave. Extended sick leave should be understood to mean forty (40) continuous hours or more.

Section 2. Usage. Sick leave shall be defined as an absence with pay necessitated by the illness or injury of the employee, or serious illness, injury, or death in the employee's immediate family.

Section 3. Notification. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore before the start of his work day each day he is absent, unless the absence is expected to be for more than three (3) days, where the employee will then give the Employer an approximate date of his return to work.

Section 4. Minimum Usage Increments. Sick leave may be used in segments of not less than one (1) hour. In the case of doctor and dental appointments the employee should give the Employer notice of such appointment twenty-four (24) hours before the start of the work shift affected.

Section 5. Documentation. An employee absent for more than three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless such report is waived by the Department Head.

Section 6. Failure to Provide Satisfactory Documentation. If an employee fails to submit adequate proof of illness or injury upon request or in the event that upon proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. Satisfactory evidence is defined as a note requiring absence from work from a physician

Section 7. Patterned Absence. Any abuse or patterned use of sick leave (e.g., for purposes

other than due to illness or injury, or in conjunction with days off on a regular basis, etc.) shall be sufficient cause for discipline as may be determined by the Employer.

Section 8. Employer Required Examination. Upon the expected return to work of an employee from an absence due to personal illness or injury and an issue is raised as to the employee's fitness to perform the required work, prior to and as a condition of his return to work, the Employer may require the employee to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to work will not jeopardize the health and safety of other employees.

Section 9. Conflicting Physician's Opinions. Should there be a conflict between the employee's physician and the Employer's physician over an opinion concerning the employee's ability to return to work, a third physician will be chosen by mutual agreement between the Employer and the F.O.P., who shall examine the employee and decide the matter in question. This jointly appointed doctor shall be paid by the Employer and the F.O.P., with his fee being shared equally by the parties.

Section 10. Immediate Family Defined. When the use of sick leave is due to an illness in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child or any other relative residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, half-brother, half-sister, or other person residing with the employee at the time of death.

Section 11. Notification. All employees shall be notified in writing each year of the amount of accumulated sick leave possessed by such employees.

Section 12. Sick Leave Conversion.

A. Upon the normal retirement disability retirement, or normal death of a full-time employee hired on or before June 1, 2011, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive cash payment equal to his hourly rate of pay at the time of retirement or death based on the following schedule. All hours of sick time that an employee earns over the 1,344 hour figure will be paid at the rate of twenty percent (20%) of all hours in excess of 1,344.

Length of Service	Percentage of 1,344 Hours
10 to 12 years	25%
13 years or more	50%

B. Upon the normal retirement, disability retirement, or death of a full-time employee hired after June 1, 2011, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive cash payment equal to his hourly rate of pay at the time of retirement or death based on the following schedule: 25% of up to one thousand three

hundred forty-four (1,344) hours of sick leave, for a maximum of three hundred thirty six (336) hours of pay.

Section 13. Periodic Conversion Payments. If the total cash payment for sick leave conversion exceeds ten thousand dollars ($10,000.00), no more than forty percent (40%) shall be paid out in the first year of eligibility. The remaining sixty percent (60%) of the sick leave payout will be divided in half, with thirty percent (30%) payable in the second year of eligibility and the remaining thirty percent (30%) payable in the third year of eligibility. Notwithstanding the aforesaid language, the Employer and the employee shall not be precluded from agreeing to a longer payout or having less than a ten thousand dollar ($10,000.00) payout subject to the aforesaid terms.

Section 14. Accidental Death. Notwithstanding the foregoing, in those instances where the employee is killed in the line of duty, the employee's estate shall be entitled to one hundred percent (100%) of the accumulated sick time hours at the employee's hourly rate.

Section 15. Personal Incentive Days. Each employee shall earn one (1) personal day for each calendar quarter where the employee has perfect attendance, which is to be taken in the next immediate three (3) month period or forfeited. (Calendar quarters are defined as: January through March, April through June, July through September, and October through December.)

Section 16. Sick Leave Transfer. Any newly hired employee shall not be credited with any unused accumulated sick leave earned with another public agency/entity.

ARTICLE 32
HOLIDAYS

Section 1. Recognized Holidays. All employees shall receive the following paid holidays.

1. New Year's Day
2 Good Friday
3 Memorial Day
4 Independence Day
5. Christmas Day
6 Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Eve Day
10. 3 Floating Holidays

Section 2. Holiday Pay Eligibility. In order to be eligible for the above paid holidays, the employee must report to work and actually work either: 1) his last scheduled work day before the holiday and immediately after the holiday; or 2) the holiday, if scheduled; unless specifically excused by the Department Head or the employee is on an authorized vacation.

