

CT 1001 NF 2015 \*022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

FRATERNAL ORDER OF POLICE,  
LODGE NO. 8

Effective April 1, 2013 through March 31, 2016

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CITY OF CLEVELAND - FRATERNAL ORDER OF  
POLICE, LODGE NO. 8

CONTRACT

PURPOSE

This Contract is made between the City of Cleveland (hereinafter referred to as the "City"), and the Fraternal Order of Police, Lodge No. 8 (hereinafter referred to as the "F.O.P."). The purpose of this Contract is to provide a fair and responsible method for enabling the supervisory officers on the Cleveland Division of Police, as covered by this Contract, to participate through F.O.P. representation, where necessary, in the establishment of wages, terms and conditions of employment and to establish a procedure for the resolution of all differences between the parties. Members, as used in this Contract, shall mean all members of the bargaining unit.

WITNESSETH

The parties acknowledge that during the negotiations which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract.

This agreement shall not be modified and no supplemental agreement shall be entered into without the approval of the parties.

## ARTICLE I RECOGNITION

The F.O.P. is recognized as the sole and exclusive representative for the supervisory police officers in the following classifications, ranks and/or positions for the purpose of establishing wages, hours, and other conditions of employment. The F.O.P.'s exclusive bargaining unit includes the supervisory classifications, ranks and/or positions listed below in the Division of Police, and the City will not recognize any other Union or Association of members as the representative for any police officers within such classifications, ranks and/or positions:

- (a) Sergeant
- (b) Lieutenant
- (c) Captain
- (d) Traffic Commissioner
- (e) Commander of Police, except for the two (2) Commanders assigned to the positions of Bureau of Human Resources and Executive Assistant to the Police Chief.

The Commanders of Police represented by the F.O.P. serve at the pleasure of the Mayor, and their removal from the position of Commander of Police is governed exclusively by §116 of the Charter of the City of Cleveland, and such removal from office shall not be subject to the grievance procedure set forth in Article XX of the F.O.P. contract; provided that officer(s) in the promoted ranks of Sergeant, Lieutenant or Captain shall not be terminated, laid off or demoted by reason of the termination and subsequent reversion in rank of any Deputy Chief of Police or Commander of Police pursuant to City of Cleveland Charter §116.

The Commanders of Police represented by the Union shall be salaried and shall not be entitled to any overtime or straight time payments for work in excess of eight (8) hours per day or forty (40) hours per week notwithstanding the overtime provisions contained in Article VIII of the Contract, but the practice of accruing compensatory time shall continue for the Commanders of Police who are represented by the F.O.P. and the Commanders of Police and Deputy Chiefs of Police who are not represented by the F.O.P., and the parties hereto agree that they will support any necessary ordinances to permit pay-out of such compensatory time as may be needed to permit such pay-outs.

The City agrees that a member of the bargaining unit will be assigned as a Benefits Officer for the duration of the collective bargaining agreement. The City agrees to assign a member of the bargaining unit to the Employee Assistance Unit.

The City agrees to effectuate promotions within one hundred twenty (120) days of the creation of a vacancy.

The above shall constitute the F.O.P.'s bargaining unit for the term of this Contract and shall retain, at a minimum, the historic sixteen percent (16%) differential between the ranks. All positions, ranks, and classifications not specifically stated herein as being included in the bargaining unit shall be excluded from the bargaining unit.

## ARTICLE II MANAGEMENT RIGHTS

### Section 1

The Union recognizes the City as the body of authority solely vested with the right to run the City. It shall have the right to take any action it considers necessary and proper to effectuate

any management policy, expressed or implied, except as expressly limited under this Agreement.

Further, the City has no duty to bargain over its decisions which are permitted under this Article.

## Section 2

Except as limited under this Agreement, the City's management rights include, but are not limited to, the right to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate or hire members and to determine when and under what circumstances a vacancy exists;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain members;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of the City as a unit of government;
- (h) Require members to use or refrain from using specified uniforms or other tools of duty;
- (i) Privatize or subcontract services;
- (j) Effectively and efficiently manage the work force.



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

### Section 3

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

## ARTICLE III UNION SECURITY

The F.O.P., having demonstrated that at least 85% of the eligible members in the bargaining unit of the F.O.P. are members of the F.O.P., then the City agrees all members in the F.O.P. bargaining unit shall hereafter be either members of the F.O.P. or be required to pay a fair share fee to the F.O.P. as a condition of continued employment in accordance with the terms of R.C. 4117.09(C). As provided by that statute such fair share fee requirement shall not be effective until at least sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less. It is further provided that a member who has completed his/her probationary period, and is not a member of the F.O.P. as of October 1, 1983, and who does not become a member of the F.O.P. by March 31, 1984, shall not be required to pay the fair share fee under this provision.

### CHECK-OFF

The City will deduct regular initiation fees, assessments, fair share fees where appropriate, and monthly dues from the pay of members in the bargaining unit covered by this Contract upon receipt from the F.O.P. of individual written authorization cards voluntarily executed by the member for the purpose and bearing his/her signature, or in the matter of fair share fee, written verification by the F.O.P. of non-membership of a bargaining unit member. Provided, that:

(a) A member shall have the right to revoke such dues by giving written notice to the City and F.O.P. during the thirty (30) day period preceding the termination of this Contract.

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

(c) The F.O.P. will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by a member against the City (or the City and F.O.P. jointly).

(d) All deductions under this section, accompanied by an alphabetical list of all members for whom deductions of dues or fair share fees have been made, shall be transmitted to the F.O.P. no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, the F.O.P. shall assume full responsibility for the disposition of all funds which have been deducted and transmitted to the F.O.P. in accordance with this provision.

(e) The City will not make any other deductions for dues and/or initiation fees for any employee organization, except as are provided by court orders in effect on the day of execution of this agreement.

(f) The F.O.P. must provide the City with at least thirty (30) days advance notice of any change in the fair share fee amount or other voluntary contribution amounts.

#### UNION BUSINESS

The President of the F.O.P. or in his/her absence or unavailability, his/her designee for such purposes, shall be entitled to a reasonable amount of time for the purposes of conducting the City business of the F.O.P.

The City agrees to provide the Union with a bulletin board at each police district and major units/departments at the Justice Center. Said bulletin board shall be constructed in such manner as to be enclosed with a glass/plexiglass front and capable of being locked. Only notices pertaining to organization or departmental business as it relates to the Union will be posted. All notices posted will have attribution by an authorized Union representative. The City can remove any materials inconsistent with this provision after notifying the Union.

#### ARTICLE IV BILL OF RIGHTS

Bargaining unit members shall be entitled to the following rights:

(a) In a criminal investigation, interview, or interrogation, the member shall be provided the same constitutional and statutory safeguards afforded to all citizens.

(b) A bargaining unit member who is questioned as a suspect or a witness in an internal investigation that could lead to criminal and/or departmental charges, ordered by the

Chief of Police or his designee, shall be advised of the nature of the internal investigation prior to such questioning, and will ultimately be advised as to the disposition of such investigation.

(c) Any employee who is the subject of an investigation and who has been subjected to verbal questioning or the submission of written reports shall be notified within ten (10) days of a determination that the investigation is not going forward.

(d) Questioning or interviewing of a member in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities.

(e) The member's home address and photograph shall not be given to the press or news media without the member's express consent. If any of the aforementioned are leaked to the media, it will not negate the Division's right to proceed with the matter at hand.

(f) Complaints against a member, when designated by the Chief to be unfounded, shall not be included in the member's personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.

(g) Before a member may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he/she shall be advised by a Supervisory Officer that such conduct may be the basis for such a charge.

(h) Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises, shall not be admissible in any subsequent criminal action.

