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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF EUCLID

and

CIVILIAN UNIFORM POLICE PERSONNEL ORGANIZATION "CUPPO"

POLICE RECORD ROOM CLERKS

Effective

January 1, 2012
through
December 31, 2014

Per Resolution No. 172-2012
Passed November 1, 2012

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AGREEMENT

ARTICLE 1
PURPOSE

This Agreement is made between the City of Euclid, hereinafter referred to as the "City" and the Civilian Uniform Police Personnel Organization, hereinafter referred to as the "Union". The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of the Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, including rates of pay, wages, hours and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2
RECOGNITION

The Union is hereby recognized as the sole and exclusive representative of all the employees of the City of Euclid in the Records Room Department only, and to the exclusion of all other employees of the City hereinafter listed: Streets and Sewers Department, Public Buildings and Lands Department, Traffic and Signs Department, Motor Maintenance Department, Waste Water Treatment Department, Police and Fire Department employees, clerical employees, technical employees, professional employees, confidential employees, management level employees and supervisors, as defined in Section 4117.01 of the Ohio Revised Code.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1.

The Union recognizes that the City shall have the right to run the City and take any action it considers necessary and proper to effectuate any management policy express or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority.

SECTION 2.

Except as limited under this agreement, the management rights include, but are not limited to, the right: To manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to privatize or subcontract services; to determine the City's goals, objectives, programs and services, and to utilize personnel in a manner determined by the City to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each

department's organizational structure, including the right to layoff employees from duty or to transfer employees among City sites or between jobs; to promulgate and enforce work rules, City orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; 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; to determine overtime and the amount of overtime required; to determine the City's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the City; and to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration.

SECTION 3.

In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the City. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation, during the term of this Agreement, either with respect to the decision or its effects.

ARTICLE 4
NON-DISCRIMINATION

SECTION 1.

There shall be no discrimination against any employee in the matter of training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, color, creed, national origin, sex, age, marital status, disability, handicap, reasonable grievance activity or union activity.

SECTION 2.

The City shall make a reasonable accommodation to an employee's handicap upon the employees' doctor's determination and where such accommodation will enable a handicapped employee to substantially perform the essential elements of the job in question. The City will abide by the Federal definition of handicapped as set forth by the E.E.O.C.

SECTION 3.

The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employees or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

SECTION 4.

All employees of the City within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein, regardless of whether or not they are dues paying members of the Union.

ARTICLE 5
NO-LOCKOUT

The City shall not lock-out any employees within the bargaining unit for the duration of this Agreement.

ARTICLE 6
UNION SECURITY

SECTION 1.

All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future, shall, for the term of this Agreement, continue to be members of the Union and the City will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

SECTION 2.

The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing his signature provided that an employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period.

SECTION 3.

The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job outside the bargaining unit.

SECTION 4.

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

SECTION 5.

The Union agrees to hold the City harmless in any and all lawsuits arising in law or equity from the deduction and use of union dues and assessments collected from its members through the check-off system and paid over to the Union by the City's Finance Department.

SECTION 6.

It is agreed by the parties hereto that all employees shall either be required to pay union dues or a fair share fee to the union or in the alternative to a recognized religious or non-profit organization exempt from taxation pursuant to 501(C)(3) of the Unites States Internal Revenue Code.

ARTICLE 7
UNION REPRESENTATION

SECTION 1.

Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

SECTION 2.

The City shall recognize one (1) Steward and one (1) Alternate Steward from the bargaining unit. The Steward shall represent all employees on all shifts. The Alternate Steward shall be recognized when the regular Steward is absent or otherwise not available.

SECTION 3.

The Union Officers and Stewards, upon notification to their Supervisor, shall be allowed reasonable time, as determined by the Supervisor, to carry out the functions of their Union office and such time shall not be unreasonably denied. Functions performed on behalf of the employees of the City during working hours will be without loss of pay.

SECTION 4.

Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices.

A. An employee having a grievance as defined herein shall notify his Steward and shall meet with him one (1) hour prior to the close of the employee's shift to complete the necessary grievance forms.

B. Before leaving his job to conduct union business the Steward shall record the date, time and purpose of leaving said job site, upon the special Steward Activity Sheet. A copy of the Steward Activity Sheet shall be made available to the union representative.

C. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available, or, if he is unavailable, as soon as possible after resuming work.

D. In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice-President shall be called.

E. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 1. *DEFINITIONS*

A. A "grievance" shall be defined as a dispute or difference between the Employer, the Union and the employee and/or a member of the bargaining unit concerning the application of a provision of this Agreement relating to wages, hours of work, health, safety and other conditions of work and shall be restricted to those areas only.

B. "Immediate supervisor" means the person having immediate supervisory responsibility over the employee/grievant.

C. "Grievant" shall mean the employee and/or the Union member(s) initiating a grievance.

D. "Days" shall mean the actual working days unless specified differently in this Article.

SECTION 2. *RIGHTS OF EMPLOYEE/GRIEVANT*

A. The employee/grievant may at his/her sole discretion be accompanied at all steps of the grievance by his/her personal representative or be represented by the Union.

B. The purpose of these procedures is to secure, at the lowest level, the administrator having authority to resolve the grievance in an equitable manner.

C. The employee/grievant shall be entitled to have the grievance kept confidential as is appropriate and processed as expeditiously as feasible.

SECTION 3. *TIME SCHEDULES*

A. The number of days indicated at each step in the grievance procedure shall be the maximum.

B. If the employee/grievant does not present a written grievance within seven (7) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.

D. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

E. All notices of hearings, dispositions of grievances, and appeals shall be in writing and hand delivered, transmitted by facsimile or mailed by regular U.S. Mail.

F. Every effort will be made to process grievances to a satisfactory conclusion by the end of the contract year.

G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

H. The time limits set forth in steps (a) through (d) of this Grievance Procedure may be extended by mutual agreement of the Employer, the Union, and the employee/grievant.

I. The failure of the grievant or the Union to meet any of the time limits provided in this Article shall constitute a waiver of the grievance and/or the right to further appeal.

SECTION 4. *INFORMAL GRIEVANCE PROCEDURE*

A grievance, except as indicated in 8.2(B) aforesaid, shall be first presented to the immediate supervisor of the employee/grievant in an attempt to resolve the grievance.

