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AGREEMENT BETWEEN

THE CITY OF AVON LAKE

AND

THE FRATERNAL ORDER OF POLICE
LODGE #25/AVON LAKE DIVISION

SERGEANTS AND LIEUTENANTS

Effective Upon Execution

through

June 30, 2017

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ARTICLE 1
PARTIES AND PURPOSE

Section 1. This Agreement is entered into between the City of Avon Lake, hereinafter referred to as the "City" or as the "Employer" and the Fraternal Order of Police Lodge 25/Avon Lake Division, hereinafter referred to as the "Union."

Section 2. The City and the Union agree that they have entered into negotiations to establish this Agreement with the following purposes:

a. To achieve and maintain a satisfactory and stabilized employer- employee relationship and to promote improved work performance.

b. To provide for the peaceful and equitable adjustment of differences which may arise.

c. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

d. To insure the right of every employee to fair and impartial treatment.

e. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits and conditions of employment.

f. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.

g. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Avon Lake, Ohio.

Section 3. Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and officers will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

Section 4. Nothing contained in this Agreement shall alter the authority conferred by the ordinances and resolutions of the Avon Lake City Council, Civil Service Commission Rules and Regulations, applicable State and Federal laws and the Constitution of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority.

Section 5. This Agreement is subject to all applicable Federal and State laws, Civil Service rules and regulations, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial decision interpreting them.

ARTICLE 2
UNION RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all full-time sworn police officers with the rank of Sergeant or Lieutenant.

ARTICLE 3
MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive managerial policy. The City shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

a. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge or discipline for cause, and to maintain discipline among employees; not in conflict with the Ohio Revised Code;

b. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

c. To determine the City's goals, objectives, programs and services, and to utilize personnel in the manner designated to effectively and efficiently meet these purposes;

d. To determine the size and composition of the work force, staffing patterns, and the department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;

e. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;

f. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

g. To determine the necessity to schedule overtime and the amount required thereof;

h. To determine the City's budget and uses thereof;

i. To maintain the security of records and other pertinent information;

j. To determine and implement necessary actions in emergency situations;

k. To maintain the efficiency of governmental operations;

l. To exercise complete control and discretion over department organization and the technology of performing the work required;

m. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of Avon Lake. Therefore:

a. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sick-out, walk-out, slowdown, or any other interruption of operations or services by the Employer, by its members. When the Employer notifies the Union by certified mail or personal service that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work and if the Union fails to post such notice, the Employer shall have the option of canceling any article, section or subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or previously outlined, may be discharged or have other disciplinary action taken.

b. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section (a) above. Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

ARTICLE 5
LAYOFFS AND RESTORATION

Section 1. When it becomes necessary in the Avon Lake Police Department, through lack of work, lack of funds, job abolishment, or causes other than disciplinary reasons, to reduce the force in said Department, the youngest patrol officer employee in point of service shall be the first to be laid off. "Point of service" shall mean the date of original appointment as a full-time employee in the Avon Lake Police Department as a patrol officer. Notice of the reduction in force shall be issued at least fourteen (14) calendar days in advance of the effective date of layoff.

Section 2. In the event that a position in the Avon Lake Police Department, above the rank of patrol officer, is abolished and the incumbent of such position had been permanently appointed thereto, he shall be reduced to the next lower rank in such department, and the youngest officer

in point of service in the next lower rank shall be reduced to the next lower rank and on down until the youngest officer in point of service has been reached, who shall be laid off.

Section 3. The names of individuals holding permanent positions in the classified service, who have been laid off under the provisions of this article, shall be placed by the Civil Service Commission on an appropriate "Layoff List" in the order of their original appointment for a period not to exceed two (2) years. Whenever discontinued positions are re-established or other cause for layoff is terminated and the request is made for certification of an eligible list, former employees of the department who have been laid off and whose names appear on the "Layoff List" shall be the first to receive appointments.

Section 4. In the event that a position of officer in the Avon Lake Police Department, once abolished and made unnecessary, be found necessary to be re-established within three (3) years from the date of the abolishment, or should a vacancy occur through death, resignation or any other cause within three (3) years of the date of the abolishment of such position, the oldest patrol officer in point of service of those laid off shall be entitled to the position, providing he was, at the date of his separation, a regular and permanent employee holding a rank at least equal to or above that which had been abolished or found unnecessary.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address.

Section 5. The City agrees that prior to any layoffs it shall first canvass all employees of the department to determine if any employees desire to request a voluntary layoff.

Section 6. It is the intent of the parties, through this article, to establish a procedure by which a reduction in force may be accomplished, should the need arise, and to supersede the provisions of ORC 124.321 to 124.328, 124.37, and all local rules and regulations of the City of Avon Lake Municipal Civil Service Commission governing work force reductions.

ARTICLE 6
UNION RIGHTS

Section 1. The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union in City/Union related matters. The names of Union members so elected shall be certified in writing to the City.

Section 2. The Union recognizes its responsibilities as the bargaining unit and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint, or coercion from the City, and shall respect the rights of all employees of the Police Department.

Section 3. The Union shall have the right to solicit membership of all new full-time, non-probationary patrolmen, and the City agrees not to interfere with the rights of said employees to join and participate in lawful Union activities.

Section 4. Meetings of the Union members will be permitted on City premises, providing permission from the Chief or his representative is obtained.

Section 5. The City agrees that during work hours, one Union member while on the City's premises and without loss of pay may with the prior approval of the Police Chief:

(1) Post Union notices; (2) Transmit communications, authorized by its officers, to the City or its representatives; (3) Consult with City representatives, Union officers, or other Union representatives concerning the enforcement, interpretation, application or claim of violation of any provision of this Agreement.

Section 6. The Union shall be allowed up to sixty four (64) hours paid leave per year, for the attendance of Union officials at Fraternal Order of Police functions, subject to the approval of the Chief of Police and existing policy on requests for time off.

ARTICLE 7
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national ancestry, national origin, disability, age, sex, military status, or genetic information.

Section 2. The Employer and the Union recognize the right of all employees to be free to join the Fraternal Order of Police and participate in its lawful activities. Therefore, the Employer and the Union agree there shall be no discrimination by the Employer or the Union for membership or non-membership in the Union.

ARTICLE 8
RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable policies, rules and regulations, consistent with statutory authority, to regulate the conduct and work performance of the employees.

Section 2. The Union agrees that its members shall comply with all Avon Lake Police Department policies, rules and regulations, including those relating to conduct and work performance.

Section 3. The Employer's policies and/or rules and regulations shall not violate any provisions of this Agreement.

Section 4. Any complaint involving a conflict between the terms of this Agreement and a policy, and/or rules and regulations may be resolved through the Grievance Procedure.

Section 5. New department written rules and regulations will be furnished to each officer within ten (10) working days. The Employer will prepare all prior written orders which are still

effective, posting orders in a place accessible to all Union members. The purpose and intent of this Section shall be that each officer be advised of, in writing, new rules and regulations.