(i) In the event that formal disciplinary action, before the Safety Director or the Chief of Police, is taken against a member, the member shall have the right to request the presence of legal counsel and/or one representative from the officially recognized F.O.P. when such action is taken, and the attorney and/or representative shall have the right of cross-examination. In a disciplinary hearing before the Chief of Police the member may have a representative present selected by the F.O.P.

(j) The attorney for the City and the attorney representing a bargaining unit member who has been charged with disciplinary rules violations, or the bargaining unit member himself if not represented by counsel, shall provide each other, prior to commencement of disciplinary hearings, with a list of all persons who will testify at the hearing, and shall provide copies of factual statements concerning the subject matter of the administrative charges of witnesses who actually testify at the hearing; provided, that such disclosure of witnesses or statements will not compromise any criminal or internal investigation or compromise a promise of confidentiality previously given to such witness. The City will provide the bargaining unit member, prior to hearing, copies of his/her own written statements or reports regarding the matter that is the subject of the hearing. Failure to comply with the terms of this provision will not affect the validity of any discipline imposed. Both parties agree that they will have a reasonable postponement of the hearing to exchange the information, subject to the above restrictions on disclosure.

(k) If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 3 or Step 3-A. If a decision has not been rendered after the expiration of a thirty (30) day period, the Union shall request in writing that a



decision be issued within ten (10) days. The City will be provided up to an additional ten (10) days upon request.

(l) All complaints filed by a citizen against a bargaining unit member shall be submitted by the complainant in the complainant's own handwriting and signed. When a complaint is filed more than six (6) months after the date of the alleged event, and the complaint could not lead to a criminal charge, the accused member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action for the complaint. Copies of all such complaints shall be immediately provided to the bargaining unit member when he or she is asked to respond. In those cases where the complainant is illiterate, tape recordings of the complaint shall be made and retained on file, and the bargaining unit member shall be given the opportunity to listen to the tape recording when asked to respond if he or she requests. This does not preclude the police officer assigned to the Complaint Unit from summarizing the essence of the complaint.

(m) In such cases where the administrative investigation is initiated without a citizens' complaint, and the investigation could not lead to criminal charges, the City shall not bring administrative charges later than six (6) months after the date within which the Chief had knowledge of the alleged violation. If the administrative charges are not brought within six (6) months, the accused member may be ordered to respond to the complaint and to the investigation, but shall not be subject to disciplinary action. The City may be granted an additional ninety (90) days for good cause shown.

(n) When a member requests F.O.P. representation with respect to disciplinary action against him/her, he/she shall be permitted to call one of the elected officers of the F.O.P.

(o) In addition to the Chief, a Deputy Chief can conduct a predisciplinary hearing and make recommendations to the Chief regarding discipline up to and including a ten (10) day suspension.

#### ARTICLE V LABOR/MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee, consisting of the Personnel Director, or Director of Labor Relations, Safety Director, Chief of their designees, and three (3) representatives of the F.O.P. This Committee shall meet at least once every three (3) months at the request of either party, for the purpose of discussing and attempting to resolve any mutual, work-related problems. Requests to meet shall be in writing.

#### ARTICLE VI PROTECTION OF PROPERTY AND SECURITY

Each supervisory officer shall be assigned his/her own personal locker which shall be his/her sole responsibility to clean and maintain, and no other member of the City shall be permitted access to such personal locker without the said supervisory officer assigned to the locker being present at such inspection.

#### ARTICLE VII OVERTIME

(a) The work day for member shall consist of eight (8) hours or ten (10) hours of work with a designated starting and quitting time. The normal work year is defined as a yearly average of two thousand eighty (2,080) hours per year. The normal pay period shall be eighty (80) hours of pay so that members shall receive one twenty-sixth (1/26) of their annual salary

every two weeks. The hourly rate for overtime compensation is established by dividing the member's annual salary by two-thousand eighty (2,080) hours per year.

(b) The City shall be the sole judge of the necessity for overtime. For members scheduled to a seven (7) day work period, all hours in excess of forty (40) hours in that work period will be compensated at a rate of one and one-half ( $1\frac{1}{2}$ ) times the member's regular rate of pay. For all members scheduled to an eight (8) day work period, all hours in excess of forty-eight (48) hours during that work period will be compensated at a rate of one and one-half ( $1\frac{1}{2}$ ) the member's regular rate of pay. All work in excess of the regular eight (8) hours or regular ten (10) hours worked shall be overtime and shall be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ) of the member's regular rate of pay.

(c) For officers assigned to a ten-hour shift, they will have 157 days off (currently referred to as V-days), except during a leap year when the number of V-days will be 158.

(d) For officers assigned to an eight-hour shift they will have 105 days off (currently referred to as V-days), except during a leap year when they will have 106. The current practice of adjusting for V-days at the end of the year will be maintained for both eight-hour and ten-hour shifts.

(e) 10-Hour Shifts. The City shall implement 10 -hour shifts for sergeants and lieutenants assigned to the B and C Platoons in basic patrol. Contingent upon mutual agreement of the parties, ten hour shifts may be implemented on A Platoon in basic patrol and for one or more specialized units. For ten-hour shifts and subject to the City's ability to modify start times set forth below, "B" platoon shift coverage would be from 1300 to 2300 for sector 1 and 1500 to 0100 for sector 2. "C" platoon shift coverage will be from 2000 to 0800, with the following start



times, 2100 for sector 1 and 2200 for sector 2. The following range of start times for those in basic patrol on ten-hour shifts shall be adhered to by the City.

A Platoon – 0500 to 0900

B Platoon – 1300 to 1800

C Platoon – 1800 to 2200

The City shall have the right to adjust shifts within these parameters. However, start times can be changed no more often than monthly [thirty (30) days] for those in basic patrol on ten-hour shifts, and the City shall notify an employee at least seven (7) calendar days in advance of any change of his/her normal starting time.

For employees assigned to ten-hour shifts, the following will be the work-day to off-day cycle.

4 on 4 off = 8 days

5 on 3 off = 8 days

5 on 3 off = 8 days

5 on 3 off = 8 days

5 on 4 off = 9 days

4 on 4 off = 8 days, then repeat from the top.

This cycle does not represent a “work period” for the purposes of FLSA. (29 U.S.C. 207(k)). This cycle must be implemented in a fashion which does not create built-in overtime.

For purposes of determining shift differential for those officers on basic patrol, the start times will be consistent with the ranges specified above (A Platoon 0500-0900, B Platoon 1300-1800 and C Platoon 1800-2200). A Platoon will continue on the eight-hour shift

schedule with platoon coverage at 0600 to 1400 for sector 1, and 0800 to 1600 for sector 2, subject to the City's right to modify starting times as set forth above.

(f) Shift Bids. Shift bids will be one time every November 1<sup>st</sup> for the next calendar year. The shift bids go into effect on or about January 1<sup>st</sup> of the following year. Shift bids will be based on seniority.

(g) All paid holiday hours and paid vacation hours shall be counted as hours worked for the purpose of computing overtime. Sick leave and compensatory time taken shall not be counted for the purpose of determining overtime. There shall be no pyramiding of overtime or other premium pay compensation, and overtime shall be computed on the basis of whatever total overtime hours are greater for the week, either on a daily or weekly basis, but not both.

(h) A method of compensation shall be in the manner and fashion specified below, at the election of each member:

- (1) By paying current straight time in salary for the period worked with one-half ( $\frac{1}{2}$ ) time being credited to accumulated compensatory time if applicable; or,
- (2) By crediting time and one-half ( $1 \frac{1}{2}$ ) or straight time, if applicable, to accumulated compensatory time.

The election made by each member as to the method and fashion in which overtime compensation is to be issued binds and requires each member to accept overtime in a manner consistent with said election for one three (3) month period effective January 1st, April 1st, July 1st and/or September 1st of each year. Each member shall make his quarterly election in writing by January 1st of each respective year and records of such election will be kept and maintained at the District level and the Chief's Office.