SECTION 5. *FORMAL GRIEVANCE PROCEDURE*

STEP ONE. In the event the grievance is not resolved within ten (10) days of the informal complaint, it may be pursued further by submitting, in writing, a completed Grievance Form, Step 1, in duplicate. (Appendix "B") Copies of this form shall be submitted by the grievant to the immediate supervisor. Within seven (7) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within seven (7) days after such meeting by completing Step 1 of the Grievance Report Form and returning a copy to the grievant, the Union.

STEP TWO. If no satisfactory settlement is reached in Step 1, the grievance may be appealed to the Chief of Police within ten (10) days of the completion of Step 1. The Chief can elect to hold a meeting with the parties involved in an attempt to resolve the grievance or may review the written grievance within seven (7) calendar days of its receipt. If the Chief of Police's response is not satisfactory to the grievant, the grievance shall be reviewed by the CUPPO Grievance Committee to determine if it is to be advanced to the next step in the grievance procedures.

STEP THREE. If the grievance is not satisfied by Step 2, having been reviewed, the grievant may appeal to the Mayor/Safety Director within ten (10) days after the Step 2 answer. The Mayor/Safety Director shall hold a meeting with the grievant within ten (10) days of the grievance receipt and shall answer the grievance, in writing, within fifteen (15) days of such meeting.

STEP FOUR. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the City, in writing, of its intent to appeal the grievance. Within

fifteen (15) calendar days thereafter, the parties' representatives shall meet for the purpose of attempting to mutually agree upon the selection of an Artibrator. If no agreement can be reached, the Union shall notify the American Arbitration Association ("AAA"), in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, the AAA shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen in accordance with AAA then applicable rules.

1. HEARING TIME. The arbitrator shall schedule, a hearing within thirty (30) days of appointment, at a time and place convenient to the parties.

2. JURISDICTION. The arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this Agreement and shall not have the power to modify any of the terms of this Agreement.

3. DECISION. The decision of the arbitrator shall be final and binding on both parties, subject only to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711.01 *et seq.* of the Ohio Revised Code.

4. COSTS. The costs of the arbitrator shall be paid for equally by the City and the Union.

ARTICLE 9
DISCIPLINE

SECTION 1.

The discipline policy for the Department is contained in the Police Department Policy and Procedure Manual, and is incorporated in this agreement by reference. Revisions to the discipline policy shall be made through the joint effort and agreement of the Labor-Management Committee.

SECTION 2.

Each disciplinary action shall remain effective in the employee's personnel file for twelve (12) months after the date of its issuance.

ARTICLE 10
PROBATIONARY PERIOD

New employees shall be considered to be on probation for a period of one year (365 days) from the date of hire. During the probationary period discharge or suspension by the City shall not be subject to the grievance procedure.

ARTICLE 11
SENIORITY

SECTION 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City

commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period provided in Article 10 but, upon completion of the probationary period, seniority shall be retroactive to the date of hire. Part-time employees shall have seniority rights only as against other part-time employees in their respective job descriptions. Full-time employees shall have seniority rights as against other full-time employees and against part-time employees in the bargaining unit.

SECTION 2.

For the purposes of this Agreement, a part-time employee is defined as an employee who is scheduled an average of not more than thirty-two (32) hours per week, measured on an individual, annual basis.

SECTION 3.

Continuous service and seniority shall be broken when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

C. Is absent without report for three (3) consecutive work days unless the employee has a reasonable excuse for failing to report the absence;

D. Is laid-off for a period equal to the amount of seniority held at the time the lay-off commences or fifteen (15) consecutive months, whichever is less, or;

E. Fails to report to work within five (5) calendar days of receipt of notice of recall from lay-off, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician. Should the City physician determine that the employee is not fit to return to work his regular job, the issue will be discussed with the Union. The question of the employee's fitness to work shall, upon the request of the Union, be submitted to an impartial physician who shall hold or be eligible for specialty certification in the medical specialty applicable to the illness or injury suffered by the employee. The cost of said physician shall be borne by the employee.

SECTION 4.

The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, designation as to full-time or part-time status for each employee. The City shall provide the Local Union President and Treasurer with a list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE 12
LAY-OFFS

SECTION 1.

Whenever it is necessary for the City to reduce its forces due to lack of work or lack of funds the employees within the department to be reduced will be laid-off in the following order:

A. Students;

B. Part-time and seasonal employees;

C. Employees who have not completed their probationary period;

D. Regular full-time employees within the classification who have completed their probationary period;

E. In the application of the foregoing, employees will be retained by reason of their seniority provided they have the skill, knowledge and qualifications to perform the required job duties.

SECTION 2.

Regular full-time employees shall be laid-off on the basis of their seniority within their classification. When the seniority or service of two or more employees is equal, then the employer shall retain the employee qualified pursuant to Section 1 (E) of this Article. In the event the employee cannot perform or is less qualified to do the duties of his present job description, he shall have the right to bump an employee with lesser seniority in an equal or lower rated job description, provided the bumping employee has the qualifications and ability to perform the duties set forth in the lower job description.

SECTION 3.

A regular full-time employee shall be given a minimum of two (2) weeks advance notice of a lay-off.

SECTION 4.

In the event an employee is laid-off he shall receive payment on a pro rata basis for any earned but unused vacation as quickly as practicable but no later than fourteen (14) calendar days after the lay-off.

ARTICLE 13
RECALL FROM LAY-OFF

Employees shall be recalled in the inverse order of lay-off from their job description. An

employee on lay-off will be given five (5) working days notice of recall from the date the employee receives notice of recall to advise the employer of his acceptance or rejection of recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address, as shown on employee's employment record with the City. In the event a job opening occurs in a lower rated job description, the most senior employee on the lay-off list will be recalled and given the option of accepting or rejecting the lower rated job at the hourly rate of said job, provided he/she has the ability and qualifications to perform the duties of the lower rated job description. In the event the recalled employee accepts the job opening, he/she will have the right to claim his/her original job in the event it becomes available within fifteen (15) months from recall date.

ARTICLE 14
PROMOTIONS

SECTION 1.

For the purpose of these provisions a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular classification, or, as an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment.

SECTION 2.

Whenever a vacancy occurs within the bargaining unit and such position is not filled through recall of a bargaining unit employee from a lay-off list, notice of such vacancy shall be posted in all departments in the bargaining unit for a period of five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the department or bargaining unit wishing to apply for the vacant position shall do so by submitting written application, on forms provided by the City, to the Chief of Police, or his designee. Postings shall contain the stated requirements as set forth in the job description/classification and the rate of pay.

SECTION 3.

