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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF EUCLID

and

***CIVILIAN UNIFORM POLICE
PERSONNEL ORGANIZATIONS
“CUPPO”***

POLICE RECORD ROOM CLERKS

Effective

January 1, 2018
through
December 31, 2020

**Per Resolution No. 14-2018
Passed: February 5, 2018**

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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 Police Records Room 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 the 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 lay off 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 for the 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 United 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 this work may ask for the President to assist him in adjusting the grievance with this 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

- A. **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.
- B. **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.
- C. **STEP THREE.** If the employee/grievant is not satisfied with the disposition of the grievance at Step 2, the employee/grievant may request a hearing before the Mayor of the City of Euclid, or his designee, by completing Grievance Report Form Step 3. The employee/grievant's request for hearing before the Mayor, or his designee, shall be made within five (5) working days following the receipt of the disposition of the Step 2 procedure. The Mayor, or his designee, shall within seven (7) working days after receipt of the request, set a date for the review of said grievance to appear and give testimony and present any additional facts or documentation relating to the grievance. The Mayor, or his designee, shall, thereafter, within fifteen (15) working days, make a written report to the Union and the employee/grievant setting forth its decision, either approving or disapproving the grievance.
- D. **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 Arbitrator. 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, when feasible, 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. Revision 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. Records of disciplinary action so removed from employees' personnel files shall be placed and sealed in a separate file by the Employer until such time as those materials may be properly destroyed, pursuant to applicable law. The Employer may maintain a memorandum of such removed and stored records.

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 twenty nine (29) 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/she completes a probationary period of one year.

SECTION 5.

Should an employee fail to qualify during his/her 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**

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**

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, 2018, 2019, 2020 which is reflective of a 2% wage increase in each of the years.

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 (1 ½) time 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 twenty nine (29) hours per week measured on an individual, annual basis.

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 (1 ½) 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 employees assigned to the 10:00 a.m. to 9:00 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 and payable in January of each year.
- B. The City shall provide a yearly uniform maintenance allowance of two hundred seventy five dollars (\$275.00) and payable in November of each year.

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 and payable in January of each year.
- B. The City shall provide a yearly uniform maintenance allowance of two hundred fifty dollars (\$250.00) and payable in November of each year.

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 full-time members of the bargaining unit:

The First Day of January (New Year's Day)
The Seventh Day of January (Eastern Orthodox Christmas)
The Third Monday of January (Martin Luther King Jr. Day)
The Third Monday of February (President's Day)
The Seventeenth Day of March (St. Patrick's Day)
The Friday before Easter (Good Friday)
The Fifteenth Day of May (Police Memorial Day)
The Last Monday in 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 Year's 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 Day of December (Christmas Eve)
The Twenty-Fifth Day of December (Christmas Day)

SECTION 4.

All record room employees who are assigned and actually work the holidays listed in the Section 1 herein, excluding those holidays listed in Section 3 herein, shall be paid at the rate of one and on-half (1 ½) time their normal pay.

SECTION 5.

All members of the bargaining unit shall be entitled to take two (2) personal days off per year (total 16 hours) 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 (Easter 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 28 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 four (4) 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 shall receive 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

- A. COMPUTATION - Each member shall earn paid sick leave at the rate of one and one-fourth (1 ¼) days for each completed month of service. Each full calendar month of service shall be deemed as a completed month.
- B. UNUSED SICK LEAVE - Unused sick leave shall be unlimited in its accumulation.
- C. 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.
- D. 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.

- E. 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.
- F. 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. 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.
- G. 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.
- H. 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

- A. A bargaining unit member who suffers the loss of a member of their immediate family, as defined herein, shall be granted three (3) 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.
- B. 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

- A. The City will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The City reserves the right to develop policies in order to implement the FMLA, and such policies shall not conflict with any terms and conditions of this Agreement. All leaves shall run, where applicable, concurrently with Family and Medical Leave (FML).