(i) A member of the bargaining unit, who has 22 years of service in the Division and has reached the age of 45, may elect to have overtime compensation thereafter paid in salary.

(j) Members who work on Holidays provided by the Contract shall be compensated for said work on the following basis:

- (i) Twelve (12) hours, compensatory time shall be added to the member's compensatory time for each eight (8) hour Holiday worked; or,
- (ii) Fifteen (15) hours, compensatory time shall be added to the member's compensatory time for each ten (10) hour shift actually worked; or
- (iii) A member who does not work on a holiday shall receive eight (8) hours of straight time compensation.

(k) Compensatory time off shall be granted in accordance with operational needs and upon reasonable request by the member requesting said time. Request for use of accumulated compensatory time will be considered and granted on the basis of seniority within the work unit.

(l) Jury Duty. A member called for jury duty shall be determined to be on a tour of duty and will be compensated for the jury duty. To be eligible for such pay, a member must:

- (i) present verification of his/her call to jury duty.
- (ii) surrender amount received as jury duty to the Treasurer of the City of Cleveland.

(m) Any member required to work a regularly scheduled day off, *i.e.*, vacation or furlough day, shall be compensated at time and one-half his/her regular rate of pay.

(n) Call-Back Pay. Any member required to report back to duty, for other than a normally scheduled tour of duty at a time not contiguous to his/her regular schedule shall be guaranteed a minimum of four (4) hours compensation at time and one-half (1½) the member's regular rate of pay. The City shall not be permitted to change a member's regular work schedule

for the purpose of circumventing this section. Call-in pay shall not apply to SWAT call-ins which are cancelled within fifteen (15) minutes of the initial call-in.

(o) The granting of overtime for phone calls or any other communication received while off-duty shall be governed by the nature and length of the communication.

No compensable overtime will be paid if the communication is a result of an officer's error or oversight. This would include an officer's failure to return car keys or other equipment to its proper location.

Overtime for communications received while off-duty are compensable only if the communication is relating to a Division of Police matter and comes from a supervisor with the commander's permission, or comes from a prosecutor.

A communication is compensable only to the extent that the communication is at least 15 minutes in duration. Communications that are 15 to 30 minutes in duration shall be compensated at 30 minutes at premium pay, 31 to 60 minutes at 1 hour of premium pay and going forward in increments of one half hour.

(p) Sector supervisors assigned to an 8-hour shift shall receive one (1) hour of compensatory time, and sector supervisors assigned to a 10-hour shift shall receive one and one-half (1½) hours of compensatory time, per tour of duty for performing the responsibilities of a supervisory training officer when a patrol officer in that sector, who is within the original six (6) month probationary period works that same tour of duty.

## ARTICLE VIII COURT TIME

When an employee is required to remain at work after the normal quitting time of his/her regular shift in order to make a court appearance, prosecutor review, or continued presence in a court-related matter, the employee will be paid the overtime rate of pay for actual time worked in excess of the employee's normal shift. If an employee is called in when he/she is not regularly scheduled to work and at a time not contiguous with his/her regular shift for a court appearance, prosecutor review or other court related-matter, the employee shall be paid for a minimum of three (3) hours work at one and one-half (1½) times the regular hourly rate, provided that Third Platoon and Fourth Platoon Officers who must make a court appearance on a day on which the employee works a tour of duty shall be guaranteed pay for a minimum of four (4) hours of work at one and one-half (1½) times the regular hourly rate.

## ARTICLE IX SHIFT DIFFERENTIAL

All members shall receive an hourly shift differential of 35¢ per hour worked when employed on the Second Platoon, 35¢ per hour worked when employed on the Third Platoon; and 47¢ per hour worked when employed on the Fourth Platoon.

For the purposes of determining Shift Differential and Court pay the "starting time" listed at/during the below times shall designate the respective platoon and applicable premium rate for employees assigned to eight-hour shifts:

1st Platoon = From 0500 hrs. to 1159 hrs.  
2nd Platoon = From 1200 hrs. to 1759 hrs.  
4th Platoon = From 1800 hrs. to 2129 hrs.  
3rd Platoon = from 2130 hrs. to 0459 hrs.

For the purposes of determining the appropriate Shift Differential and Court premium pay only, for employees assigned to ten (10) hour shifts the “starting time” listed at/during the below times shall designate the respective platoon and applicable premium rate.

A Platoon – from 0500 hours (5:00 a.m.) to 0900 hours (9:00 a.m.)

B Platoon – from 1300 hours (1:00 p.m.) to 1800 hours (6:00 p.m.)

C Platoon – from 1800 hours (6:00 p.m.) to 2200 hours (10:00 p.m.)

#### ARTICLE X NON-DISCRIMINATION

Both the City and the F.O.P. hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, sexual orientation, disability, or age.

#### ARTICLE XI REPRIMAND

All disciplinary actions or penalties will not be considered after two (2) years from the date of the action.

Employees will be subject to immediate discharge for, including but not limited to, the following offenses: 1) accumulation of (two) 2 OVI convictions within two (2) years, and 2) conviction for drug related offenses.

The Chief or designated Deputy Chief can administer discipline up to, and including, ten (10) day suspensions.

ARTICLE XII  
FURLOUGH

All members shall be granted the following vacation leave with full pay for each year based upon their length of City service as of December 31 of the previous year as follows:

<u>Years of Service</u>	<u>Vacation</u>
After 1 year	2 weeks
After 8 years	3 weeks
After 12 years	4 weeks
After 22 years	5 weeks

There shall be fifty-two (52) one-week furlough periods scheduled during each calendar year. One week of furlough is defined as forty (40) hours. Furlough periods will be selected in each rank on a seniority basis, as determined by the Chief of Police in order to assure the proper functioning of the Division.

ARTICLE XIII  
SICK LEAVE

(a) Accrual of Leave

All regular full-time members in the bargaining unit shall be credited with Sick Leave at the rate of ten (10) hours per month or one hundred-twenty (120) hours per year. Unused Sick Leave shall be cumulative and available for future use. Sick Leave accumulation shall be unlimited for full-time members. A member who leaves the service of the City, and is rehired within ten (10) years, may receive credit for any sick leave previously accrued.

(b) Conditions of Sick Leave

(1) Members shall not be paid Sick Leave unless they notify their supervising officer or designee at least one (1) hour before the member's scheduled starting time on the first day of the absence on account of sickness.



(2) The Medical Unit and/or the Personnel Unit may require a written statement from the member justifying the request for paid Sick Leave and/or a certificate from a licensed physician verifying the nature of the claimed sickness or injury provided that such a medical certification must be submitted for any sickness or injury extending beyond three (3) days. The validity of all medical excuses and certifications are subject to review by the Medical Unit of the Division and if refused by the Medical Unit, the matter shall be subject to the Grievance Procedure. Falsification of either a written signed statement, request for Sick Leave pay, or a licensed physician's certificate shall be grounds for disciplinary action including dismissal.

(3) The Division of Police will not require a member to obtain a release from the Medical Unit to return to duty if the sick leave absence is three (3) days or less during the previous twenty-six (26) weeks, provided that the Division of Police may notify a member that he or she will be required to report to the Medical Unit after a day of sick leave at any time.

If the F.O.P. bargaining unit absentee ratio is maintained at 4% or less for a continuous six (6) months period, then members who are absent on sick leave for ten (10) days or less during the previous fifty-two (52) weeks will not be required to obtain a medical release from the Medical Unit prior to returning to duty. The City will calculate the absentee ratio for each six (6) month period and give the F.O.P. the results. This provision shall become applicable if the absentee ratio exceeds 4% over a six (6) month period and the stricter provision above shall apply. Further, the Personnel Unit may require a member to justify any claimed sickness or illness and to be examined by the Medical Unit, and a medical examination/review must be obtained in all cases where there has been an illness or sickness extending beyond three (3) days.