All applications filed in a timely manner will be reviewed by the Chief of Police, or his designee, within five (5) working days. The job shall be awarded to the qualified applicant with the most bargaining unit seniority. By the end of the fifth working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meets the minimum qualifications for the job, the City may fill the job by hiring a qualified new employee.

SECTION 4.

An employee selected shall be considered to have qualified when he completes a probationary period of one year.

SECTION 5.

Should an employee fail to qualify during his probationary period for a position acquired by job posting or he/she voluntarily requests reinstatement to his/her prior position, he/she may be returned to his/her former position if such position is vacant, or if not available, to a similar position, if one is available, and he/she is qualified to perform the duties of such position.

ARTICLE 15
TEMPORARY TRANSFERS

SECTION 1.

A temporary transfer shall not exceed thirty (30) consecutive days except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide vacation relief scheduling, or (3) to meet an emergency.

ARTICLE 16
WAGES

SECTION 1.

Employees in the bargaining unit shall receive the wage rates reflected in Exhibit A, attached hereto, for the three-year period this contract is in effect, 2012, 2013, and 2014.

ARTICLE 17
HOURS OF WORK

SECTION 1.

The normal work day shall consist of eight (8) regularly scheduled consecutive hours during a twenty-four (24) hour period of time with the exception of prescheduled overlapping in part of a whole shift. A twenty-four (24) hour period commences at the beginning of the regularly scheduled shift.

If during the term of this Agreement, a union approved modified work schedule is implemented departmentally, the language shall be interpreted, for those members involved, by reflecting the modified schedule.

SECTION 2.

Compensation for regular scheduled eight (8) hour shift shall be at a straight hourly rate of pay. Employees in the bargaining unit covered by this Agreement shall receive one and one-half (1½) times their regular rate of pay for all hours worked in the excess of forty (40) hours in one (1) week.

SECTION 3.

Part-time employees shall be scheduled an average of not more than thirty-two (32) hours per week measured on an individual, annual basis. For purposes of this Section, employees of the Record Room regularly scheduled to work thirty-five (35) hours or more per week shall not be considered part-time employees.

SECTION 4.

Employees hired after April 1, 1997 will be given credit for prior employment with the State, any agency of State, or local subdivision of the State for purposes of calculating vacation entitlement, and may carryover sick leave accumulated but unused during the previous government service.

ARTICLE 18
COMPENSATORY TIME

SECTION 1.

A. Pursuant to, and in accordance with, the Fair Labor Standards Act of the United States, and the rules and regulations thereof, overtime may be paid with compensatory time off at the rate of one and one-half (1½) hours worked. The maximum accrual permitted shall be seven hundred twenty (720) hours.

B. All hours in excess of four hundred eighty (480) hours must be taken off as compensatory time or cash prior to the member terminating service with the City. The City will be held harmless for any and all compensatory time in excess of the maximum hours. If any member of the bargaining unit has any accrued furlough or holiday time not taken by December 31st of the year in which it is earned, the member may convert such time into compensatory time.

ARTICLE 19
OVERTIME ASSIGNMENT AND EQUALIZATION

SECTION 1.

The City, or its designee, shall be the sole judge of the necessity of overtime.

SECTION 2.

In offering overtime, the City or its designee, shall use a list of employees in the bargaining unit. Overtime shall be offered sequentially from a list of applicable employees. This list will continually rotate as each employee is offered the overtime opportunity. Overtime that presents itself as a result of sick time or other last minute changes in the schedule will not be governed by the rotating list. These openings will be filled at the discretion of the officer-in-charge.

SECTION 3.

Emergency overtime cannot be refused by an employee of the bargaining unit. An emergency is defined as an impairment to City services or operations which cannot be delayed.

SECTION 4.

The City shall equalize overtime among employees of the bargaining unit within the department and within the shift. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for purposes of equalizing overtime.

ARTICLE 20
SHIFT PREMIUM

SECTION 1.

All record room and dispatch employees assigned to the 10:00 a.m. to 6:00 p.m. shift shall receive a shift premium of twenty-five cents ($0.25) per hour

SECTION 2.

No premium shall be paid to any employee who has not actually worked the shift even though he is assigned to work said shift but is absent due to furlough, holiday, sick leave, personal day, or any other reason.

ARTICLE 21
UNIFORM ALLOWANCE

SECTION 1.

Full-time record room personnel:

A. The City shall provide a uniform allowance in the amount of seven hundred dollars ($700.00) annually for the term of this Agreement.

B. The City shall provide a yearly maintenance allowance of two hundred seventy-five dollars ($275.00).

SECTION 2.

Part-time record room personnel:

A. The City shall provide a uniform allowance in the amount of six hundred twenty-five dollars ($625.00) annually for the term of this Agreement.

B. The City shall provide a yearly uniform maintenance allowance in the amount of two hundred fifty dollars ($250.00) .

SECTION 3.

The foregoing uniform allowances are to be expended on order of the Chief of the City of Euclid Police Department.

ARTICLE 22
HOLIDAYS

SECTION 1.

The following days are hereby declared holidays for members of the bargaining unit:

The First Day of January (New Years Day)
The Third Monday of January (Martin Luther King Jr. Day)
The Seventh Day of January (Eastern Orthodox Christmas)
The Third Monday of February (Presidents' Day)
The Seventeenth Day of March (St. Patrick's Day)
The Fifteenth Day of May (Police Memorial Day)
The Friday before Easter (Good Friday)
The Last Monday of May (Memorial Day)

The Fourteenth Day of June (Flag Day)
The Fourth Day of July (Independence Day)
The First Monday of September (Labor Day)
The Second Monday in October (Columbus Day)
The Thursday in November designated "Thanksgiving Day"
The Day after Thanksgiving Day
The Twenty-Fourth of December (Christmas Eve)
The Twenty-Fifth of December (Christmas Day)
The Thirty-First Day of December (New Year's Eve)

SECTION 2.

When any holiday listed above falls on a Sunday or non-working business day, the following business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and approval of Council

SECTION 3.

All members of the bargaining unit assigned to work and actually working an eight (8) hour shift shall receive an additional eight (8) hours pay for the following holidays:

The First Day of January (New Years Day)
The Friday before Easter (Good Friday)
The Fourth Day of July (Independence Day)
The Thursday in November designated "Thanksgiving Day"
The Day after Thanksgiving
The Twenty-Fourth of December (Christmas Eve)
The Twenty-Fifth of December (Christmas Day)

SECTION 4.

All record room employees, who are assigned and actually work the holidays listed in Section 1 herein, excluding those holidays listed in Section 3 herein, shall be paid at the rate of one and one-half (1½) times their normal rate of pay.