ARTICLE 9
WORK WEEK/SCHEDULED HOURS

Section 1. For the purpose of this Agreement, a work day shall consist of eight (8) regularly scheduled consecutive hours during a twenty-four (24) hour period of time. A twenty-four (24) hour period commences at the beginning of a regularly scheduled shift. Furthermore, the normal work week, for full-time Police Officers, shall consist of forty (40) scheduled hours.

Section 2. Compensation, for regular scheduled eight (8) hour days, shall be at a straight time rate of pay. All hours worked in excess of the normal tour of duty shall be considered overtime.

ARTICLE 10
OVERTIME

Section 1. Overtime shall be paid at one-and-one half (1 1/2) times the regular rate.

Section 2. All employees covered by this Agreement shall receive overtime pay when called in while off duty. Training sessions shall be compensated at a rate of four (4) hours. Departmental meetings shall be compensated at a rate of two (2) hours. Court appearances, when subpoenaed by the City of Avon Lake or other governmental agency, and all other call-ins, shall be compensated at the rate of four (4) hours. If the employee works beyond the minimum hours set forth in this section, said employee shall be compensated for actual time worked.

Section 3. When an employee is assigned to higher supervisory duty for a period of eight (8) hours or more, pay shall be based on the actual supervisory position's rate so filled by such assignment.

Section 4. Time spent in active pay status shall count toward the calculation of overtime. Active pay status will include duty hours, holiday time, compensatory time, vacation time, bereavement leave time, and injured on duty time. Active pay status does not include sick time.

There shall be a minimum eight percent (8%) rank differential between the highest paid Sergeant and the rank of Lieutenant.

Officers assigned to the Detective Bureau shall receive a five hundred ($500) annual stipend. Payment of the stipend will be made on the pay period immediately preceding July 1st to those employees assigned at that time.

ARTICLE 11
WAGES

Section 1. The parties do hereby agree that the following schedule of gross rates of pay for employees covered by this Agreement shall be effective on the dates as specified to wit:

a. Commencing July 1, 2011, through June 30, 2014 as follows:

RANK	HOURLY	BI-WEEKLY	ANNUALLY
Sergeant	$36.86	$2,948.80	$76,668.80
Lieutenant	$40.19	$3,215.20	$83,595.20

b. There shall be a minimum eight percent (8%) rank differential between the highest paid Sergeant and the rank of Lieutenant.

c. Officers assigned to the Detective Bureau shall receive a five hundred dollar ($500) annual stipend. Payment of the stipend will be made on the pay period immediately preceding July 1st to those employees assigned at that time.

d. Commencing July 1, 2014: 2% general wage increase

e. Commencing with the pay period that includes July 1, 2015: 2% general wage increase

f. Commencing with the pay period that includes July 1, 2016: 2% general wage increase

ARTICLE 12
LIFE INSURANCE

The City agrees to provide, free of cost to each employee covered by this Agreement, life insurance in the minimum amount of thirty-five thousand dollars ($35,000).

ARTICLE 13
VACATIONS

Section 1. All full-time employees covered by this Agreement who have been in the continuous employment of the City for a period of twelve (12) months or more preceding January 1 shall be allowed an annual vacation with pay of two (2) normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months preceding January 1 shall receive one (1) full day of vacation for each full month of employment during the previous year up to a maximum of two (2) normal work weeks.

Section 2. All full-time employees who have been in the employment of the City for a period of five (5) years of continuous service shall be granted three (3) weeks of vacation with pay; after ten (10) years of continuous service, said employees shall be granted four (4) normal work weeks of vacation with pay; and after fifteen years shall be granted (4) normal work weeks plus two days of vacation with pay and after eighteen years shall be granted four (4) normal work weeks plus four days of vacation with pay, and after twenty (20) years of continuous service, said employees shall be granted five (5) normal work weeks of vacation with pay. All earned vacations shall become effective the following January 1st after completion of the above years of service. For the purpose of this article a work week shall extend from the employee's regularly scheduled days off to his or her next regularly scheduled days off. The above sentence is not applicable to vacation taken in single day increments.

Section 3. Vacations may not be accumulated and must be taken not later than the end of the subsequent year of service for which the vacation was earned, unless an extension is authorized by the Mayor.

Section 4. An employee whose employment with the City is terminated, or upon retirement, shall be paid for vacation time earned the previous year but not yet taken, and earned but not yet taken in the year of termination or retirement. Compensation shall be calculated by dividing the employee's bi-weekly wage by eighty (80) hours, times the unused hours of vacation provided the employee has twelve (12) months or more continuous service.

Section 5. Vacation allowance calculated on the basis of Section 4 hereof shall be paid to the next of kin or executor or administrator of a deceased employee.

Section 6. Vacation time shall be scheduled as nearly as possible to conform with the proper functioning of the department as well as to suit the convenience of the employees, and is subject to the approval of the Police Chief and to the review of the Mayor.

Section 7. Notwithstanding the provisions of this article, any police officer who has prior service with another government agency(ies) shall have his/her time from such other agency(ies) transferred and added for the purpose of vacation time calculation. Prior service with the Avon Lake Police Department or another City of Avon Lake department shall also be included with this section.

ARTICLE 14
HOLIDAYS

Section 1. All shift employees covered by this Agreement shall be granted an eight (8) hour period of time off for each of the following designated holidays:

New Years Day	Labor Day	Day After Thanksgiving
Thanksgiving Day	Memorial Day	
Independence Day	Christmas Day	

In addition to the designated holidays set forth above, five (5) personal holidays will be granted annually, after each employee's first anniversary in a bargaining unit position.

In addition to the above, all shift employees shall be compensated at a rate of two (2) times their hourly rate of pay when they work Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, and one and a half (1.5) times their hourly rate when they work New Years Day or the Day after Thanksgiving.

Section 2. Any other employees covered by this Agreement who work a forty (40) hour business week shall be given the above holidays off with pay. In the event a holiday falls on a Sunday, the next day, Monday, shall be the holiday. In the event a holiday falls on a Saturday, the preceding day, Friday, shall be the holiday. Should the employee be required to work one of the above holidays, he shall be compensated as specified above.

Section 3. For the designated holidays set forth in Section 1 of this article, time off shall be taken during the twelve month period following such holiday at such time as may be approved by the Police Chief. In no event shall such time off be granted prior to any of the above mentioned designated holidays.

Personal holidays shall be used between January 1 and December 31 of each calendar year and may not be accumulated; however, up to sixteen (16) hours of unused personal holiday time may be converted to cash and will be paid in January of the following calendar year at the rate in affect the year prior to payment.

Section 4. Upon retirement or termination of employment with the City an employee shall be compensated for any unused holiday time and personal holiday time. Compensation shall be based on an hourly rate computed by dividing the employee's bi-weekly wage by eighty (80) hours times the number of unused holiday or personal holiday hours accumulated.

Section 5. In the case of a deceased employee, holiday pay shall be paid to the next of kin or the executor or administrator of the estate.