In the event of any on-duty or off-duty injury resulting in time lost from work, a member must receive a medical examination/review by the Medical Unit before returning to work.

(4) Sick Leave with pay shall be granted only for (1) actual sickness or injury, (2) confinement by reason of a contagious disease, (3) visit to a doctor or dentist for medical or dental care, or (4) serious illness of a member or a member's immediate family (emergency).

This includes temporary disabilities, such as pregnancy and childbearing.

(5) Sick Leave with pay shall not be granted for any sickness resulting from intoxication or use of narcotics, except that Sick Leave will be granted for treatment or rehabilitation as approved by the Medical Director on the same basis as granted for any other illness.

(6) The policy of restricting members to their homes during period of extended recuperation is rescinded. This policy shall not apply to any member who strikes off on the sick list for short term recuperative periods in cases where the member has had a history of sick leave usage suggesting a pattern of abuse or where the member is suspected of engaging in secondary employment while on sick leave.

(7) Members are prohibited from engaging in strenuous or physical secondary employment (e.g., private security, physical labor), while on a sick leave or medical leave.

(8) A member who fails to report back to work at the end of a leave of absence shall be considered to have voluntarily resigned.

#### SICK LEAVE BANK

An employee who is suffering from a serious medical condition as defined by the FMLA; who has exhausted all of his/her sick, furlough, compensatory and holiday time; and who is not

on any step of the sick-abuse policy, may submit a written request for sick leave donations from other sworn police officers.

In response to a request for sick leave from an eligible employee, an employee may donate, in writing, sick leave up to a maximum of one hundred-twenty (120) hours. Donating employees must have a minimum balance of one hundred-twenty (120) hours of sick leave immediately following the donation. Employees cannot contribute more than one hundred-twenty (120) hours of sick leave in total donations per calendar year.

The FOP will indemnify and hold the City harmless from any action emanating from sick leave donations.

#### FUNERAL LEAVE

In the event of the death of a father, father-in-law, mother, mother-in-law, brother, sister, husband, wife, grandfather, grandmother, son-in-law, daughter-in-law, grandchild or child of an officer, such officer shall be allowed time off with pay to arrange for and attend the funeral of the deceased. The time allowed shall not extend beyond five (5) days if the funeral occurs in the State of Ohio, and up to seven (7) days if the funeral occurs outside the State of Ohio. Upon request of the officer, a commanding officer may grant additional time, drawn against accumulated overtime. In the event of the death of an officer or retired officer, a funeral detail will be provided upon request.

#### FAMILY MEDICAL LEAVE ACT

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

#### ARTICLE XIV HOLIDAYS

All regular full-time members shall be entitled to eleven (11) paid holidays as follows:

New Year's Day	Good Friday
Dr. Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Members are entitled to two (2) floating holidays in each calendar year, one of which is in honor of Police Memorial Day, which will be given to the member upon request and where five (5) days' notice has been provided to the Division. If the operating needs of the Division cannot be met because there are too many requests for a specific day, the requests will be honored in accordance with seniority. Holiday compensation and/or allocation will be in accordance with the provisions of Article VII ¶(k).

If a holiday falls on a member's regularly scheduled work day, but his/her unit is scheduled to close on such holiday, the member shall be offered an opportunity to work in another unit which is not scheduled to close.

#### BRIDGE DAYS

PH days and/or compensatory time can be used as a "bridge" day. Up to one (1) bridge day for employees on ten-hour shifts and up to two (2) bridge days for employees on eight-hour shifts may be used in conjunction with furloughs. These requests will not be denied except in instances that would cause the denial of furlough.

#### FAMILY DAYS

Members may request two (2) days off per year for graduation, wedding, or religious ceremony or similar family event, and will give a thirty day notice of said request to the

Division. Such request shall be granted unless a conflict exists with emergency operational needs of the Division and the member shall use his/her compensatory time for the day off.

ARTICLE XV  
GUN PURCHASE

(a) A member of the bargaining unit who has 23 years of service in the Ohio Police & Fire Pension Fund and has reached the age of 46, may purchase their primary City-issue handgun at the agreed upon fair market value (not to exceed the maximum limit of the Clothing Allowance). Said purchase may be made via cash or deducted from the member's annual clothing allowance.

ARTICLE XVI  
LONGEVITY

Members shall receive longevity pay on March 31st of each calendar year in accordance with the following schedule:

After 5 years	\$300.00
After 10 years	475.00
After 15 years	575.00
After 20 years	700.00
After 25 years	800.00

ARTICLE XVII  
CLOTHING ALLOWANCE/MAINTENANCE

Any member, upon promotion, shall receive an additional uniform promotion allowance, payable in cash, in the amount of Two Hundred Fifty Dollars (\$250.00), payable immediately upon promotion. Members entering the bargaining unit by being promoted to sergeant shall be entitled to this additional uniform promotion allowance.

Effective in 2015, each member, with more than one (1) year of seniority, shall receive an annual uniform clothing allowance of Four Hundred Dollars \$400.00. The distribution of this allowance will be in accordance with present procedure. The City shall assume all costs in excess of One Hundred Dollars (\$100.00) for new, individual uniform items which are mandatory requirements for duty and which exceed that amount.

Effective in 2015, in addition to the above each member shall receive a Seven Hundred Fifty Dollars (\$750.00) per year maintenance allowance on March 1<sup>st</sup> of each year. If the member retires during the year on a date other than the payment dates, he/she shall receive a *pro rata* maintenance payment.

## ARTICLE XVIII INSURANCE

### HEALTH COVERAGE

Hospitalization/Surgical. The City agrees to provide single or family coverage, whichever is applicable, for each eligible member enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll. The Union agrees that its President will participate in a city wide Management-Labor committee to examine the health coverage contracts in effect providing health benefits and to explore ways to reduce the costs of health benefits to the City and to consider alternative ways to provide the health benefits for City employees.

Health Care Benefits. Through March 31, 2015, the City shall provide healthcare benefits consistent with the plan descriptions attached to the 2010-2013 Agreement. Effective

April 1, 2015 (or as soon as practical thereafter), the City will provide health insurance benefits as summarized in the attached description (Addendum B). Dependent coverage shall be limited to members of the employee's immediate family (*i.e.*, spouse and children).

Employee monthly contributions shall be maintained through March 31, 2015 and deducted from the member's wages as follows:

	<u>Individual Coverage</u>	<u>Family Coverage</u>
MMO Plus	\$52.50	\$105
HMO Health Ohio	\$62.50	\$125
Kaiser	\$67.50	\$135

Effective April 1, 2015, employee contributions shall be deducted from the member's wages as follows:

	<u>Non-Wellness Rate</u>	<u>Wellness Rate</u>
Single	17% of premium	13% of premium
Family	16% of premium	12% of premium

The City reserves the right, per its discretion, to institute an optional high deductible plan for employees wherein premium contributions shall be deducted from the member's wages as follows:

<u>Non-Wellness Rate</u>	<u>Wellness Rate</u>
12% of premium	8% of premium

To qualify for the Wellness Rates, members must satisfy the wellness obligations set forth in Addendum D.

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

The City shall have the right to change insurance carriers or switch to and from self-insured to fully insured, provided that benefit levels remain substantially the same. The City shall provide no less than forty-five (45) days' advance notice to the Union of any such change.

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

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

Life Insurance. During the term of this Contract, the City shall provide all members with Group Insurance in the amount of \$15,000.00.

Dental Insurance. The City shall continue to provide all members with a dental insurance package which shall include orthodontist benefits. The benefit package and the insurance carrier shall be subject to approval of the City and the Union.