SECTION 5.

All members of the bargaining unit shall be entitled to take two (2) personal days off per year with pay at their base hourly rate. Such days off shall be taken at a time scheduled and approved by the official to whom the employee reports, who shall maintain appropriate records of personal days granted.

SECTION 6.

Members of the bargaining unit hired on or after January 1, 2013, and entitled to holiday premiums, shall not receive such premiums for the Seventh Day of January (Eastern Orthodox Christmas, the Friday before Easter (Good Friday) and the Fourteenth Day of June (Flag Day).

All other provisions of this Article shall apply to those members.

ARTICLE 23
VACATIONS

SECTION 1.

Years of service for the purpose of this section shall mean continuous uninterrupted service except that military service, authorized sick leave and vacations shall not be considered as interruptions in service.

SECTION 2.

Amount of vacation pay in the case of bargaining unit employees shall be the regular compensation fixed for such position.

SECTION 3. *VACATION SCHEDULING*

Vacations shall be taken at a time scheduled and approved by the official to whom the employee reports, who shall keep appropriate records of vacation leave granted. Vacation scheduling shall be conducted giving preference to seniority and shall be completed by February 28th of each year.

SECTION 4. *VACATIONS - DURATION*

A. Each member of the bargaining unit shall be entitled to and shall receive a two (2) week vacation entitlement after completion of his/her first full year of service and each year thereafter.

B. When a member of the bargaining unit has completed five (5) years of continuous service, such members shall be entitled to and receive a three (3) week vacation entitlement.

C. When a member of the bargaining unit has completed ten (10) years of continuous service, such member shall be entitled to and shall receive a four (4) week vacation entitlement.

D. When a member of the bargaining unit has completed fifteen (15) years of continuous service, such member shall be entitled to and receive a five (5) week vacation entitlement.

E. When a member of the bargaining unit has completed twenty (20) years of continuous service, such member shall be entitled to and receive a six (6) week vacation entitlement.

F. Steps D and E of this Section shall not apply to those members of the bargaining unit hired on or after January 1, 2013. For those members, Steps A, B and C shall provide the entire scope of Vacation – Duration.

ARTICLE 24
PAID AND UNPAID LEAVES OF ABSENCE

SECTION 1. *SICK LEAVE*

Section 24.1.1: COMPUTATION. Each member shall earn paid sick leave at the rate of one and one-fourth (1¼) days for each completed month of service. Each full calendar month of service shall be deemed as a completed month.

Section 24.1.2: UNUSED SICK LEAVE. Unused sick leave shall be unlimited in its accumulation.

Section 24.1.3: ACCUMULATION OF SICK LEAVE DURING AUTHORIZED ABSENCE. Members absent from work on authorized holidays, vacations, sick leave, paid disability leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty. Members absent from work on any other authorized leave, including family or medical leave, bereavement leave, military leave, jury and witness duty leave, personal leave, disability leave, and other unpaid leave, shall not be entitled to accumulate sick leave during their absence.

Section 24.1.4: USE OF SICK LEAVE. A member with accumulated sick leave may use such leave only for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness in the member's immediate family (as defined by reference to FMLA definitions of child, parent, or spouse), or other such circumstances set forth herein. A member absent from work and on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible; the failure to do so within one (1) hour of the beginning of his/her scheduled starting time may be cause for denial of sick leave with pay for the period of absence.

Section 24.1.5: MINIMUM UNITS. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

Section 24.1.6: REQUIRED REPORTS. Sick leave, with pay, in excess of three (3) consecutive working days, for reason of illness or injury, shall be granted only after presentation of a written, signed statement by the member justifying the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's statement shall be grounds for disciplinary action, including dismissal. Any member fraudulently obtaining or attempting to obtain sick leave, may be subject to discipline up to and including dismissal.

Section 24.1.7: SICK LEAVE CREDIT. Any member who is laid off from their position may, if reappointed within twelve (12) months, have available any unused sick leave existing at the time of layoff. A member who transfers, including promotions and demotions from one City of Euclid position to another shall retain the unused balance of their accumulated sick leave. A member who was previously employed with another public entity in the State of Ohio may, upon application

to their Department Head, be credited with the unused balance of the sick leave accumulated at their previous public employment provided the time between their previous public employment and their application for credit of previous unused sick leave does not exceed ten (10) years.

Section 24.1.8: RETIREMENT AND DEATH BENEFITS. The City shall pay to a member who retires from employment with the City of Euclid, or to the estate of a member who dies while an employee of the City, a sum calculated as follows:

1. The employee's daily rate of pay multiplied by the number of unused and accumulated sick days up to a maximum of one hundred fifty (150) days; plus

2. Twenty dollars ($20.00) multiplied by the number of accumulated and unused sick days in excess of one hundred fifty (150) days.

For purposes of this section only, an employee's daily rate of pay shall be calculated by dividing their bi-weekly rate on their last day of employment by ten (10).

SECTION 2. *BEREAVEMENT LEAVE*

Section 24.2.1: A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted three (3) consecutive days of paid bereavement leave. In extreme circumstances, one (1) additional day of paid bereavement leave may be granted by the Mayor or his designee.

Section 24.2.2: For purposes of this section, "immediate family" is defined as employee's spouse, mother, father, step parents, children, stepchildren, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents of spouse, grandchildren, a legal guardian or any other relative permanently domiciled with the employee.

SECTION 3. *FAMILY AND MEDICAL LEAVE*

Section 24.3.1: Any bargaining unit member who has been employed with the City for at least twelve (12) months and has actually worked 1,250 hours during the previous twelve (12) month period, shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one or more of the following:

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

B. Because of the placement of a son or daughter with the employee for adoption or foster care.

C. In order to care for the spouse, or a son, or daughter, or parent of the employee, if such spouse, son or daughter, or parent has a serious health condition.

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave for the birth or placement of a child with the employee shall expire at the end of the 12-month period beginning on the date of such birth or placement.

Section 24.3.2: DEFINITIONS.

A. Parent - means the biological parent of an employee or individual who stood in loco parentis to an employee when the employee was a son or daughter.

B. Serious Health Condition – means an illness, injury, impairment, or physical or mental condition that involves either:
   1. inpatient care in a hospital, hospice, or residential medical care facility; or
   2. continuing treatment by a health care provider.