B. Members shall first use accrued sick, personal, furlough or other accrued time, as appropriate, prior to taking unpaid leave. A member who takes FML because of the a licensed physician or other appropriate health care provider indicating that the member is fit to return to work, prior to returning to work.

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

A. 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:

1. the difference between their gross monthly wages as an employee of the City of Euclid and their gross monthly military wages; or
2. five hundred dollars (\$500.00).

However, 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.

B. 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

- A. 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.
- B. 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. JOB RELATED MEDICAL LEAVE OF ABSENCE

- A. Any employee absent as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio shall receive only that portion of his regular salary that, together with the payments received under the Workers' Compensation Law, will equal his regular salary at the time the injury is sustained. In the event that time off from work is required, they may be offered Salary

Continuation in lieu of other forms of compensation under the Workers' Compensation law, provided the City's procedures for injury reporting, compliance and documentation are followed. This documentation will include, but not limited to, completing a City accident/injury report by end of day/end of shift, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement. This report will be filed with Human resources, as well as the person's direct manager and/or Department head. All cases will be dealt with on an individual basis, and the City's decision on each case will be made without prejudice or precedence.

- B. Any employee receiving compensation under Workers' Compensation who reimburses the Employer for any amount the Employer paid, pursuant to Part A of this Section, shall not be charged sick leave for any time he shall be absent because of such job-related or the claim is disallowed. Any time the employee has been absent from work shall be deducted from their appropriate earned leave balances, or if none are available, will be considered unpaid leave. The time spent on leave shall also be counted under the person's Family and Medical Leave Act (FMLA) allotment as such leave also qualifies under the FMLA.
- C. The Employer's payment to an employee under Part A of this article shall continue during the time the employee is receiving payments under the Workers' Compensation Law, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his option, use his accrued sick and vacation leave. If an employee is unable to return to work or if he could demonstrate a need for further leave of absence, with or without pay, the Mayor, in his discretion, may grant a leave of absence, with or without pay, for a period not to exceed three (3) years. At the completion of the leave, the employee shall be permitted to return to active duty without any loss of seniority.

SECTION 8. PARENTAL LEAVE

Special leave with pay will be provided for up to three (3) days to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a spouse is excluded from this policy.

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 the 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**

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 \$50,000.00 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 2,080.00

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	\$200.00 per year
Ten Years or More	\$250.00 per year
Fifteen Years or More	\$300.00 per year
Twenty Years or More	\$350.00 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.

The City's self-insured health insurance plan, the City shall be liable for the entire cost of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims. 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 2018, Exhibit B will be implemented. The premium, deductibles, co-insurance, and co-payments for the health insurance plan options, including vision and dental, are defined, and incorporated as if fully rewritten herein, in the schedule attached as Appendix B. The City reserves the right to change insurance carriers or self-insure at its discretion, providing such benefits are substantially comparable to those currently provided. The parties agree that the employee contribution is (14%) for 2018 through 2020. Reopener negotiations will commence only if the health insurance premiums increase is greater than nine percent (9%) in 2019 and nine percent (9%) in 2020.

SECTION 5.

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan and a group vision plan, on either an individual or family basis. For 2018-2020, the employee shall contribute 14% of the COBRA rates established on 1/1/2018 subject to the employees being solely liable for the payment of any deductibles or co-payments, required under this plan. See Section 4 regarding reopener negotiations for 2019 and 2020.

SECTION 6. HEALTH SAVINGS ACCOUNT (HSA)

An employee who elects to participate in the High Deductible Health Insurance Plan/HSA health shall receive an Employer HSA contribution of \$1,975 in 2018 for employees participating in the family plan or \$800 in 2018 for employees participating in the single plan.

If an employee has been advanced HSA funding by the Employer in any calendar year, is separated from employment during the calendar year prior to December 1 (except for layoff or reduction in force) and has money remaining in the HSA (i.e., has not exhausted the HSA funding prior to separation), any remaining amounts in the HSA shall remain in the employee's possession and control except current year funding by the Employer. The employee shall reimburse the Employer the current year HSA funding by the Employer prorated based upon the number of full months remaining in the calendar year. The appropriate amount will be withheld from the employee's final pay check.