Vision Insurance. The City shall implement a vision insurance plan for employees.

The City shall have the right to change insurance carriers provided the City first convenes a Health Care Committee in which all unions are given an opportunity to be represented. The City shall negotiate through that Health Care Committee over the change in carriers before implementing any changes in insurance carriers.

#### ARTICLE XIX HAZARDOUS DUTY INJURY

The policy of the Division of Police, Department of Public Safety, and City of Cleveland regarding Hazardous Duty Injury is as follows:

(a) Because of the hazardous nature of active police duty, days lost by an officer herein defined, due to a hazardous duty injury, shall not affect normal bi-weekly salary, accumulated sick time, holiday, accumulated overtime, accumulated furlough time, and vacation days. Nor shall an officer be deprived of any other benefit because of hazardous duty injury so determined by the Safety Director and confirmed by the Medical Director and/or the officer's private physician and any time lost due to such an injury shall not affect the formula for sick leave conversion at the time of retirement.

(b) "Hazardous duty injury" is defined as injury resulting from active police duty, either on or off regular hours of duty, such duty including but not limited to apprehension or attempted apprehension of suspects, active participation in the prevention of crimes, and pursuit of suspects. Employees injured while performing work in the service of another employer are not eligible for hazardous duty pay and benefits.

(c) It is mutually agreed that an officer is prohibited from engaging or accepting secondary employment during the period of time in which the provisions of the paragraph are in effect.

(d) Injuries which are incurred on regular tours of duty while officers are engaged in supportive duty or engaged in work which is incidental to active police duty are compensable through the Ohio Bureau of Workers' Compensation.

(e) Any dispute arising out of the interpretation or application of this policy is subject to the Grievance Procedure.

(f) The City may require periodic examination to determine the continued extent of incapacity. After a member has been on hazardous duty injury status for six (6) months, a



complete diagnostic report shall be made by the Medical Director as to when the member can return to normal duty. If the member will never be able to return to normal duty, then application will be made for a disability retirement pension.

(g) In the event a member is found to have been exposed to an active infectious disease in the course or scope of employment, the City shall inform the member of such exposure as soon as the City acquires such knowledge, and will bear the cost of prevention for the member of the member's family so exposed. The City shall grant medical leave to an officer under the provisions of this Article.

(h) While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Department of Public Safety may, at its option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible member may be assigned. The assignment of said members is the sole responsibility of the Employer based upon the Medical Unit's examination results.

(i) After a member has been on Hazardous Duty Injury status for two (2) years, the member shall apply for a permanent disability retirement pension or return to normal duty with the Division.

(j) The member shall remain on Hazardous Duty Injury status until the disability pension is effective.

## ARTICLE XX GRIEVANCES

Section 1 Every Employee shall have the right to present his/her grievance in accordance with the Procedures provided herein, and shall have the right to be represented by an F.O.P. representative at all stages of the Grievance Procedure.

Section 2 A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement or dispute concerning the disciplining of an employee. However, all employees will be disciplined in accordance with the present rules and regulations of the Division of Police. Grievances involving suspension of more than ten (10) days, demotion or discharge shall be appealed directly to Step 3A within ten (10) working days after the Safety Director has issued his decision if applicable.

All grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the remedy sought by the grievant. The Grievance Procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

Section 3 All grievances shall be handled in accordance with the following steps of the Grievance Procedure.

Step 1 All grievances must be initiated in writing within seven (7) calendar days after the event giving rise to the grievance. A member having a grievance shall submit his grievance for deposition by the Commanding Officer in charge of his Unit. A member shall be

entitled to have a meeting on his grievance within seven (7) calendar days of the time that he submits the written grievance to the Commanding Officer, if he requests a meeting. If the member does not request a meeting, the grievance shall be answered within seven (7) calendar days. If the member requests a meeting, he may have the President of the F.O.P. with him at the time of the meeting. The Commanding Officer will give the grieving member a written answer to his grievance within fourteen (14) calendar days after the meeting.

Step 2 If the member is not satisfied with the answer, he may, within seven (7) working days after receiving the answer, appeal his/her grievance in writing to the Chief of Police, or his designee, who will hold a meeting with the F.O.P. within seven (7) days after receiving the grievance appeal. The Chief of Police will give an appropriate written answer within seven (7) working days and will institute any other procedures or hearings as required by the City Charter and applicable law in accordance with the situation.

Step 3 If the grievance is not satisfactorily settled at Step 2 the Union may, within seven (7) calendar days after receipt of the Step 2 answer, appeal in writing to the Safety Director. The Director or his/her designee shall meet with the Union President, or designee, within twenty (20) calendar days after the grievance is submitted to the Director. The Safety Director, or designee, shall provide the Union with an appropriate written answer within twenty (20) calendar days and will institute any other appropriate procedures or hearing as required by the City Charter and applicable law.

Step 3A If the grievance is not satisfactorily settled in Step 3, then the Union shall, within seven (7) calendar days after the Step 3 answer, submit said grievance with all lower level history to the Labor Relations Manager. The Labor Relations Manager shall meet

with the Union President or his/her designee within ten (10) calendar days after the grievance has been submitted. A written answer to the grievance shall be given to the Union President, personally or by mail, within twenty (20) calendar days after the grievance is heard at Step 3A.

Step 4 If the grievance is not satisfactorily settled by the Labor Relations Manager, the F.O.P. may, within thirty (30) calendar days after the receipt of his/her answer, submit the matter to arbitration. The F.O.P. shall notify the American Arbitration Association and the City at the same time of its intent to appeal the grievance. The arbitrators shall be chosen and the arbitration conducted, in accordance with the rules of the American Arbitration Association.

Section 4 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions and in reaching his decision, the arbitrator shall have no authority (1) to add or subtract from or modify in any way the provisions of this Contract; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The Arbitrator shall issue the award no later than sixty (60) days following the hearing or the filing of post-hearing briefs, where applicable. Any arbitrator failing to adhere to this time frame can be rendered ineligible from hearing future grievances between the parties during this Agreement upon the request of either party. The fees and expenses of the arbitrator shall be borne equally by the City and the F.O.P. Furthermore, the aggrieved member, his/her representative, and any necessary witnesses shall not lose any regular straight-time pay for time off of the job while attending an arbitration proceeding.

Section 5 The Grievance Procedures set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City and the F.O.P. and/or between the City and member, and all decisions of arbitrators shall be final, conclusive, and binding on the City, the F.O.P. and the member. A grievance may be withdrawn by the F.O.P. at any time and the withdrawal of such grievance shall not be prejudicial to the filing of future grievances, even if on the same subject matter.

The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the F.O.P., be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Contract and shall not be arbitrable. Any grievance not timely processed by the City at any of the proceeding steps may be immediately referred by the F.O.P. to the next level.

Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

Section 6 A grievance relating to a single common issue or event covered by this contract and affecting more than one bargaining unit member may be filed as a policy grievance and shall be filed at Step 2 of the procedure. At the minimum the policy grievance shall set forth the facts upon which it is based, including the provision of the labor agreement allegedly being violated, the date and time of the occurrence and the relief or remedy desired.

## ARTICLE XXI IMPASSE ARBITRATION

Ninety (90) days before the expiration of this Contract, the City and the Union shall begin negotiation and shall negotiate for a period of at least sixty (60) days. After sixty (60) days

either party can demand final and binding arbitration by written notice to the other, of all issues on which they are at impasse in accordance with the following procedures:

(a) Immediately following the declaration of impasse by either party, the parties shall begin the selection process of an impartial arbitrator by the strike-off method from a list of seven (7) furnished by the American Arbitration Association.

(b) Five (5) days after the impartial arbitrator has been selected the parties shall submit their final offer on each issue which is at impasse to the arbitrator.