ARTICLE 15
UNIFORM ALLOWANCE

Section 1. List of all job related equipment which the City of Avon Lake is to provide and maintain for officers of the Police Department:

1. 1 pair insulated severe weather boots
2. 1 bulletproof vest and additional vest cover. Officers assigned to the detective bureau and tactical units will be provided an additional tactical vest cover.
3. Sam Browne gun belt
4. Magazine Case
5. Chemical OC spray with case
6. Miniature rechargeable flashlight kit
7. ASP Baton
8. Handcuff case
9. 1 pair of handcuffs
10. 1 Holster
11. Duty Weapon and three magazines
12. Badges (2 breasts and 1 cap). Officers assigned to the detective bureau will be provided an additional badge designating such unit.
13. Briefcase
14. Reversible Raincoat
15. 2 Name Tags
16. 1 pair TDU Pants and 1 Shirt
17. 1 pair of Black Neoprene Gloves

Section 2. The individual officer is responsible for the condition of the above mentioned items, and shall request replacement of such items when they become unserviceable. When

replacement is authorized, as determined by Police Chief or his designate, the cost will be paid by the City.

Section 3. Each employee shall receive a work related uniform and equipment allowance of eight hundred dollars ($800.00) annually for the purchase and maintenance of regulation uniform and clothing as prescribed by the Chief of Police to be paid in two installments of four hundred dollars ($400.00) each on the scheduled pay day immediately preceding April 1 and October 1.

ARTICLE 16
HEALTH INSURANCE

Section 1. All full time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. The City shall offer a base plan and may offer an alternate, less expensive plan. Cost containment measures may be adopted by the City pursuant to the provisions of Section 3 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

Section 2. Cost Sharing. Participating employees shall be required to share in the cost of health care coverage up to the maximums permitted by the Patient Protection and Affordable Care Act (ACA). Effective July 1, 2014, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the total cost for medical, dental, vision, and prescription drug coverage based upon the cost for the base or alternate plan, as applicable. Effective July 1, 2016, the Employer shall contribute eighty-nine percent (89%) and the employee shall contribute eleven percent (11%) of the total cost for medical, dental, vision, and prescription drug coverage based upon the cost for the base or alternate plan, as applicable.

Additionally, any surcharge for continuing coverage for an overage child shall be the responsibility of the employee.

Section 3. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish by-laws/ground rules and the parties recognize that no by-law/ground rule can supersede or conflict with the provisions herein.

The committee shall consist of the following representatives from the recognized bargaining units, non-bargaining employees, and administration. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

FOP/OLC - Dispatchers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Patrol Officers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Sergeants and Lieutenants: One (1) employee representative selected by the applicable bargaining unit employees

IAFF: One (1) firefighter/paramedic representative selected by the applicable bargaining unit employees

IAFF: One (1) rank officer representative selected by the applicable bargaining unit employees

USW LOCAL 836: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 836-1: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 1-865: One (1) employee representative selected by the applicable bargaining unit employees

Non-bargaining unit: One (1) employee representative selected by the non-management, non-bargaining unit employees

Administration: Up to five (5) administrators/department heads selected by the Mayor/designee; and one of the administrators shall be the Director of Human Resources, whether a plan participant or not.

The Mayor, plus one staff representative from each certified Union, may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. Specifically, the committee may recommend any of the following options:

A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 2; or

B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or

C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation for the following plan year, Option A shall apply and will be implemented.

Section 4. "Opt-Out". The City will provide members of the bargaining unit a cash incentive plan for those eligible employees electing to "opt-out" of the medical, dental, vision and prescription drug coverage that is made available. Any bargaining unit member that elects to "opt-out" of family or single insurance coverage shall receive a cash incentive equal to forty percent (40%) of the monthly premium cost. To be eligible, the employee must show proof of insurance from an alternative source, excluding the City of Avon Lake. The City shall permit the bargaining unit member the ability to enroll back into the medical, dental, vision and prescription drug plan provided by the City during open enrollment periods throughout the duration of this collective bargaining agreement, or upon a qualifying event. The City shall provide bargaining unit members the time period for open enrollment and definitions of allowable qualifying events.

ARTICLE 17
SICK LEAVE

Section 1. Sick leave shall be earned and accumulated without limit at the rate of four and six-tenths (4 6/10) hours for each eighty (80) hours of service. (One day equals an eight (8) hour shift.) Pay for sick leave shall be at the employee's base rate.

Section 2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or week earnings.

a. Sick leave may be used due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" means father, mother, brother, sister, husband, wife, child and grandparents, grandchildren, step-parents, step children, step-brothers, and step-sisters of the employee and/or his spouse.

b. Death of a member of his immediate family (see Bereavement Leave).

c. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee's presence, and which cannot be scheduled during non- working hours.

d. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

e. Pregnancy and/or childbirth of the bargaining unit member and/or spouse and other conditions related thereto. The bargaining unit member may utilize up to five (5) days without a certificate from a licensed obstetrician, gynecologist, midwife, obstetric or gynecological nurse practitioner. If the bargaining unit member, spouse or child develops medical complications associated with the pregnancy, childbirth or recovery from said pregnancy, additional days of sick leave may be used upon the filing of medical excuse signed by a licensed physician that details the nature of the illness, complications or incapacitation associated with said pregnancy and/or birth.

Section 3. To be eligible for paid sick leave an employee must report prior to his scheduled starting time the reason for his absence to the Department Head or his designee, on each day involved, unless otherwise approved by the City.

Section 4. The Employer may require an employee to furnish a standard written affidavit on the form provided by the City to verify the use of sick leave. An employee who is absent on sick leave shall be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor, for any illness of more than five (5) consecutive days duration. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 5. Employees who are scheduled for an elective surgery shall notify the employer at least fourteen (14) calendar days in advance of the surgery. When an elective surgery is scheduled to occur in less than fourteen (14) calendar days, the employee shall notify the employer as soon as it is scheduled.

Section 6. In addition to the provisions of Section 5 above, when an employee is off work because of an injury or disability, whether job related or not, the employee must provide the employer with the physician's statement that the employee is able to perform the duties of the job.

This statement is for the purpose of protecting the Employer from Worker's Compensation claims or further claims arising from such existing injuries or disabilities. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill person.

Section 7. In addition to the provisions of Section 6 above, at the discretion of the City, an employee will be required to submit to a medical examination by a licensed physician satisfactory to the City. Such physician must certify that the employee is able to perform the duties of his/her job before the employee is permitted to return to work. If the physician is designated by the City, the City will pay the expense of said examination. The results of said examination and only those results, shall be released to the City, not the employee's past medical history, except upon the written permission of the employee.

Section 8. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privilege.

Section 9. Employees whose date of employment preceded December 29, 1980, shall receive pay of up to one hundred twenty (120) days for their actual unused sick leave in case of death, or permanent disability, or retirement, or upon resignation due to a proven bona fide illness afflicting himself or a member of his immediate family.

Section 10. Employees hired after December 29, 1980, shall receive fifty percent (50%) of his/her accumulated sick leave credit up to a maximum of sixty (60) days.

Section 11. Employees who are required to leave work because of a medical or dental appointment shall provide the Officer in Charge with signed certification from the attending physician or dentist that the appointment was kept.