Section 3. Holiday Work Option. At the discretion of the respective department head with consideration of workloads and department needs, an employee not regularly scheduled may work designated holidays. The employee may then elect to take the additional holiday compensation in the form of payment.

Section 4. Holiday Time Scheduling. An employee that works on a recognized holiday or

whose regular continuous schedule does not include the day of the observed holiday shall designate the days he wishes to take off at a later date, which shall be subject to the advance approval of the employee's supervisor as to when they may be taken.

Holiday time earned in 2014 shall used by December 31, 2016 or forfeited.

Starting on January 1, 2015, an employee shall be required to take the time off during the year it is earned and not be able to carry the time over into the next calendar year.

Section 5. Holiday Overtime Work. Any employee who works overtime on a holiday shall receive two times his regular hourly rate for all such extra hours on the overtime basis.

ARTICLE 33
VACATIONS

Section 1. Accrual. All regular full-time employees shall accrue annual vacation leave, based on their length of service of continuous full-time service with the City, as follows:

After one (1) year full-time service	two (2) weeks
After five (5) years full-time service	three (3) weeks
After ten (10) years full-time service	four (4) weeks
After fifteen (15) years full-time service	five (5) weeks
After twenty (20) years full-time service	six (6) weeks

Section 2. Usage/Carry-Over. An employee shall be credited with his vacation leave on his anniversary date which shall be required to be taken by the employee within twelve (12) months thereafter. Vacation may be taken in segments of five (5) days or more, unless the remaining number of days is less than five (5) days. Employees earning three (3) weeks of vacation or more each year shall be able to take up to ten (10) days of such vacation time on a daily basis. An employee shall be permitted to carry over from one year to the next immediate year up to one (1) year of earned but unused vacation leave, but not more than two (2) years, which must be taken as time off. Vacation time that is not taken during the next immediate year shall be forfeited.

Section 3. Emergency Work During Vacation Period. In case of emergency, the Department Head has the right to require employees to work on all or part of planned vacation leave, if an employee is required to work under circumstances set forth above, the employee shall be paid an amount equal to the usual compensation for the day or days so worked and the employee shall have the vacation days worked scheduled for a later time in the calendar year.

Section 4. Separation Payment. Upon separation from employment with the Employer, except for cause, an employee shall be entitled to compensation, at his current rate of pay, for:

1. Any unused vacation leave accrued to his credit, that he is otherwise entitled to utilize at the time of his separation.

2. Vacation leave earned but not credited since the employee's previous anniversary date, calculated by determining the number of days elapsed from the employee's previous anniversary date to the date of separation, divided by 365 times the number of days vacation the employee would have been entitled to be credited on his next anniversary date.

Section 5. Death of the Employee. The death of an employee shall result in the amounts calculated in the above section being paid to the employee's estate.

Section 6. Prior Service Credit for Employees Hired Prior to December 1, 2007. Commencing with the calendar year 1999, the City of Eastlake will count prior service with public employers, other than the City of Eastlake, for the purposes of computing the amount of vacation leave for those employees hired before April 16, 1999. All City employees hired on or after April 16, 1999, will have prior service credit computed in compliance with O.R.C. Section 9.44(B)(1). Those employees hired before April 16, 1999, who have prior service credit of more than six months shall be credited with a year of prior service credit for vacation accrual purposes only, i.e., four (4) years and seven (7) months shall be deemed five (5) years prior service credit. Those employees hired before April 16, 1999, shall not receive credit for prior service of six (6) months or less, i.e., four (4) years and five (5) months shall be deemed four (4) years prior service credit. Bargaining unit employees shall not receive any retroactive vacation accrual for prior public service for any years prior to January 1, 1999.

Section 7. Prior Service Credit for Employees Hired After December 1, 2007. For all bargaining unit members hired after December 1, 2007, service credit for vacation purposes shall be based on years of continuous, full-time service with the City of Eastlake, Ohio.

ARTICLE 34
PERSONAL DAYS

Section 1. Amount. All employees after completion of one (1) year of service shall, in addition to all other leave benefits, be granted six (6) personal days leave each year, which are to be taken within the year earned or forfeited

Section2. Scheduling. Personal days shall only be taken with the advance approval of the employee's supervisor and when the work shift is at sufficient strength so the Employer will not be required to have another employee work for the employee requesting the day off. The use of personal days shall not be denied for the sole purpose of imposing discipline.