(c) The arbitrator may hold hearings, receive evidence or documentation, and call witnesses in accordance with the arbitration rules of the American Arbitration Association.

(d) After receiving whatever evidence the parties wish to submit, the arbitrator shall select the final offer of one of the parties on each of the impasse issues and shall issue an award incorporating all of these selected final offers, without modification.

(e) In reaching a decision, the arbitrator shall give weight to the following factors:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the issues submitted to final offer settlement relative to the members in the bargaining unit involved with those issues related to other public and private members doing comparable work, giving consideration to factors peculiar to the area and classification involved.
3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;

5. The stipulations of the parties;

6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

ARTICLE XXII  
NO STRIKE - NO LOCKOUT

The parties to this Contract, having provided for a grievance and arbitration procedure to settle all disputes between them during the term of the Contract and, having further provided for the arbitration procedure to resolve any impasse issues arising from the next negotiation, hereby agree that:

(a) The F.O.P. shall not, directly, or indirectly, call, sanction, encourage, finance, and/or assist in any way nor shall any member instigate or participate directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave, mass resignation, work stoppage, picketing, job action or interference of any kind with an operation or operations of the City. Violations of this promise by any member(s) shall be proper cause for discharge or other disciplinary action by the City.

(b) The F.O.P. and all of its officers shall at all times cooperate with the City in continuing normal operations and shall actively discourage and endeavor to prevent or terminate any violation. In the event any violation occurs, the F.O.P. shall immediately notify all members that the strike, slowdown, picketing, work stoppage, concerted "sick" leave or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or



approved by the F.O.P. Furthermore, the F.O.P. shall also immediately advise all members to return to work at once.

The City shall not lock-out members for the duration of this Contract.

#### ARTICLE XXIII MILEAGE

When a member is required to use his/her personal automobile for a SWAT call-up, a Hostage call-up, or for the shooting team, the City shall reimburse the member for mileage at the applicable IRS rate.

#### ARTICLE XXIV PENSION ("PICK UP") PAYMENTS

Within a reasonable period from the ratification of this Contract, the City shall "pick up" and pay the members' contribution to the Ohio Police and Fire Pension Fund. The members' gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Ohio Police and Fire Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Contract. The City's contribution to the Ohio Police and Fire Pension Fund will be calculated on the full salary of members before the pick up is deducted from gross salary.

#### ARTICLE XXV MARKSMANSHIP AWARD

Members will receive at their choosing, either compensatory time or pay allowance upon achieving a specified degree of proficiency with their Division issued weapon. The allowance



has three (3) levels of proficiency with the first level marksman, being satisfactorily performed by meeting the State of Ohio standards set forth in R.C. 109.801. Thereafter, the proficiency levels of Sharpshooter and Expert will be based upon current standards of proficiency of the Cleveland Police Academy as required by the office of the Chief of Police.

#### ALLOWANCES

Marksman	Two days (16 hours)	Compensatory time or pay.
Sharpshooter	Three days (24 hours)	Compensatory time or pay.
Expert	Four days (32 hours)	Compensatory time or pay.

There shall be no pyramiding of this benefit. The total number of hours which can be attained per member in any one year is limited to 32 hours.

#### ARTICLE XXVI PRIOR RULES AND ORDERS

Any orders, rules or regulations issued by the Division of Police, the Chief of Police, or the Safety Director which are in conflict with any part of this Contract, are hereby repealed and of no force and effect.

The City will send a copy of all Divisional General Police Orders promulgated by the Chief of Police to the F.O.P. Office.

#### ARTICLE XXVII REVIEW OF PERSONAL RECORDS

Operational needs allowing a member, upon reasonable request and during normal business hours, shall be permitted to review his/her personal service record in the presence of supervision. For the purpose of this Contract, the personal service record of an officer shall be limited to attendance records and evaluations, his/her Medical Unit records dealing with medical

examinations, disciplinary hearings and charges, letters of reprimand and letters of commendation.

PUBLIC RECORDS REQUEST. Whenever the City produces documents pursuant to a public records request, the City shall notify the subject officer and the F.O.P. of the public records request. The City shall provide the member and the F.O.P. the following information upon request: who requested the records, what documents were provided, and the date that the documents were requested.

#### ARTICLE XXVIII SENIORITY - LAYOFFS

In the event of a layoff, members shall be laid off in accordance with their classification seniority, and if recalled, they shall be recalled in reverse order of seniority.

If a member is recalled from layoff, but refuses the job, he/she shall be removed from the layoff list and forfeit all seniority rights, including recall rights.

#### ARTICLE XXIX TRANSFERS

Anticipated assignments for all supervisory positions within the District Basic Patrol Section, except Commanders, shall be posted at least fourteen (14) days prior to filling said positions, except in an emergency. Members may submit a written request for transfer consideration.

The City agrees that no supervisor shall be assigned/transferred to a unit/platoon where another immediate family member is assigned and the possibility exists that he/she would have direct or indirect management oversight over that family member. The Chief or his designee and

one representative from the Union will meet to discuss the transfer of personnel who are assigned in violation of this provision.

Details. Details to the District Basic Patrol and Specialized Units shall be limited to one hundred eighty (180) days. Such details may be extended beyond one hundred eighty (180) days in emergency situations.

District Basic Patrol Transfers. One-half of all transfers to districts, including district-to-district transfers, in the uniform patrol section, shall be at the sole discretion of the Chief of Police, regardless of any written request and not subject to the Grievance/Arbitration provisions of this Contract. In the remaining one-half of these transfers, seniority shall be the basis upon which transfers are made. Provided that the transfers shall be subject to the following alternate selection procedures:

(a) Transfers shall be made in a separation of rank basis, beginning with the rank of Captain, and descending through the ranks of Lieutenant and Sergeant.

(b) The Chief shall have the first selection for the rank of Captain, seniority shall have the second, and shall alternate thereafter.

(c) Should the transfer process for Captain end with a seniority selection, then the Chief shall have the first selection for Lieutenant and seniority shall alternate. Should the Captain transfers end with a Chief's selection, then seniority shall have the first selection for Lieutenant and the chief's selection shall alternate. The same process shall occur from Lieutenant to Sergeant.

(d) The transfer process for the next succeeding set of transfers shall begin where the preceding set of transfers ended, i.e.:

(1) If the preceding transfers ended with a Chief's selection, then the next succeeding set of transfers shall begin with a Seniority selection and vice versa.

Nothing in this section shall affect the Chief's right to transfer members other than those addressed in this section; or to prevent transfers based on cause.

Notice of Transfer. The City agrees that the Division shall give members seven (7) days advance notice of all transfers unless emergency condition prevents such notice.

Postings for Specialized Units. Anticipated assignments in specialized units outside of the District Basic Patrol section (except Commanders) shall be posted at least seven (7) days prior to filling said positions, except in an emergency. This provision does not pertain to intra-district assignments. Prior to filling any position in a specialized unit or district support unit, all applicants who meet the minimum qualifications as posted for the position, shall be, at the least, entitled to a personal interview with an interview panel which shall make recommendations to the Chief. The Chief shall make the selection from among the entire pool of qualified applicants.

Assignments to the specialized units shall be for a maximum of five (5) years. These assignments can be extended by the Chief for operational need.

#### ARTICLE XXX TERMINATION BENEFITS

A member shall receive the following treatment on certain fringe benefits during the last three (3) years prior to retirement if the member designates such three (3) year period at least three (3) months prior to the start of the three (3) year period. It is understood that a member may only designate one such three (3) year period.

(a) All overtime shall be paid in accordance with contract specifications for overtime worked and shall be included in the member's pay period in which such overtime is worked regardless of FLSA standing.

(b) Holiday pay shall be paid to the member in the pay period in which the holiday falls. If the holiday falls during the member's furlough, one extra day's pay will be added to the pay period. If the member works on the holiday, he/she shall receive full premium pay in the same pay period.