Retirement Incentive Option - See Appendix A

ARTICLE 18
BEREAVEMENT LEAVE

Section 1. Employees shall be granted a leave of absence with pay in the event of the death of an immediate family. (See Sick Leave Article for definition of an immediate family member.)
Section 2. An employee may absent himself for this purpose for a period not to exceed three (3) work days for each death, including travel within the State of Ohio, and five (5) work days for each death, including travel time outside the State of Ohio.

Section 3. In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave.

ARTICLE 19
GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. 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. 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 between an employee, or the Union and the City, involving disputed interpretations of the specific and express written provision of this Agreement, including all disciplinary actions which result in a monetary loss to the employee except for those involving discharge of probationary employees.

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. Days: A "day" as used in this procedure shall mean calendar day.

d. The preparation and processing of grievances shall be conducted only during non-working hours except for purposes of Article 19, Section 3 (a).

e. 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 and having said matter informally adjusted without the intervention of the Union, 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 upon the Employer in future proceedings.

f. The aggrieved party may choose a local Union officer or OLC representative to represent him at any step of the Grievance Procedure.

g. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

h. 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 3. Procedure for Consideration of Employee Grievance

a. Within twenty (20) days of the incident giving rise to the grievance or twenty (20) days after the employee knew or should have known the facts giving rise to the grievance, the employee shall reduce the grievance to writing and submit the grievance to his immediate supervisor.

b. Employee grievances shall, in the first instance, be discussed between the individual employee involved and his immediate supervisor. The immediate supervisor shall meet with the individual employee (grievant) within seven (7) days of the submission of the grievance and shall render a written decision within seven (7) days of the meeting. If the problem is not thereby resolved, within seven (7) days the grievant or a representative of the employee organization may, on behalf of the grievant, submit the written grievance to the Department Head for discussion of the grievance in an attempt to settle it to the satisfaction of the parties concerned. The Department Head shall meet with the grievant or representative of the employee organization within seven (7) days of the submission of the grievance and shall render a written decision within seven (7) days of the meeting.

c. In the event an employee grievance cannot be resolved by such discussion with the Department Head, within seven (7) days after the issuance of the decision, the employee, or the employee organization, if one is involved, shall have the right to submit such grievance in written form to the Mayor/Human Resources Director for consideration and evaluation. A copy shall at the same time be provided to the Department Head. The Mayor/Human Resources Director shall, within ten (10) days after receipt of such request for review, arrange for a meeting with the parties involved and shall attempt to resolve the dispute. The Mayor/Human Resources Director shall render a written decision within fifteen (15) days of the meeting.

d. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, the aggrieved party may request that the employee organization (Union) submit the grievance to arbitration.

e. In the event the grievance arises out of a specific action by the Chief of Police, the grievant shall initiate the written grievance with the Mayor/Human Resources Director within the time frame set forth in subsection (a) above.

Section 4. Arbitration: The Union, based upon the facts presented, has a right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fifteen (15) days from the date final action was taken on such grievance under Step (c) in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

a. Simultaneous with a notice to arbitrate, the Union shall request the Federal Mediation and Conciliation Service to submit to each party a list of nine (9) impartial persons qualified to act as arbitrator. The notice to FCMS shall specify that the Arbitrators are to be members of the National Academy of Arbitrators and residents of the State of Ohio.

The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the FMCS. The FOP shall be the first to strike a name from the list in the first arbitration under this Agreement, with the parties then alternating which party shall strike first. The first party will strike a name from the list, then the other shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one list of names provided by FMCS and request another list.

The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement, and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement.

2. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement.

3. Concerning the establishment of wage scales, or change in any wage rates, except as provided in this Agreement.

b. The question of arbitrability of a grievance may be raised by either party and presented to the party at least ten (10) days prior to the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

c. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the FOP/OLC, and the Grievant. The decision of the Arbitrator shall be binding on both parties.

Section 5. 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 make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 6. 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 7. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service (FMCS).

Section 8. All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or of the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party requesting the appearance of the witnesses or the taking of the depositions.

ARTICLE 20
EDUCATIONAL INCENTIVE

Section 1.

a. Any full time employee covered by this Agreement who has attained, from an accredited college or university, an Associate's Degree shall be paid additional compensation of four hundred dollars ($400.00) per year during such employment.

b. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Bachelor's Degree shall be paid an additional compensation of five hundred dollars ($500.00) per year during such employment.

c. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Master's Degree in the field of criminal justice/police administration shall be paid an additional compensation of seven hundred fifty dollars ($750.00) per year during such employment.

d. Any full time employee covered by this Agreement who has attained, from an accredited college or university, a Doctorate Degree in the fields of criminal justice/police science/police/law administration shall be paid an additional compensation of one thousand dollars ($1,000) per year during such employment.

e. Such compensation may not be cumulative with payment being for the highest degree earned. The employee shall provide satisfactory evidence of the degree earned and the college/university. This "educational incentive" shall be paid on the scheduled pay day immediately preceding the first day of June of each calendar year.

Section 2. The City of Avon Lake will not provide any employee reimbursement for expenses which such employee might incur in obtaining any of the above listed degrees, such as tuition, books, fees, travel expenses or other related expenses, nor shall compensation be paid to said employee for time expended in attending such educational institution. Such training and education shall be accomplished on the employee's non-work time.

Section 3. Any full time employee who is serving a probationary period shall not be entitled to such educational incentive benefit, whether or not the employee has a degree. An employee serving a promotional probationary period shall be entitled to payment under this article.

ARTICLE 21
LEAVE OF ABSENCE AND UNAUTHORIZED ABSENCE

Section 1. One Year Restriction. With the consent of the Civil Service Commission, an appointing officer may grant a leave of absence without compensation, for a definite or an indefinite period not to exceed one year. Such absences may be granted for good cause among which the following shall be deemed proper: military service, temporary physical disability, or study or training of value in connection with the municipal service. All leaves of absence shall be promptly referred to the Civil Service Commission for approval in order that the Civil Service status of such absentees may be protected. All employees granted an unpaid leave of absence shall be entitled to maintain health insurance benefits by paying to the City the total cost of the applicable monthly premiums for hospitalization, prescription drug coverage, dental and vision insurance.

Section 2. Reinstatement upon Return. An employee returning after a leave of absence without pay shall be reinstated in his former position; provided, however, that the appointing officer during such absence has not found it necessary to fill the position and upon notification to the absent employee to this effect the latter has refused in writing to curtail his leave and return to work or has failed to respond to his notification.

Section 3. All classified employees of the City of Avon Lake returning from the armed services of the United States and applying for reinstatement shall be governed by the applicable provisions of the Ohio Revised Code.

Section 4. Extension of One Year Leave. Where an employee has been injured in line of duty, an appointing authority may, with the approval of the Civil Service Commission, grant such extensions for ninety (90) day periods not to exceed a total of one year of such extensions beyond the regular one year maximum leave allowed under provisions of Article 21, Section 1.

Section 5. Unauthorized Absence. Whenever a full time employee works for a period less than the regularly established number of hours a day, days a week, or weeks a month (unless absent for an authorized leave), the amount paid shall be in proportion to the time actually employed for this class.