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 course 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 proceeding, 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 the 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
LICENSE PROFICIENCY BENEFIT

SECTION 1.

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) NCIC (National Crime Information Center); and (3) BCI (Bureau of Criminal Investigation) shall receive an hourly proficiency benefit during the term of this Agreement, payable one half (1/2) of benefit in June and one half (1/2) of benefit in December, of each year:

- A. Full and part time personnel - \$2.35 per hour in 2018, \$2.40 in 2019 and \$2.45 in 2020.

ARTICLE 32
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, 2020, 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 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 33
CONFLICT OF CONTRACT, LAWS AND ORDINANCES

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 34 ***ALCOHOL AND DRUG TESTING POLICY AND PROCEDURE***

SECTION 1. POLICY STATEMENT

Both the City and the Union 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 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 designate 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 officer 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 demand, 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 35 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 22 day of February, 2018.

FOR THE CIVILIAN UNIFORM POLICE PERSONNEL ORGANIZATION (CUPPO)

By: Sharon Vuganek
Title: CUPPO President

By: Kelly A. Sweeney
Title: CUPPO Vice President

FOR THE CITY OF EUCLID

By: Kirsten Gail
Kirsten Holzheimer Gail Mayor

APPROVED AS TO FORM:

By: Kelley A. Sweeney
Kelley A. Sweeney
Director of Law

EXHIBITA - WAGE SCHEDULE

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

Rank	January 1, 2018	January 1, 2019	January 1, 2020
Third Class (0-12 months)	\$15.70	\$16.01	\$16.33
Second Class (12-24 months)	\$17.22	\$17.56	\$17.91
First Class (24 + months)	\$18.76	\$19.14	\$19.52
Senior Record Clerk-Records	\$21.00	\$21.42	\$21.85
Proportional Premium as of July 1, annually	\$250.00	\$250.00	\$250.00

EXHIBIT B – MEDICAL BENEFITS

Employee % Contribution 14.0%		Medical - Traditional (PPO) \$250 DEDUCTIBLE				
Employee Contribution	Estimated Enrollment	Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium	Total Monthly Premium
14.0%	64	Single	\$105.82	\$650.02	\$755.84	\$755.84
14.0%	227	Family	\$264.87	\$1,627.03	\$1,891.90	\$1,891.90

Medical - Metro Health Select (CleCare)						
Employee Contribution	Estimated Enrollment	Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium	Total Monthly Premium
14.0%	16	Single	\$98.68	\$606.17	\$704.85	\$704.85
14.0%	12	Family	\$247.00	\$1,517.26	\$1,764.26	\$1,764.26

Medical - HDHP/Health Savings Account						
Employee Contribution	Estimated Enrollment	Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium	Total Monthly Premium
14.0%	1	Single	\$94.82	\$582.44	\$677.25	\$677.25
14.0%	1	Family	\$237.23	\$1,457.25	\$1,694.48	\$1,694.48

Annual Totals 2018	\$861,261.26	\$5,290,604.86	\$6,151,866.12	\$5,930,109.24
Health Saving Contribution From City		\$2,848.42		
Total Increased Cost To City		\$546,905.97		

2018 H.S.A. Employer Contribution	
Family	\$ 1,975.00
Single	\$ 800.00

DENTAL INSURANCE				
Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium	
Single	\$ 3.18	\$ 15.50	\$ 18.68	
Family	\$ 9.56	\$ 46.69	\$ 56.25	

VISION INSURANCE				
Coverage Level	Employee Pays	Employer Pays	Total Monthly Premium	
Single	\$ 1.04	\$ 5.06	\$ 6.10	
Family	\$ 2.51	\$ 12.23	\$ 14.74	

EXHIBIT C – JOB DESCRIPTIONS

Job Title: Record Clerk

Department: Police (42)

Status: A. Classified. B. Nonexempt - FLSA

Job Summary: Responsible for classifying, sorting and filing correspondence, records and data proper to the Euclid Police Department. Works under the immediate direction of the Record Room Supervisor.