(c) A member who has elected to participate in this termination benefit program may elect to receive additional longevity benefits, in lieu of the furlough benefits described in Article XII, during each of three (3) years included within the termination benefit program period, subject to the following provisions:

(i) Prior to the furlough selection process for each year of the three (3) years included within the termination benefit program period, the member shall notify the Police Personnel Unit that he/she desires to receive additional longevity benefits, rather than the furlough benefits, for the coming year.

(ii) The member shall be entitled to additional longevity benefits in accordance with the following schedule:

<u>Years of Service</u>	<u>Additional Longevity Benefit</u>
After 22 years	200 hours of pay computed at the member's base rate.

(iii) A member who elects to receive the additional longevity benefits shall be paid the additional benefit amount at the time the member receives his/her regular longevity payment.

(iv) If a member elects to receive additional longevity benefits, the member may not use compensatory time for paid leave or vacation time off during the year for which the additional longevity benefit has been elected.

(d) With the approval of the Chief, members will be permitted to enjoy termination benefits beyond the designated three (3) year period. Such approval shall not be unreasonably denied.

(e) After twenty-two (22) years of service, a member, with the approval of the Chief, may work his or her furlough at straight time and be paid for it in the same period in which the furlough was worked. If the member exercises this option, no compensatory time may be used by the member as vacation time off during the work period that this option is exercised.

Retirement. A member who retires is eligible and shall be compensated accordingly for all of his/her accumulated overtime, compensatory time and holiday time due at the time of termination at his/her current rate of pay. He/She shall also be compensated for any unused furlough time, including any *pro rata* furlough pay due for the current year at his current rate of pay. Upon retirement, a member shall have the right to convert his/her accumulated sick leave into a cash bonus at the rate of one (1) day's pay for each three (3) days of unused accumulated paid sick leave. The pay rate shall be set by the same thirty-six (36) month average used under the Ohio Police & Fire Pension Fund.

Resignation. A member who resigns is eligible and shall be compensated accordingly for all his/her accumulated overtime, compensatory time, holiday time, and accumulated furlough time, including *pro rata* of pay.

Demise. Upon the demise of a member, his/her estate shall be eligible for all of the benefits listed under Retirement. Such compensation will be made upon written request by the Executor or other duly authorized person handling the estate.

Layoff. A member who is laid off shall be compensated for all unused compensatory time, overtime, holiday time, and furlough time, including *pro rata* furlough for the current year, at his/her current rate of pay.

Dismissal. The same schedule of compensation applies as in Resignation, with the exception of *pro rata* furlough.

Payment of Accumulated Time. Rather than receiving payment for all accumulated time owed at or around the time of retirement, any member who is retiring can request that all accumulated time owed be paid out in equal, annual installments for up to three years following the member's retirement. The City reserves the right to discontinue this deferred payment practice, with prior notice to the Union, for any employees not already participating in it.

#### ARTICLE XXXI LEGALITY AND SEPARABILITY

It is the intent of the City and the F.O.P. that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law and judicial opinions, and if there be a final determination by proper judicial authority that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Contract. In the event of an unlawful determination, the City and the F.O.P. shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.



ARTICLE XXXII  
SALARIES

Retroactive to April 1, 2013, there shall be a one percent (1%) increase in bargaining unit base wages.

Retroactive to April 1, 2014, there shall be a two percent (2%) increase in bargaining unit base wages.

Effective April 1, 2015, there shall be a two percent (2%) increase in bargaining unit base wages.

The following are F.O.P. bargaining unit salaries effective as set forth below.

**2013**

<b>RANK</b>	<b>MINIMUM</b>	<b>bi-weekly min</b>	<b>MAXIMUM</b>	<b>bi-weekly max</b>
Sergeant	64,570.53	2,483.4818	65,070.53	2,502.7126
Lieutenant	74,981.81	2,883.9157	75,481.81	2,903.1464
Captain	87,058.90	3,348.4191	87,558.90	3,367.6499
Commander	101,068.34	3,887.2437	101,568.34	3,906.4745
Commissioner Of Traffic Control	101,068.34	3,887.2437	101,568.34	3,906.4745

**2014**

<b>RANK</b>	<b>MINIMUM</b>	<b>bi-weekly min</b>	<b>MAXIMUM</b>	<b>bi-weekly max</b>
Sergeant	65,871.94	2,533.5361	66,371.94	2,552.7668
Lieutenant	76,491.45	2,941.9787	76,991.45	2,961.2095
Captain	88,810.08	3,415.7722	89,310.08	3,435.0030
Commander	103,099.71	3,965.3734	103,599.71	3,984.6041
Commissioner Of Traffic Control	103,099.71	3,965.3734	103,599.71	3,984.6041

<b>2015</b>				
<b>RANK</b>	<b>MINIMUM</b>	<b>bi-weekly min</b>	<b>MAXIMUM</b>	<b>bi-weekly max</b>
Sergeant	67,199.38	2,584.5914	67,699.38	2,603.8222
Lieutenant	78,031.28	3,001.2030	78,531.28	3,020.4337
Captain	90,596.28	3,484.4722	91,096.28	3,503.7030
Commander	105,171.70	4,045.0653	105,671.70	4,064.2961
Commissioner Of Traffic Control	105,171.70	4,045.0653	105,671.70	4,064.2961

All officers will progress automatically to the maximum rate of pay for their rank after twelve (12) months in the rank.

All computations are to be based upon date of appointment to a particular rank.

Officers who are required to act and perform in a higher rank shall be paid at that rank level of pay for all time acting and performing in that capacity.

Wage increases shall be effective: (a) During the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) During the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of the pay period.

#### ARTICLE XXXIII VOLUNTARY COMPENSATORY TIME BUYOUT PROVISION

Effective in 2015, the City agrees to budget \$200,000 from which officers may cash out their accumulated compensatory time under a formula agreed upon between the Union and the City. If the requests exceed the amount budgeted in each calendar year, then such requests shall be paid on a *pro rata* basis.

ARTICLE XXXIV  
LEGAL REPRESENTATION AND INDEMNIFICATION OF OFFICERS

1. The City shall provide the defense of any officer, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property, except as herein limited, allegedly caused by an act or omission of the officer which occurred or allegedly occurred while the officer was acting within the scope of his duties or official responsibilities as an officer, unless:

(a) The Director of Law has good cause to believe that the acts or omissions were manifestly outside the scope of his/her employment, or official responsibilities;

(b) The Director of Law has good cause to believe that the officer or member acted with malicious purpose, or in bad faith, or in a wanton and reckless manner;

(c) The Director of Law has good cause to believe that the officer was performing services for another employer at the time the incident allegedly occurred;

(d) The civil claim, action or proceeding, including disciplinary proceedings, was brought by, or at the request of, the City or any of its officials, against the officers; or,

(e) The officer fails to comply with the conditions of his defense as prescribed herein.

2. The City shall indemnify and hold harmless an officer in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the officer in a state or federal court, or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission of the officer, if, at the time of the act or omission the officer was acting in good faith and within the

scope of his employment or official responsibilities. However, by separate ordinance, Council may, at its discretion, expressly authorize payment of punitive or exemplary damages.

3. The continuing duty of the City to defend pursuant to Paragraph 1 or indemnify the officer pursuant to Paragraph 2 of this Contract shall also be conditioned upon:

(a) delivery by the officer to the Director of Law a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand, or pleading within seven (7) days after the officer is served with such document;

(b) the continuing full cooperation of the officer in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal; and,

(c) the absence of any misconduct, other than the act or omission of the officer that is the subject of the action, by the officer which prejudices the defense of such action or proceeding.