Section 6. Employees absent from work for unauthorized reasons not included in this or previous articles and/or without authorization or approval shall be considered on unauthorized leave. Unauthorized leave for a period of three or more consecutive working days may be considered by the Department Head as an automatic resignation. Pursuant to ORC#4117.10A this section shall take precedence and supersede ORC#124.34, Section 256.13 of the City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission. disputes arising out of the application of this section shall be resolved under the grievance procedure.

ARTICLE 22
OBLIGATION TO NEGOTIATE

Section 1. The City and the Union 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

Section 3. This article shall not operate to bar negotiations over any subject or matter which the City and the Union mutually agree to negotiate.

ARTICLE 23
POLICE OFFICER BILL OF RIGHTS

The City and the Union agree that the City will adhere to the proposals and provisions of the Police Officer's Bill of Rights as granted to individual police officers set forth below:

1) The police officer shall have the right to be represented by a Union officer or the Union's legal counsel, upon his request, at all times during any questioning when it relates to the officer's continued fitness for law enforcement services, or when the investigation could result in criminal charges.

2) The police officer shall have the right to be completely informed of his rights prior to the commencement of any questioning if he could be placed under arrest as the result of the investigation.

3) The police officer shall have the right to be informed at least twenty-four (24) hours in advance of the nature of the investigation and the name(s) of the Complainant(s) before any questioning commences.

4) The police officer shall have the right to be informed at the initial contact if he is to be questioned as a witness only.

5) The police officer shall have the right for all formal questioning to be recorded and no one has the right to make unrecorded statements or ask unrecorded questions. The police officer has the right to make a separate recording of any questioning at the time of questioning.

6) The police officer shall have the right that at any one time all questions must be directed through only one questioner.

7) The questioning shall take place at a location designated by the Chief of Police and at a reasonable hour for all persons concerned.

8) The police officer shall have the right to be advised of any and all punitive action that could result from the investigation or questioning.

9) The police officer shall have the right to be represented by a Union Officer of his choice during any questioning that could result in punitive action.

10) No polygraph test shall be administered without the police officer's prior consent. Any polygraph agreed to must be given by a licensed operator.

ARTICLE 24
SHIFT DEVIATION PREMIUM

Section 1. All shift employees covered by this Agreement shall receive premium pay in the amount of five hundred dollars ($500.00) per calendar year. Premium pay shall be paid on the scheduled pay day immediately preceding August 1st of each year.

Section 2. In addition, for the purposes of this article, shift employees shall work no less than a total of one thousand forty (1040) hours per each twelve month period from August 1st, of each year.

Section 3. Hours of work are defined as working or duty hours, including hours paid for vacations, sick leave, or other paid authorized absences. Overtime hours will not be counted or computed in determining the basic computation requirement.

Section 4. In the event that management elects, at any time during the life of this Agreement, to assign personnel on the basis of a non-rotating shift, it is hereby understood and agreed upon, that all shift employees covered by this Agreement shall not have such premium pay diminished or reduced.

ARTICLE 25
LONGEVITY

Section 1. The following longevity compensation plan has been established for eligible full time employees.

Consecutive Full Years of Service	Amount of Annual Longevity Pay
6 years	$400
7 years	$450
8 years	$500
9 years	$550
10 years	$625
11 years	$700
12 years	$775
13 years	$850
14 years	$925
15 years	$1,000
16 years	$1,075
17 years	$1,150
18 years	$1,225
19 years	$1,300
20 years or More.....	$1,650 per year until termination

Section 2. That said longevity compensation shall be paid to eligible full time employees beginning on or after December 1, 1976, and each year thereafter. The longevity compensation shall be paid on the scheduled pay day immediately preceding December 1.

Section 3. Any full time employee receiving longevity compensation as set forth in Article 25, Section 1, shall, in addition thereto, be required to be employed and work no less than eighteen hundred (1800) hours during the twelve (12) months preceding the compensation, years of service shall be determined as of December 1, 1975, and each December 1st thereafter.

Section 4. Longevity compensation rates are to be computed on continuous years of employment services and not upon any wage or salary rate. Service for purposes of longevity compensation is defined as a full time position of trust or employment in the service of the City of Avon Lake involving no less than eighteen hundred (1800) hours of work per twelve (12) month period from December 1 until December 1 of the following year.

Section 5. Hours of work is defined as working or duty hours, including hours paid for vacations, sick leave or other paid authorized absences. Overtime hours worked will not be counted or computed in determining the 1800 hour basic computation requirement for an eligible service year.

Section 6. For full time employees who leave the service of the City of Avon Lake other than discharge or resignation, the following provisions for longevity compensation shall apply:

(a) Separation from public service because of death, permanent layoff, or permanent disability, longevity compensation will be prorated and paid as of the time of separation. In the case of a deceased employee, longevity compensation shall be paid to the next of kin or executor or administrator of the estate.

(b) Any employee retiring before December 1 of the calendar year shall receive longevity compensation on a prorata basis as determined on the date of his retirement, payable at the time of retirement.

Section 7. In computing longevity compensation for the first eligible year, the employee shall be compensated on a prorata month-to- month basis determined by the number of months (an eligible month for prorata being twenty [20] or more days) between the employee's sixth anniversary date of employment and the next December 1. Such prorata compensation shall be added to the first entitlement longevity compensation.

Section 8. The monetary value of pro-ration as described in this section shall be determined by the following formula: eligible months divided by twelve (12), times the entitlement amount of Article 25, Section 1.

ARTICLE 26
HEALTH AND SAFETY

Section 1. It is agreed that safety must be a concern and a responsibility of both parties. All unsafe equipment and conditions must be reported to the Chief of Police or his designated representative.

Section 2. The Union shall designate a safety committee, consisting of up to three (3) members of the bargaining unit, to discuss matters of safety, health and sanitation. Should a situation arise that requires corrective action, the committee's findings, along with a recommendation shall be forwarded to the Police Chief. His corrective action or reply to the safety committee shall be made as soon as possible, but not later than five (5) calendar days.

Section 3. Should a dispute exist as to the Chief's corrective action or response, the committee may submit their recommendation to the Safety Director. His reply shall be made as soon as possible, but not later than five (5) calendar days to the safety committee and such reply shall be final.

Section 4. If a dispute is not settled after the Safety Director's reply or proposed corrective action, the Union's safety committee and the Police Chief may meet with the Safety Committee of Council to discuss the concerns of both parties. The Safety Committee of Council shall reply, in writing, within ten (10) calendar days to the Union's Safety Committee.

ARTICLE 27
ON DUTY INJURY LEAVE

Section 1. In the event of an on-the-job injury, and the employee elects to seek a worker's compensation award for lost work time, the City will continue to pay the employee sick pay upon written request, providing that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his worker's compensation award. At that time, the employee shall reimburse the City for all wages paid on his behalf and to his credit through payment of sick pay, and his sick leave shall then be restored per the amount paid. The purpose of this procedure is to insure the employee continuous income until the worker's compensation award is received.