Job Duties:

- File correspondence, cards, receipts and other records according to the system in place in the Record Room.
- Enter and retrieve data on wanted persons from the computer.
- Read incoming material and sort according to file system.
- Furnish data or reports requested by authorized personnel.
- Enter data such as traffic tickets, criminal tickets, stolen property, warrants, etc. on the Department's computer system.
- Maintain an orderly filing system that allows for easy and efficient retrieval of police reports and other information.
- Provide courteous, personal service to citizens' inquiries for assistance.
- Perform other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Office, sedentary work: exerting negligible force, occasional walking and standing. Physical activity: climbing, stooping, kneeling, pushing, pulling, lifting, fingering and grasping. Perform substantial repetitive motions of the wrists, hands and fingers.

Requirements: High school graduate. Typing skills. Computer literate. Ability to express and exchange ideas and instructions accurately and clearly. Maintain confidentiality on Department matters.

The City of Euclid does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Job Title: Senior Record Clerk - Records
Department: Police (42)
Status: A. Classified. B. Non-exempt - FLSA

Job Summary: In addition to performing the duties of Records Clerk, responsible for overseeing and coordinating the functioning of the Records Room. Serves as coach, trainer and administrator to ensure that reporting and other administrative tasks are completed effectively. Works under the supervision of the Chief or designee.

Job Duties:

- Functions as lead worker for other clerks: assigns and reviews work; schedules.
- Provides job training, coaching, and performance feedback.
- Prepares reports as required.
- Manages the daily balancing and recording of monies received from the public window.
- Serves as TAC Coordinator, ensuring compliance with procedures and training.
- Serves as Deputy Clerk of Courts in acceptance of bonds.
- Coordinates all LEADS operators and audit operations.
- Coordinates scheduling and billing for off-duty officers for security and traffic assignments.
- Responsible for the creation of recordkeeping and billing for other services provided.
- Performs other related duties as required.

(The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.)

Work Environment: Office. Sedentary work: exerting negligible force; occasional walking and standing. Physical activity: climbing, stooping, kneeling, pushing, pulling, lifting, fingering and, grasping. Perform substantial repetitive motions of the wrists, hands and fingers.

Requirements: High school graduate or equivalent. Computer and clerical skills. Ability to: access, input and retrieve information from the computer; express and exchange ideas and instructions accurately and clearly. Maintain confidentiality on Department matters.

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Resolution No. **14-2018**

By – Mayor Holzheimer Gail

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 Records Clerks in the Euclid Police Department, to be effective January 1, 2018 through December 31, 2020.

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 Records Clerks in the Euclid Police Department; and

WHEREAS, the terms of the new contract include a two percent (2%) hourly rate increase each year for the entire 2018-2020 contract period; and

WHEREAS, the employee monthly contribution for medical, vision and dental benefits is (14%) for 2018 through 2020. Reopener negotiations will commence only if the health insurance premiums increase greater than nine percent (9%) in 2019 and nine percent (9%) in 2020, and the mandatory generic and mail order prescriptions program and tobacco surcharge will continue; and

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

WHEREAS, the terms and conditions of the Agreement between the City of Euclid to execute an Agreement by and between the City of Euclid and the Civilian Uniform Police Personnel Organization, to be effective January 1, 2018 through December 31, 2020, 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 an Agreement by and between the City of Euclid to execute an Agreement by and between the City of Euclid and the Civilian Uniform Police Personnel Organization, effective January 1, 2018 through December 31, 2020.

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:

Barbara Gail
Clerk of Council

Charles W. Gail
President of Council

Passed: **February 5, 2018**

Approved:

Barbara Gail
Mayor