C. Son or Daughter - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
   1. under eighteen (18) years of age; or
   2. eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

D. Spouse – means the husband or wife of an employee, as the case may be

Section 24.3.3: INTERMITTENT OR REDUCED LEAVE. Leave for the birth or placement of a child shall not be taken intermittently or on a reduced schedule unless approved by the Chief of Police. Leave taken to care for a spouse, child, or parent with a serious medical condition, or because of a serious medical condition of the employee, may be taken intermittently or on a reduced schedule if medically necessary.

If an employee requests intermittent leave or leave on a reduced schedule, the Chief of Police may temporarily transfer such employee to an available alternative position for which the employee is qualified, and:

A. Has equivalent pay and benefits; and

B. Better accommodates recurring periods of leave than the regular employment position of the employee.

Such a temporary transfer shall not be subject to the restrictions and requirements of the Temporary Transfer Article of this Agreement.

Section 24.3.4: SUBSTITUTION OF ACCRUED PAID LEAVE. Any employee electing to take leave under this section and having accrued and unused vacation or personal leave, shall substitute such paid leave for any part of the 12-week period. The remainder of such 12-week period shall be as unpaid leave. For purposes of an employee electing to take leave under this section for a serious health condition of a spouse, child, parent or the employee, any accrued and unused sick leave shall also be substituted for any part of the 12-week leave period.

Section 24.3.5: NOTICE REQUIRED FOR FORESEEABLE LEAVE. In any case where leave is to be taken for the birth or placement of a child, the employee shall provide notice to the Chief of Police not less than thirty (30) days before leave is to begin. In the event the birth or placement requires leave to begin in less than thirty (30) days, notice shall be provided as soon as practicable.

In any case where leave is to be taken for planned medical treatment of a serious health condition of a spouse, child, parent, or the employee, the employee:

A. shall make a reasonable effort to schedule treatment so as not to disrupt unduly the operation of the employer; and

B. shall provide the Chief of Police with notice not less than thirty (30) days before the leave is to begin, unless treatment requires leave to begin in less than thirty (30) days in which case notice shall be given as soon as practicable.

Section 24.3.6: CERTIFICATION OF A SERIOUS HEALTH CONDITION. The Chief of Police may, at his discretion, require a request for leave for a serious health condition of a spouse, child, parent, or the employee to be accompanied by a certification issued by the health care provider. Such certification shall contain at least the following information:

A. the date on which the serious health condition commenced;

B. the probable duration of the condition;

C. the appropriate medical facts within the knowledge of the health care provider regarding the condition which is the basis for the request;

D. for purposes of leave to care for a serious health condition of a spouse, parent or child, a statement that the employee is needed for such purpose;

E. for purposes of leave because of a serious health condition of the employee, a statement that the employee is unable to perform the functions of his/her position of employment;

F. for purposes of intermittent or reduced leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

G. for purposes of intermittent or a reduced leave schedule because of a serious health condition of the employee, a statement of medical necessity and the expected duration of such leave; and

H. for purposes of intermittent or a reduced leave schedule because of a serious health condition of a spouse, child, or parent, a statement that the leave is necessary for such care and the expected duration of such leave.

In the event the Chief of Police doubts the validity of the certification, he may require that the employee obtain a second opinion from a health care provider designated or approved by the City, but not regularly employed by the City. The cost of any such second opinion shall be the responsibility of the City.

In the event the second opinion conflicts with the first opinion obtained by the employee, the Chief of Police may require that the employee obtain a third opinion from a health care provider designated or approved jointly by the City and the employee. The cost of any such third opinion shall be the responsibility of the City. The opinion of the third health care provider shall be final and binding on both the employee and the City.

The Chief of Police may require that the employee obtain recertification on a reasonable basis.

Section 24.3.7: LIMITATIONS. Any employee whose spouse is also employed with the City of Euclid shall, for purposes of leave for the birth or placement of a child, or to care for a parent with a serious health condition, be entitled only to that amount of leave which, in the aggregate with similar leave taken by the employee's spouse, totals twelve (12) work weeks in any twelve (12) month period.

Section 24.3.8: EMPLOYMENT AND BENEFITS PROTECTION. Any employee who takes leave under this section shall, upon return to work, be entitled to one of the following at the discretion of the employer:

A. to be restored to the position held when leave commenced; or

B. to be restored to an equivalent position, as determined by the employer, with equivalent benefits, pay, and terms and conditions of employment.

The taking of leave under this section shall not result in the loss of any employment benefits accrued prior to the date the leave commenced, except that any paid leave used in substitution of the unpaid leave, as outlined in Section 3.4 shall not be restored. No employee shall be entitled to accrue seniority or any other employment benefits during any period of leave under the FMLA.

Any employee taking leave under this section shall be entitled to have their health care benefits continued at the level and subject to all the terms and conditions described in this agreement, including any and all co-payments and deductibles.

The City may recover the premium that they paid for maintaining an employee's health plan coverage during any period of unpaid leave if the following conditions are met:

A. employee fails to return from leave after entitlement has expired; and

B. the employee fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave, or (2) other circumstances beyond the employee's control.

Nothing in this section shall be interpreted to entitle any employee returning from leave to any right, benefit, or position of employment other than that to which he/she would be entitled to had leave not been taken.

SECTION 4. *JURY DUTY AND WITNESS DUTY.*

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of such service. The employee will receive, as compensation during such leave, the difference between their current salary and the amount of the jury or witness fees received. To be eligible for such leave and compensation, the employee shall notify the Chief of Police upon receipt of the notice of jury service or the subpoena and shall, after completing service, provide the Chief of Police a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

SECTION 5. *MILITARY LEAVE.*

Section 24.5.1: Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of any of the reserve components of the U.S. Armed Forces shall be entitled to a paid leave of absence when performing military duty for periods not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours in any calendar year. In the event an employee is called to extended military duty, by Executive Order of the President of the United States or an Act of Congress, in excess of the time periods of the preceding sentence, he/she shall be entitled to be paid, during each month of such military duty, the lesser of the following:

A. the difference between their gross monthly wages as an employee of the City of Euclid and their gross monthly military wages; or

B. five hundred dollars ($500.00).

However, any employee whose gross monthly military wages exceeds their gross monthly wages as an employee of the City of Euclid, shall not be entitled to any compensation from the City during any period of extended military duty.

Section 24.5.2: Any bargaining unit member wishing to take leave under this section shall first present to the Chief of Police the order, or a written statement from the appropriate military commander, authorizing such military duty.

SECTION 6. *SPECIAL LEAVE.*

Section 24.6.1: AUTHORIZATION BY MAYOR. The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three calendar months in any one calendar year.