ARTICLE 28
MILITARY TIME

Section 1. The city shall "buy" for each employee up to twenty four hundred dollars ($(2,400) in prior service of military time for the purpose of retirement benefits through the Police and Fire Disability and Pension Fund, upon the following conditions:

1. The covered employee is not eligible for retirement benefits solely because he lacks the required years of service, and;

2. The amount paid by the city shall not exceed amount required to buy the additional service time in order to qualify the employee for retirement benefits through the Police and Fire Disability and Pension fund, and;

3. The employee shall retire during the term of this agreement.

ARTICLE 29
COPIES OF AGREEMENT

Section 1. A copy of this agreement shall be furnished by the employer to each member of the bargaining unit. This agreement shall be printed in booklet form at no cost to said member.

ARTICLE 30
PAYROLL DEDUCTIONS

Section 1. Periodic dues, initiation fees and assessments of members of the bargaining unit shall be deducted on a bi-weekly basis by the City upon presentation of a written deduction authorization by an employee for such purposes.

Section 2. Within thirty (30) days after the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the FOP, or as a condition of continued employment, remit to the FOP a fair share fee in accordance with the provisions of Ohio Revised Code Section 4117.09 (A). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the FOP or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09 (B) nothing in this article shall be deemed to require any employee to become a member of the FOP. The Union agrees to hold the City harmless regarding any legal action as a result of the City complying with the terms of this section. (C) The Union asserts that it has a rebate procedure in place which allows non-union members to receive timely financial information and provides for a reasonably prompt decision by an impartial decision maker as outlined in the rule on Fair Share Fee on file at the office of the FOP/OLC.

Section 3. Credit union deductions shall be made upon presentation of a written deduction authorization by an employee for such purpose. Credit union deductions shall be limited to those made for the Cleveland Firefighters' Credit Union and the F.O.P. Credit Union.

Section 4. The above deductions will be withheld on a bi-weekly basis.

ARTICLE 31
SALARY REDUCTION PICK-UP

Section 1. In accordance with the requirements of Section 414(h)(2) of the Internal Revenue Code (the "Code") and regulations and rulings thereunder, effective on or before 90 days from the date of execution hereof, the City shall "pick-up" the employee contributions that, pursuant to Chapter 742 of the Ohio Revised Code ("Chapter 742"), are required to be deducted from the salaries of employees who are covered by this Agreement and are members of the Police and Fireman's Disability and Pension Fund ("PFDPF"). Such pick-up shall not be considered additional salary for purposes of Chapter 742 and, therefore, shall not alter the amount of or character of contributions that are required to be paid to PFDPF by the City and by PFDPF covered employees. In addition, the pick-up shall not alter the amount of the salary, wages, pay, earnings or other compensation of the covered employees for any other part of this Agreement, or for any other purpose, including without limitation, the determination of overtime wages, sick pay, and the pick-up shall be deducted to reduce employees' gross salaries. Picked-up employee contributions shall, to the extent permitted by the Code, be treated as excludable from the gross incomes of the covered employees. The City shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do by law, or regulation.

ARTICLE 32
TRAFFIC CONTROL IN CONSTRUCTION AREAS

Section 1. Whenever the ordinary and usual flow of motor vehicle traffic within the municipal corporate limits on Lake Road, Walker Road, Electric Boulevard, Miller Road, Moore Road, Avon Belden Road, Jaycox Road and/or Lear Road, is substantially impeded as the direct and proximate result of construction or utility work being performed by a private general contractor, the City shall require that traffic control on said roads at such times be performed by a

uniformed, off-duty police officer on an individual personal contract basis with the general contractor.

Section 2. The above specified traffic control requirement shall be adopted by appropriate legislation and become a part of the Codified Ordinances of the City of Avon Lake. Said appropriate legislation shall also provide that such requirement shall also be included in the bid instructions and specifications whenever public advertisements for open competitive bidding on a public project are placed, if applicable, as of the effective date of such ordinance.

Section 3. However, in the event that no uniformed off-duty police officers are available for the times required during which such construction or utility work is being performed after reasonable steps are taken to obtain such services, then this requirement shall be deemed to have been fulfilled, and other available traffic control services may be utilized in order to protect and maintain the public safety in the traffic impeded area.

ARTICLE 33
COMPENSATORY TIME OFF

Section 1. Members of the bargaining unit, covered by this Agreement may maintain a bank of up to sixty (60) hours of compensatory time off for actual hours worked in lieu of immediate overtime pay in cash, at a rate of one and one-half hours for each hour of overtime worked. When an employee accumulates the maximum sixty (60) hours compensatory time, the employee may not accumulate additional compensatory time until said time is actually used. Upon expending compensatory time, an employee may rebuild his bank to a maximum of sixty (60) hours

Section 2. Compensatory time off shall not be carried or credited beyond the calendar year in which it was earned. Such compensatory time off shall be used during the calendar year in which it was earned within a reasonable period of time after request for use by covered personnel, provided that such use would not unduly disrupt the operations of the Police Department as determined by the Chief of Police.

If any such compensatory time off is not used during the calendar year in which it was earned, covered personnel shall be paid for the same in cash, at the regular rate of compensation for each such employee at the time of payment, or before thirty-one days after the end of such calendar year.

Section 3. "Compensatory time," "compensatory time off" and "comp time" mean, for purposes of this section, hours when covered personnel are not working and which are paid for in cash at each of such employee's regular rate of pay, as calculated in this section, unless used during the calendar year in which such hours were earned as permitted herein.

Section 4. The Chief of Police shall maintain a continuing written record of compensatory time off which has been permitted and earned and shall have such record available for inspection and information by and for the Director of Finance.

ARTICLE 34
SUBMISSION, APPROVAL-RATIFICATION OR REJECTION

Section 1. Upon finalization and reduction of this Agreement into written form, it shall be submitted to the Avon Lake City Council and to the affected membership of the Union. Within thirty days after said submission, City Council shall either approve same and authorize execution by the Mayor on behalf of the City in writing, or reject same and notify the Association President in writing upon rejection. Within thirty (30) days after said submission, the affected membership of the Union shall either ratify said Agreement and authorize execution thereof by the Union President on behalf of the Union in writing, or reject same and notify the Mayor in writing upon rejection.

ARTICLE 35
APPLICATION

Section 1. The City agrees that the provisions of this Agreement shall be administered on a fair and non-discriminatory basis. Work rules and other regulations excluding Civil Service Rules and Regulations will not be inconsistent with the express written provisions of this Agreement. In the event of a violation of this article, the matter shall be subject to the Grievance Procedure.

ARTICLE 36
SEVERABILITY

Section 1. 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 provision shall be of no further force and effect. However, 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 37
SERVICE WEAPON

Section 1. Upon his retirement, any employee covered by this Agreement may purchase his or her service weapon from the City for a cost of twenty-five dollars ($25.00), provided the employee retires on a full service pension or through a disability pension governed by the rules of the Police and Firemen's Disability and Pension Fund (PFDPF). However, the employee is not eligible to purchase said weapon if the retirement is based on a mental condition or a mental disability.

ARTICLE 38
CORRECTIVE ACTION

Section 1. A non-probationary employee shall not be reduced in pay, suspended or discharged except for just cause.