ARTICLE 35
INJURY ON DUTY LEAVE

Section 1. IOD Leave Period. When an employee has a service connected illness or injury while actually working for the Employer, he shall be eligible for a paid leave not to exceed forty-five (45) calendar days from injury date, providing he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this article. Such leave shall commence after the employee utilizes his sick leave for the

first five (5) work days. Sick leave utilized for the first five (5) days will be fully reimbursed if any Workers' Compensation is received for such days by the Employer. All injuries must be reported on the shift of occurrence to be eligible for payments under this article.

Section 2. Procedure. The Employer shall have the right to require the employee to have a physical exam by a physician, appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 3. Benefits During IOD Period An employee on injury leave shall not earn sick leave during this leave period nor shall the employee be entitled to or earn any other benefits provided in this Agreement except health care coverage, unless otherwise stated within this Section. Provided the duration of the injury leave is less than one (1) year, an employee shall continue to earn seniority. An employee will be credited with the vacation they would have been credited with during their absence only if they return to regular duty within one year. If an employee on IOD is unable to use a holiday(s) prior to the end of a year, then the holiday(s) will be forfeited.

ARTICLE 36
FAMILY MEDICAL LEAVE

Section 1. The Employer agrees to comply with the requirements of the Family and Medical Leave Act (FMLA) of 1993.

Section 2. Substitution of Paid Leave. An employee is required to use available paid vacation, sick leave or personal leave to substitute for all or part of this twelve (12) week leave period. Under specified circumstances, this leave may be taken on an intermittent basis. Certification of need for leave may be required by the City of Eastlake.

ARTICLE 37
MILITARY LEAVE

Section 1. An employee shall be granted a leave of absence for military duty in accordance with state and federal laws.

ARTICLE 38
FUNERAL LEAVE

Section 1. An employee shall receive three (3) work days off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. If an employee requires more time than three (3) work days, he may utilize vacation time, sick leave or leave without pay, with the approval of the employee's Department Head.

Section 2. Immediate Family Defined. For the purposes of this article, "immediate family" shall be defined as to include only the employee's spouse, children, parents, sister, brother,

grandparents, grandchildren, sister-in-law, brother-in-law, mother-in-law, father-in-law and step family, or any other relative living with the employee at the time of death.

Section 3. An employee may use up to three (3) days of sick leave for the death of any family member not mentioned in Section 2.

ARTICLE 39
JURY DUTY LEAVE

Section 1. Any employee who is called for jury duty, 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 40
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section, nor affect any interpretation of any article or section.

ARTICLE 41
LEGISLATIVE APPROVAL

Section 1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 42
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any present and future federal laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future federal law shall not affect the validity of the surviving provisions.

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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision thereof had not been included herein

ARTICLE 43
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the F.O.P. acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals

with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding 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 F.O.P., 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, except as set forth in Article 46, Section 2, Mid-Term Bargaining.

ARTICLE 44
SEVERANCE OF PRIOR AGREEMENTS/ MID-TERM BARGAINING

Section 1. This Agreement represents the entire agreement between the Employer and the F.O.P., and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the F.O.P.

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the Union may grieve the Employer's decision.

ARTICLE 45
DURATION

Section 1. This Agreement shall become effective at 12:01 a.m. on January 1, 2014, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

SIGNATURE PAGE

Agreed to this 8th day of July, 2014.

For the City of Eastlake

Honorable Dennis Morley, Mayor

Larry Reik, Chief of Police

Michael Slocum, Finance Director

For the Union

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Approved as to Form

Joseph R. Klammer, Esq.
Director of Law

FOP/OLC Staff Representative
Lucy DiNardo

APPENDIX A
WAGE APPENDIX

Classification	Hourly Rate	Annual Compensation
Police Sergeant – Entry	$31.78	$66,102.40
Police Sergeant - After six (6) months	$33.46	$69,595.35
Police Lieutenant - Entry	$34.96	$72,716.80
Police Lieutenant – After six (6) months	$36.80	$76,550.33

MEMORANDUM OF UNDERSTANDING
HOLIDAY BANK

Employees with holiday time outstanding from calendar year 2010 shall be able to retain the time for use during their career. In the event the employee separates from service prior to utilizing all of such "2010" holiday time, the time shall be lost and it shall not be paid.

SIDE LETTER
CRITERIA FOR ESTABLISHMENT OF PART-TIME OFFICERS

The parties agree that the Employer shall not have the ability to implement the usage of part-time officers until such time as it has twenty-five (25) full-time patrol officers on its payroll roster. Upon the attainment of that number, the Employer shall have the ability to utilize part-time personnel in the manner as set forth in the parties' agreement and this side letter shall expire.