Section 24.6.2: The City Council, upon recommendation of the Mayor, may grant leaves of absence with or without pay in excess of the limitations above for purposes that are deemed beneficial to the City Service.

SECTION 7. *DISABILITY LEAVE.*

Section 24.7.1: LEAVE FOR WORK RELATED INJURY. Any bargaining unit member injured as a result of an on-the-job accident and off work for more than seven (7) calendar days, may have the option of:

A. utilizing any existing sick leave, vacation, personal or compensatory time he/she may have to his/her credit. An employee who elects to use their accumulated sick leave in anticipation of receiving Worker's Compensation benefits shall be entitled to "buy back" any such leave used for such purposes. An affected employee who wishes to implement such "buy back" may do so to the extent he/she is reimbursed for the time lost due to injury in Worker's Compensation benefits; or

B. applying for an unpaid leave of absence; or

C. having wages advanced by the City in exchange for a signed wage agreement releasing all payments for Temporary Total Compensation to the City. The employee must also agree to endorse any warrants over to the City. Such wage agreement, if elected by an affected employee, must be signed by said employee at the outset of the employee's period of injury leave. The employee shall not be entitled to sign and implement said wage agreement at a later time; or

D. receiving Temporary Total compensation payment from the Ohio Bureau of Worker's Compensation.

The employee shall receive only that portion of his/her regular salary which, together with the payments received by said employee under the provisions of the Worker's Compensation Law, will equal his/her regular salary at the time the injury was sustained. Such payments shall continue during the time said employee is receiving payments under the provisions of the worker's Compensation Law, but in no event for more than six (6) months from the date of injury.

Section 24.7.2: PROOF OF CLAIM. Before any payments are made pursuant to the above provisions, the applicant shall furnish and periodically thereafter, upon request, provide satisfactory proof of the amount received by him/her under the Worker's Compensation Act of Ohio to the Chief of Police.

SECTION 8. *PARENTAL LEAVE*

Paid leave for a maximum of three (3) days will be granted to employees of the bargaining unit at the time of the birth of his/her child. Said leave to be granted either when the employee or his spouse enters the hospital or within five (5) days of her release from the hospital.

SECTION 9. *UNAUTHORIZED ABSENCE.*

Any bargaining unit member who fails to notify the appropriate supervisor or obtain the proper authorization as required by any of the provisions of this Article, or takes leave for purposes not permitted herein shall be considered absent without leave. All persons absent without leave shall not be paid for the period of their absence and shall be subject to discipline.

ARTICLE 25
EXPENSES

SECTION 1.

In the event that a bargaining unit member, at the specific discretion of the Police Chief, uses his/her personal automobile for Police business in the interest of the City, he or she may be entitled to submit a statement for reimbursement of automobile mileage at the rate allowed by the Internal Revenue Service, and further, when trips are taken in the interest of the City, the member shall be entitled to reimbursement for such necessary expense items as are thus incurred. Such reimbursement shall be paid from the City Treasury upon presentation to the Director of Finance by the Safety Director of an itemized expense list and appropriate evidence of payment.

ARTICLE 26
PUBLIC EMPLOYEES RETIREMENT SYSTEM

SECTION 1.

Contribution to the Public Employees Retirement System shall be paid by the employees and the City in accordance with Section 145.47 and 145.48 of the Ohio Revised Code, respectively.

SECTION 2.

Pursuant to the below cited City ordinance, the City will "pick-up" the required employee contribution at an amount not to exceed that permitted by the Internal Revenue Service, subject to the terms and conditions set forth in the City's Ordinance No. 80-1995, incorporated by reference.

ARTICLE 27
GROUP LIFE INSURANCE

SECTION 1.

The City shall provide $20,000.00 of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium.

SECTION 2.

Each employee shall have the option, upon retirement, to continue to receive life insurance benefits. Any employee electing to continue life insurance benefits upon retirement shall be solely responsible for any and all associated expenses, including premiums and billing fees.

ARTICLE 28
LONGEVITY PAY

SECTION 1.

Each full-time member of the bargaining unit shall receive an additional salary payment in recognition of service of longevity on or about December 23rd of each year, except that in the event an employee retires during any time prior to December 23rd, such employee's longevity pay shall be pro-rated on the effective date of retirement of the employee for the year of retirement only. Longevity pay shall be computed as a percentage of the employee's base salary in accordance with the following schedule:

Five Years or More	3.5% of Employee's base salary
Ten Years or More	5.0% of Employee's base salary
Fifteen Years or More	6.5% of Employee's base salary
Twenty Years or More	8.0% of Employee's base salary

For purposes of this section, an employee's base salary shall be defined as their regular hourly rate multiplied by 2,080.

SECTION 2:

All employees hired after December 31, 1995 shall not be eligible for a percentage longevity

pay nor be entitled to longevity credit based upon prior governmental service outside the City of Euclid. Said employees shall be eligible for longevity pay in accordance with the following schedule:

Five Years or More	$200 per year
Ten Years or More	$250 per year
Fifteen Years or More	$300 per year
Twenty Years or More	$350 per year

Said eligibility for longevity in either Section 1 or 2 shall commence on the fifth anniversary date of employment and on each succeeding anniversary date thereafter.

ARTICLE 29
MEDICAL AND HOSPITALIZATION INSURANCE

SECTION 1.

Each full-time employee shall have the option of participating in a group health insurance plan. The City shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the City's exercise of that authority does not result in the diminution of the level of services provided to employees on the date of execution of this Agreement.

SECTION 2.

Under the City's self insured health insurance plan, the City shall be liable for the entire cost of paying claims, up to the limits of its liability under the plan, as well as the cost of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims beyond those limits. Employees of the bargaining unit shall be liable for the payment of any deductibles and/or co-payments, as described in the plan, for properly submitting claims on a timely basis, and for providing all necessary information for the processing of claims.

SECTION 3.

The employer shall make available a "125 Plan" permitting employees the option to declare pre-tax dollars be committed and made available to provide health care and associated benefits for the employee and dependent family members if any. It is the employer's responsibility to obtain IRS approval and provide employees with any limitations expressed by the IRS.

The employer further agrees to pay the administrative fee for those employees participating in the "125 Plan."

SECTION 4.

For the life of this contract the following deductibles will be implemented:

A. A Two Hundred Dollar ($200.00) annual deductible for individual coverage and a Three Hundred Dollar ($300.00) deductible for family coverage. Thereafter the City

will pay one hundred percent (100%) of covered claims.