Section 2. Except in instances where the employee is found guilty of gross ***or serious*** misconduct, discipline will be applied in a corrective and progressive manner: (a) oral warning; (b) formal written reprimand; (c) suspension from duty without pay; (d) demotion in rank; (e) discharge. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 3. When an anonymous complaint is made against an employee, which after investigation is found to be unsubstantiated, the complaint shall be classified as unfounded, shall be marked and dated as such, and shall be signed by the Chief or his designee. Unfounded complaints shall not be placed in an employee's official personnel file.

Section 4. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for just cause, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged misconduct.

A notice of the predisciplinary conference shall be provided to the employee at least twenty-four (24) hours in advance, and shall contain a general description of the alleged misconduct and the charges against him.

The employee shall have the right to have a Union representative present at the conference if he so desires. Additionally, the employee may elect in writing to waive the opportunity to have a predisciplinary conference. Failure to appear at the conference will be deemed a waiver of the employee's rights to a predisciplinary conference.

Formal disciplinary action under c, d, and e above shall be commenced within thirty (30) days of the predisciplinary hearing with the Safety Director.

Section 5. Pursuant to ORC #4117.10A, this article shall take precedence and supersede ORC#124.34, Section 256.13 of the City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission.

Section 6. Written reprimands and warnings shall cease to have force and effect two (2) years from the date of discipline, provided no other disciplinary action of a like nature has occurred during that period. Suspensions shall cease to have force and effect five (5) years after the date of the discipline, provided no other disciplinary action of like nature has occurred during that period.

ARTICLE 39
FAMILY AND MEDICAL LEAVE

Section 1. The City will provide eligible full-time employees who have completed one (1) full year of service (at least 1,250 hours) consistent with the Family Medical Leave Act (FMLA) up to twelve (12) work weeks of unpaid family and medical leave in any 12-month period. The leave, in any 12-month period, permits a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list

for a serious injury or illness. For purposes of the Department, the 12-month period shall be defined as a rolling twelve (12) month period measured forward from the first date the employee uses Family and Medical Leave. The City will continue to pay the City's share of the employee's health benefits during the leave. In addition, the City will restore the employee to the same or similar position after the termination of the leave in accordance with City policy.

Section 2. FMLA will be granted for the following conditions:

a. the birth and first year care of a child;

b. the adoption or foster placement of a child;

c. the serious illness of an employee's spouse, parent or child; and

d. the employee's own serious health condition that keeps the employee from performing the job.

e. Eligible employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employees.

f. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty is entitled to up to twenty-six (26) weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

Section 3. Leave taken because of a birth or placement of a child for adoption or foster care must be taken in one continuous period of time. Leave taken when needed to care for a sick family member or for your own serious health condition may be taken intermittently or on a reduced schedule only when that type of leave is medically necessary. For intermittent or reduced leave, the City may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates the employee's leave. The alternative position will have equivalent pay and benefits, although the position may not have equivalent duties.

Section 4. An employee may elect, or the City may and in most cases will, require that unused accrued paid vacation, personal, or sick leave be substituted for unpaid leave as part of the twelve (12) work weeks of unpaid leave with the following exception: an employee shall be permitted to retain a bank of five (5) sick days and five (5) additional days of holiday time, vacation time, or a combination of both. All qualifying events will be recorded under the FMLA,

therefore employees are required to designate the reason for sick time when utilizing it for more than three consecutive days. FMLA leave shall not be concurrently deducted for any period when a member is utilizing injury leave. Any time spent on FMLA shall be considered as time worked for purposes of determining seniority.

Section 5. If a husband and wife eligible for leave are employed by the City, their combined amount of leave for birth, adoption, foster care placement, and parental illness may be limited to 12 weeks. An employee may not take FMLA leave to care for a parent-in-law.

Section 6. The City will maintain the employee's health coverage under the City's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the City to pay the employee's share of health insurance prior to the beginning of the FMLA leave. The Employer shall continue, at no expense to the employee, the life insurance in force at the time of the FMLA leave.

Section 7. When the FMLA leave is foreseeable, the employee must notify the City in writing of the request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as soon as practical. "As soon as practical" means at least verbal notice to the Employer within one (1) or two (2) business days of learning of the need to take FMLA leave. The written notice must contain the following:

a. the reason(s) for the requested leave
b. the anticipated duration of the leave
c. the anticipated start of the leave

Section 8. When the employee requests medical leave or has planned medical treatment, the employee must make reasonable attempts to schedule treatment so as not to disrupt the City's operations.

Section 9. The City may deny the leave if the employee does not meet the notice requirements.

Section 10. If an employee requests FMLA leave to care for a seriously ill family member or because of the employee's own serious health condition that interferes with the employee's ability to do the functions of the position, the request for leave must be supported by a detailed certification issued by a licensed health care provider of the ill individual. The medical certification is to be provided within fifteen (15) days of the employee's request for leave. Subsequent re-certifications of a serious health condition may be required by the Employer.

Section 11. When an employee's FMLA ends, the employee is entitled to return to the same position the employee held when the leave began, or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

There are certain circumstances under which the employee may not be reinstated to employment. If the employee would otherwise not have been employed at the time of reinstatement (for example, if there has been a layoff which would have affected the employee if the employee had been working), the employee is not entitled to be returned to employment.

Section 12. The Employer is entitled to recover health care premiums paid during the leave if the employee fails to return from leave; however, recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

ARTICLE 40
ALCOHOL AND DRUG FREE WORKPLACE

Section 1. Purpose. It is the purpose of this article to create an alcohol and drug free workplace which will enhance the health, safety, security, and performance of members of the bargaining unit.

Section 2. Policy.

a. The illegal use, sale, manufacture, distribution, dispensation or possession of drugs on City property is absolutely prohibited. Reporting to work or working under the influence of alcohol or illegal drugs is also prohibited. Violation of this policy will result in disciplinary action up to and including termination.

b. For purposes of this article, a person shall be deemed "under the influence of alcohol" if a Blood-Alcohol test is administered with a result of 0.04 (grams/210 L breath or higher) or an equivalent result from a blood test. Such Blood-Alcohol tests shall be ordered by the Chief or designee and shall be conducted at the Avon Lake Police Department by the most senior ranking BAC Datamaster operator available. Urine screens shall also be ordered by the Chief or designee and administered at the Avon Lake Police Department by the most senior ranking officer qualified to do so. If an employee is transported to a hospital for an injury in which alcohol or drug use is suspected, a blood or urine test may be administered by a qualified doctor, nurse, or laboratory technician.

c. Screening standards for drugs: the following are the threshold levels that shall be considered a positive result:

Drug	Initial Screening Level	Confirmation Level
Amphetamines	1000 ng/ml	300 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml

*25 ng/ml if immunoassay specific for free morphine

d. An employee who has been tested for drug or alcohol use pursuant to this Article, may at his or her expense, have a separate Blood-Alcohol test or urine drug screen, administered by a qualified doctor, nurse, or laboratory technician of the employee's choosing. This test may be admissible in any subsequent disciplinary hearings.