B. The employee will be responsible for a co-payment of Five Dollars ($5.00) for generic prescription drugs. Twelve Dollars ($12.00) for prescription drugs included on the Preferred Formulary Drug List. The employee will be responsible for a co-payment of Twenty Five Dollars ($25.00) for name brand prescription drugs that are not on the Formulary Drug List, except for Lifestyle Prescription Drugs for which the employee will be responsible for a co-payment of Thirty Dollars ($30.00). The employee will be responsible for a co-payment of Twenty Dollars ($20.00) for each visit to a doctor office, urgent care facility or walk-in care facility. The employee will be responsible for a co-payment of Fifty Dollars ($50.00) for each emergency room visit. This co-payment will be waived if the employee is admitted to the hospital directly from the emergency room.

C. In addition to deductible levels set forth in (A) above, and co-payments required by (B) above, both of which shall remain in full force and effect, the employee shall contribute One Hundred Twenty Five Dollars ($125.00) per month for individual coverage and One Hundred Fifty Dollars ($150.00) per month for family coverage. Said contributions shall be directly withheld from the employee's biweekly pay, one half (1/2) from each of the first two pays of each month.

SECTION 5.

The self-insured PPO plan shall provide for the Employer's payment of all costs incurred for any necessary and reasonable medical and hospital treatment of injuries and illnesses sustained or experienced by dependent children of bargaining unit employees, who attend college and universities located outside a 100-mile radius of the City of Euclid.

SECTION 6.

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for the employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under this plan.

SECTION 7.

Each full-time bargaining unit employee shall have the option of participating in a group vision care plan, on either an individual or family basis. The Employer shall be solely liable for the payment of the premiums necessary to provide either individual or family coverage for employees of the bargaining unit, subject to the employees being solely liable for the payment of any deductibles or co-payments, required under the plan.

ARTICLE 30
SCHOOL COST REIMBURSEMENT

SECTION 1:

The City will reimburse all employees for the costs incurred for books, fees, and tuition upon successful completion of training or schooling directly related to the enhancement of the employee's work assignment or job description subject to the following restrictions and pre-conditions to reimbursement:

1. The employee shall obtain prior written approval of the courses to be taken from the Chief of Police at least one (1) month before attending the class; failure to obtain such prior written approval shall preclude reimbursement of any costs.

2. To be eligible for reimbursement, the courses must be directly related to the employee's work assignment or job description, as determined by the Chief of Police.

3. Notwithstanding the preceding, the Chief of Police shall have the sole and complete discretion to approve or disapprove courses for reimbursement. The Chief of Police may disapprove course work and associated expenses for reimbursement for any reason he deems fit including, but not limited to, budgetary limitations, work scheduling concerns, prior discipline, or anticipated retirement or severance from City service.

4. Upon completion of the course work approved in advance by the Chief of Police, the employee shall submit a certified transcript or grade report which indicates the grade received in the approved course, and receipts, invoices and other official documentation which demonstrates the actual costs to be reimbursed. Failure to submit any such documentation within three (3) months of completion of the approved course work shall preclude reimbursement under this Article.

5. Any employee who does not successfully complete the approved course work will not be entitled to reimbursement of any costs. Successful completion shall be defined as receipt of the grade C, or its equivalent, or above.

6. The Chief of Police shall have the authority to issue regulations to fully implement this program. In the event the Union objects to any portion of the regulations issued, the Union President shall detail such objection in writing to the Chief of Police no later than thirty (30) days after the regulations are issued. The Chief of Police and the Union shall then meet to discuss the detailed objections in a good faith attempt to resolve any such concerns. In the event the Union does not file objections within the thirty (30) day time period, the regulations shall be in full force and effect, and shall be binding on any employee seeking reimbursement under this Article.

SECTION 2:

In the event an employee has declared his/her intent to retire and incorporate vacation pursuant to Article 23 of this Agreement, nothing in this Agreement shall entitle such employee to obtain training, attend conferences or seminars, receive educational reimbursement under Section 1, or otherwise receive compensation or reimbursement for training/education other than that minimally required of his/her current position pursuant to state law.

ARTICLE 31
RESIDENCY

SECTION 1:

All bargaining unit employees must reside within one hour drive of Euclid City Hall. All employees will notify the Chief at least one week prior to any change of residence.

ARTICLE 32
LICENSE PROFICIENCY BENEFIT

Each record room employee who has completed and passed the formal training requirements and has been certified in the following license categories, i.e., (1) LEADS (Law Enforcement and Automatic Data System); (2) CRIS (Cuyahoga Regional Information System); (3) NCIC (National Crime Information Center); and (4) BCI (Bureau of Criminal Investigation) shall receive an hourly proficiency benefit during the term of this Agreement, payable one-half (½) of benefit in June and one-half (½) of benefit in December, of each year:

A. Full-time personnel (40 hours per week) - $2.30 per hour

B. Part-time personnel - $2.30 per hour

ARTICLE 33
DURATION OF AGREEMENT

SECTION 1.

This Agreement shall be effective as of the date of execution subject to earlier effective dates for wages, as negotiated, and shall remain in effect through December 31, 2014, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of such period notified the other party in writing of its intention to terminate this Agreement.

SECTION 2.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject not removed by Ohio Revised Code Section 4117.01, et. seq. encompassing all areas of collective bargaining, and the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity

are set forth in this Agreement, superseding all other prior agreements. Accordingly, the City and the Union for the duration of this Agreement voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may or may not have been within the contemplation or knowledge of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE 34
CONFLICT OF CONTRACT, LAWS AND ORDINANCES

SECTION 1.

This Agreement is subject to all applicable and existing or future laws or regulations of the State of Ohio, including applicable and existing or future laws or regulations of the City of Euclid. Should any part of this Agreement be invalid by operation of law existing or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portion, and they shall remain in full force and effect. In such event, and upon written notice by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

ARTICLE 35
ALCOHOL AND DRUG TESTING POLICY AND PROCEDURE

SECTION 1. *POLICY STATEMENT*

Both the City and theUnion recognize that alcohol and drug abuse are threats to the public safety and to the employees. Thus, the Police Department will take the necessary steps, including alcohol and drug testing, to eliminate alcohol and drug abuse. The goal of this policy is that of education, prevention and rehabilitation, rather than discipline and termination. Employees who believe they have a dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem as early as possible. The same Employee Assistance Program, benefits and insurance coverage's that are provided for all other diseases, under the City's insurance programs, will be available for individuals who accept medically approved treatment for alcohol and drug dependency.