Section 3. Testing for Suspicion. Employees will be required to undergo a urine drug screening test and/or blood alcohol test when there is reasonable suspicion to conclude that they

are under the influence of illegal drugs or alcohol during those times when an employee is on duty. Testing for reasonable suspicion will be conducted when an employee (a) reports to work or appears to be working under the influence of alcohol or illegal drugs, (b) when an employee admits to a supervisor being under the influence of alcohol or illegal drugs while on duty, and/or (c) following any workplace accident or other incident which suggests the employee is under the influence of alcohol or illegal drugs.

Section 4. Convictions. Any conviction for an alcohol or drug-related criminal offense will be considered grounds for discipline, up to and including termination and will be reported to the Employer in accordance with the Drug Free Workplace Act of 1988. Discipline shall be in accordance with the Collective Bargaining Agreement.

Section 5. Testing.

a. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split sample collection and testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the Medical Review Officer shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

b. All specimens identified to the Medical Review Officer as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The result of this test shall be determinative.

c. In the event the confirmatory test confirms the result of the first, the Employer may proceed with disciplinary sanctions. If the above drug testing produces a positive result, the employee may be suspended. If the employee is suspended, the employee will also be required to participate in a rehabilitation program. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program.

d. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the

first twelve (12) months following his return to work which shall be at the expense of the Employer. Twenty-four (24) months after the employee has completed treatment, the employee's personnel file shall be purged of any reference to a drug or alcohol incident.

Section 6. Employee Training and Education. The Employer shall educate employees and increase their awareness of the negative affects of alcohol and drug abuse on health and safety and inform employees about the use of the City's Employee Assistance Program.

Section 7. Searches. The Employer reserves the right to conduct reasonable searches within any City owned facility when there is reason to suspect violation of the policy, with prior notification and approval of the Mayor, Chief, and review by Legal Counsel.

Section 8. Right to Privacy. Information involving an employee's use of alcohol or illegal drugs shall be maintained in a confidential medical record. An employee's involvement in the Employee's Assistance Program shall be confidential except as to the following circumstances: (a) the employee consents in writing, (b) the law requires disclosure, and (c) it is believed that life or safety are threatened by failure to disclose.

Section 9. Driving Motor Vehicles. An employee operating a motor vehicle on duty while under the influence of alcohol or illegal drugs shall be cause for disciplinary action, up to and including termination.

Section 10. Disciplinary Action. Any and all disciplinary action resulting from this article shall be administered in accordance with the disciplinary procedures set forth in the current collective bargaining agreement. An employee shall have the option to appeal any disciplinary action resulting from this article through the appropriate grievance procedures as set forth in the current collective bargaining agreement.

Section 11. Notification. Employees will notify the Chief of any drug or alcohol conviction. Said notification shall be made within a period of five (5) calendar days after said conviction(s).

ARTICLE 41
LIGHT DUTY

Section 1. Any employee unable to work because of a job-related disabling condition who has been absent from work and is unable to return to full duty, but who may be able to dispatch, if qualified, or perform other light duty chores with physician approval, may return to work on light duty at the employee's option and with the approval of the Chief of Police. The amount of time that an employee may be on light duty shall be ninety (90) calendar days. After the first ninety (90) calendar days, an employee may be granted an additional light duty assignment. The maximum amount of time that an employee may be on light duty in any one (1) calendar year shall be one hundred and eighty (180) calendar days. An employee on light duty shall continue to receive all compensation and fringe benefits including accumulation of seniority as if working the employee's normally assigned position.

Section 2. This article in no way affects the privileges of employees under provisions of the Family Medical Leave Act, Americans with Disabilities Act, or other federal or state law.

Section 3. An employee may return to work to full duty status at any time with the approval of the employee's physician. While on light duty, an employee will not be eligible for fill-in or callback overtime, but shall be eligible for carry-over overtime, when the employee is physically qualified, for his/her hours worked.

ARTICLE 42
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code or as adopted by the City of Avon Lake, nor any local City ordinances pertaining to wages, hours, terms and conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed within this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Avon Lake Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Avon Lake, as may be applicable.

Section 3. Notwithstanding the above, Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

ARTICLE 43
DURATION

Section 1. This Agreement shall become effective at 12:01 a.m., on _____, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2017.

IN WITNESS WHEREOF, each party hereto sets its hand through its duly authorized representative to two duplicate copies hereof, each of which shall be deemed an original copy, this 9 day of July, 2014.

City of Avon Lake

Mayor

Fraternal Order of Police, Lodge 25, Avon Lake Division

President

APPENDIX A
RETIREMENT INCENTIVE OPTION

In lieu of a portion of the maximum severance pay allowed in Section 260.03, Police Department employees with either a total of twenty-two (22) years of Police and Fire Pension Fund accepted credit time, or who are eligible for pension benefits on the date of the proposed retirement, may request to convert their current awarded sick leave hours to paid wages which would be normally accumulated each year for three (3) years prior to retirement.

1. Sick leave shall be limited to a maximum annual accumulation of one hundred twenty (120) hours of sick leave per year for the three (3) year period or the maximum allowed under Section 260.03, whichever is less.

    - Any sick leave utilized during this program will be deducted from the employee's past bank of accumulated hours, if available.
    - The payment for these accumulated hours shall be made on the last pay of December except that the final payment shall be made at the time of retirement.

2. The hourly rate used to calculate the amount of the payment shall be seventy and one half (70.5%) of the employee's prevailing rate of pay at the time of the payment. All sick hours converted to payment shall be deducted from the maximum allowed in Section 260.03. At no point shall the payment received exceed the maximum number of sick days allowed to be paid out upon retirement per Section 260.03 in order to ensure no additional costs to the City.

3. By submitting the request to participate in this sick leave buyout plan, the employee acknowledges that his/her final sick leave balance, upon retirement for severance calculation Section 260.03, will be reduced by the amount paid over the three (3) year cycle [maximum of one hundred twenty (120) hours annually], and

4. If the employee fails to execute retirement at the end of the agreed three (3) year cycle, he/she:

    - relinquishes the right to participate in the program again at a later date.
    - will not be eligible for continued payments of accumulated sick leave, and
    - will only be eligible for future severance payments to the maximum allowed less any time previously paid under this plan.

5. At the beginning of the calendar year in which the above mentioned 22nd year of pension credit falls, the employee must submit a request in writing to the Department Head, with a copy to the Finance Director, asking for enrollment in this plan. A copy of the most recent pension service credit statement must be attached to the request.

6. Within ninety(90) days, the Finance Director will notify the employee of their correct sick leave balance, and the number of hours to be paid at the last pay of December.

7. The employee then has thirty (30) days with which to dispute any balances in question.

This arrangement is not a three year guarantee of employment, but merely a method for enhancing employee retirement benefits. The City reserves the right to terminate this plan at the end of any given calendar year.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 14-MED-03-0288
EMPLOYEE ORGANIZATION,	}	(Sergeants and above)
	}	
and,	}	
	}	
CITY OF AVON LAKE,	}	
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. Matthew B. Baker, mbaker@clemansnelson.com