SECTION 2. *JOB SECURITY*

It will be the responsibility of all superior officers of the department to implement this policy and to assure that no person with an alcohol or drug dependency problem will have his job security or promotional opportunities jeopardized by a request for diagnosis or treatment. The decision to request a diagnosis and to accept treatment for alcohol or drug dependency is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job

performance and/or discipline. Persons participating in the alcohol or drug dependency program will be expected to satisfy existing job performance standards and established work rules.

SECTION 3. *CONFIDENTIALITY*

It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and drug dependency problems. If any employee feels that alcohol or drugs has become a problem that is reflected in their work performance, he is strongly urged to speak to his immediate supervisor, division commander, executive officer, or the Chief of Police.

SECTION 4. *DISCLAIMER*

Nothing in this statement of policy is to be interpreted as constituting a waiver of the department's responsibility to maintain discipline or its right to take disciplinary actions, in case of poor performance or misconduct that may result from alcohol or drug dependency.

SECTION 5. *BASIS FOR TESTING*

Employees may be tested for alcohol or drug related impairment, under any of the following conditions:

(A) Where there is reasonable suspicion to believe that the employee is under the influence of, or their job performance is impaired by, either alcohol or drugs, such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion may include, but are not limited to, poor work performance, high level or patterns of sick time usage, unusual behavior or actions, involvement in an (on-the-job) accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a City vehicle, where circumstances raise a question concerning the existence of alcohol use or drug abuse by the employee. The listing of these examples are not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or drugs.

(B) After participation in an alcohol or drug abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program.

SECTION 6. *ORDER FOR TESTING*

If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or drugs, except in those cases where the Chief of Police has authorized same due to the employee's job tasks, while on duty, it shall be reported to the Officer in Charge on duty. If an employee is involved in any property-damage accident, or injured, while operating any motorized

vehicle or equipment for City business, the employee will follow the appropriate reporting procedure. The employee will be driven to an approved facility and submit to drug and alcohol screening within two hours of the incident. The Chief or OIC may exempt an employee from testing if the situation warrants and the exemption is obtained prior to the close of the two-hour test period. In all other cases, the Officer in Charge shall determine if alcohol or drug testing is warranted.

If it is determined by the Officer in Charge that the testing is warranted, he shall issue the order requiring that the test be taken. Nothing in this section shall prevent an immediate supervisor, division commander, executive officer or the Chief of Police to issue the order that the test be taken if they reasonably suspect an employee being under the influence of alcohol or drugs. The individual first reporting to the Officer in Charge shall give their reasons for doing so, in writing, to the Officer in Charge as soon as possible. This report shall be confidential, but a copy given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

If the employee refuses the order, or is noncompliant in following procedures, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with department policy.

If the employee agrees to the drug and/or alcohol test, he or she will be immediately escorted by a member of the supervisory staff or designee to an approved testing site. If the employee leaves the testing site at any point prior to being tested, the employee will be treated as having tested positive and will be referred to and disciplined in accordance with policy.

SECTION 7. *TESTING PROCEDURES*

Prior to obtaining a drug/alcohol test from an employee as outlined above, the City shall instruct the employee that the results of the drug/alcohol test can result in termination from employment.

SECTION 8. *URINE SAMPLES*

Specimen collection will occur in an authorized medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician. The employee designated to give a sample must be positively identified prior to any sample being taken.

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

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

SECTION 9. *CONCLUSION*

Upon conclusion of the test, the supervisory staff member will determine whether the employee will be taken back to their worksite or to their residence. The leave status of the employee during this period of time will be determined by the Chief in light of the particular circumstances of each case.

If the employee's test results are positive, the employee will be referred to and disciplined in accordance with department policy. If the employee's test results are negative, the investigation will be closed with approval of the Chief.

ARTICLE 36
COUNTERPARTS

This Agreement may be simultaneously executed in four (4) or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and the Civilian Uniform Police Personnel Organization (CUPPO) hereby execute this Agreement this 7th day of February, 2013.

FOR THE CIVILIAN UNIFORM POLICE PERSONNEL ORGANIZATION (CUPPO)

By: _____

Title: Sgt. Trs.

By: _____

Title: _____

Approved: _____
Robert M. Phillips
CUPPO Counsel

FOR THE CITY OF EUCLID, OHIO

By: _____
Bill Cervenik, Mayor

APPROVED AS TO FORM:

By: _____
Christopher Frey
Director of Law

EXHIBIT A
WAGE SCHEDULE

The following shall be the wage rates to be paid to employees assigned to the Records Room:

Rank	January 1, 2012	July 1, 2012	January 1, 2013	January 1, 2014
Third Class 0-12 months	$13.87	$14.15	$14.43	$14.57
Second Class 12-24 months	$15.22	$15.52	$15.83	$15.99
First Class 24 months +	$16.58	$16.91	$17.25	$17.42
Proportional Premiuum Paid July 1, annually	$250.00	-------	$250.00	$250.00

(195-12)

Resolution No. **172-2012**

By – Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute Agreements by and between the City of Euclid and the Civilian Uniform Police Personnel Organization, as exclusive bargaining agent for Police Dispatchers and Records Clerks in the Department of Police, to be effective January 1, 2012 through December 31, 2014.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and the Civilian Uniform Police Personnel Organization to determine equitable compensation, benefits, working hours, and other employment matters for Police Dispatchers and Records Clerks in the Department of Police; and

WHEREAS, the terms of the new contract include a two percent (2%) hourly rate increase for the period of July 1, 2012, through December 31, 2012; a two percent (2%) increase effective January 1, 2013; and a one percent (1%) increase effective January 1, 2014; and

WHEREAS, an increase of license proficiency of $.15 per hour will be effective on and after January 1, 2013; and

WHEREAS, employee monthly contribution for health care costs will increase by $25 beginning with January, 2013; and

WHEREAS, newly hired employees will be limited to no more than 4 weeks of vacation leave and a reduction of 3 holidays on an annual basis; and

WHEREAS, other non-economic language changes will be made to clarify current contract provisions; and

WHEREAS, the terms and conditions of the Agreements have been ratified by the members of the collective bargaining unit.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute Agreements by and between the City of Euclid and the Civilian Uniform Police Personnel Organization, as exclusive bargaining agent for Police Dispatchers and Records Clerks in the Department of Police, effective January 1, 2012 through December 31, 2014.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this resolution shall take immediate effect.

Attest:

Clerk of Council

President of Council

Passed: November 19, 2012

Approved:

Mayor