4. Other than as specified above, the officer shall be entitled to be represented by the Director of Law, unless the Director of Law determines, prior to or during the pendency of a civil lawsuit, that a potential conflict of interest could result, or that it is in the best interests of the officer, City of Cleveland, or — in a case with multiple defendants — any other defendant, that the officer be represented by counsel other than the Director of Law or any of his Assistants. In such case, the Director of Law may elect to tender the defense of the officer to private counsel selected by the Director of Law upon such conditions and attorney's fees as the Director of Law deems appropriate in the particular case. In such case, the City will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an officer



represented by private counsel shall be subject to all limits upon indemnification of an officer represented by the Director of Law.

5. If the Director of Law elects to decline representation of an/or indemnification to an officer, then the exclusive determination of whether the Director of Law's decision was arbitrary and capricious shall be pursuant to the grievance procedure. The arbitrator shall have the authority to issue an award directing the City to indemnify and pay the reasonable attorneys fees and costs of the officer, subject to the limitations of Paragraph 6.

6. The total amount of indemnification to which the City is obligated to pay on behalf of one or more officer defendants or potential defendants arising out of a transaction or occurrence, which is the subject matter of allegations against the officer and/or co-defendants, shall be limited to the lower of either One Million Dollars (\$1,000,000.00), or the amount of any deductible, self-insured retention, or uninsured primary level, under any policy of insurance paid by the City which provides coverage for the transaction or occurrence.

7. These provisions for defense and indemnification shall not be construed to impair, alter, limit, or modify the rights and obligations of the City or any officer under any policy of insurance. Nor shall the benefits of these provisions be construed to affect, alter, or repeal any section of the Workers' Compensation Law.

8. These provisions shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the City or officer. The benefits of these provisions shall apply whether or not the officer is sued in an individual or representative capacity and whether or not the officer is still employed by the City; provided,

however, that the acts of the officer complained of must have been committed within the scope of his employment by the City.

9. An officer may, at any time, elect, at his/her own expense, to be represented by private counsel selected by the officer in lieu of representation by the Director of Law, or counsel selected by the Director of Law. However, by electing to be represented by such private counsel, the officer waives all right to a defense and indemnification by or at the expense of the City under this contract.

10. The City shall indemnify the defense costs (in accordance with the limitations below) of a member prosecuted and not found guilty of a violation of City, State, or Federal law, arising out of an alleged act or omission which occurred or allegedly occurred while the member was acting within the course and scope of his/her duties as an officer. The City's defense obligations shall be subject to the conditions and limitations set forth in this article. The City shall not be obligated to pay defense fees in excess of the following amounts:

Murder – Homicide	\$10,000.00
Other major felonies	\$7,500.00
Minor felonies	\$5,000.00
Misdemeanors	\$2,500.00

#### ARTICLE XXXV EDUCATIONAL INCENTIVE

Employees will be provided the opportunity to have part or all of their tuition reimbursed for successful completion of approved educational courses in the area of career enhancement. Monies for such reimbursement will be provided from the Law Enforcement Trust Funds at the annual rate of two percent (2%) of the yearly revenues of those funds.

ARTICLE XXXVI  
PARKING TICKETS

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

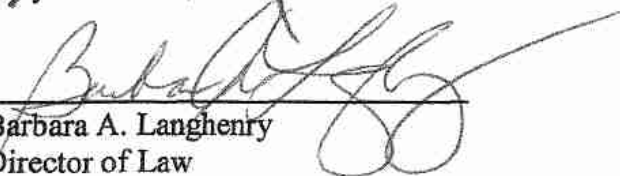


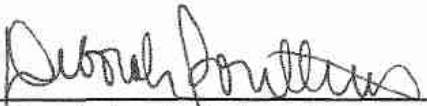
ARTICLE XXXVII  
CONTRACT DURATION

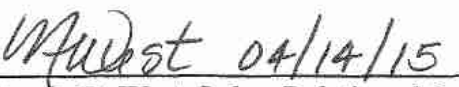
This Contract shall be effective as of the date of ratification (April 13, 2015), and shall remain in full force and effect through March 31, 2016, or as amended or modified as provided herein. Negotiations on the provisions of this Contract shall begin no later than ninety (90) days prior to March 31, 2016, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than December 1, 2015. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than three (3) months prior to the desired termination date.

CITY OF CLEVELAND

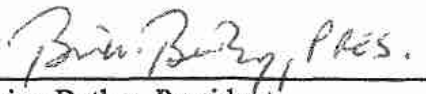
  
\_\_\_\_\_  
Mayor Frank G. Jackson


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


  
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Deborah Southerington, Director  
Department of Human Resources

  
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Nycole D. West, Labor Relations Manager  
Department of Human Resources

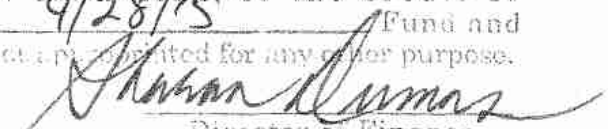
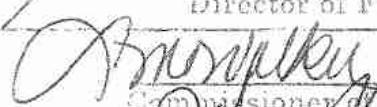
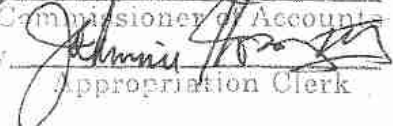
FRATERNAL ORDER OF POLICE,  
LODGE NO. 8

  
\_\_\_\_\_  
Brian Betley, President

  
\_\_\_\_\_  
Jerry Zarlenga,  
Vice President

  
\_\_\_\_\_  
Robert M. Phillips, Esq.

The sum of \$0.00  
\_\_\_\_\_ Dollars  
required for this Contract was on  
01/001000, and is at this  
date in the City Treasury or in process  
of collection, to the credit of  
4/28/15 Fund and  
not to be expended for any other purpose.

  
\_\_\_\_\_  
Director of Finance  
  
\_\_\_\_\_  
Commissioner of Accounts  
Entered by   
\_\_\_\_\_  
Appropriation Clerk

ADDENDUM A  
SUBSTANCE ABUSE POLICY

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

Section 2 - Definitions.

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

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

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

(d) The term "Misuse of Alcohol" means the use or possession of alcohol in the workplace, or testing positive (as defined in paragraph (e)) for the presence of alcohol in an employee's system while at work.

(e) The term "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e.,

below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the members personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. In confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

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

Section 3 - Notice and Education of Employees Regarding Drug/Alcohol Testing. There will be a ninety (90) day education and information period prior to the testing under this policy for employees, except that prior policies governing the testing of cadets and testing under consent forms shall remain in effect during this period.

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

Section 4 - Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse.

Employees may be tested for drug/alcohol abuse misuse during working hours under any of the following conditions:

(a) Where there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using alcohol or illegal drugs in violation of this policy. Two examples of where reasonable suspicion shall be deemed to exist are where there has been a serious on-duty injury to an employee, or another person, the cause of which is otherwise unexplained, and where an employee, while driving a city vehicle, becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence of substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of abuse. A supervisor ordering an employee to take a drug/alcohol test shall give the Chief of Police, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the reasonable suspicion reasons shall be provided to the Union and the Employee upon request.

(b) For Random Testing. The term "Random Testing" means employees during their normal tour of duty, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the members covered by the contract beginning April 1 (if testing commences later than April 30, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such test shall be reasonably spread throughout the year.

Member(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. The City shall take into consideration the operational needs of the Division before directing an employee to commence to the testing facility.

A member who is on a regularly scheduled V-Day, furlough Day, already absent due to illness or injury, on Compensatory Time Off (approved before the member was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing. The testing process will begin within forty-eight (48) hours of the time the list of employees is provided to the City.

(c) Prior to assignment to the following units with high potential for exposure to controlled substance: Narcotics Units, Intelligence Units, District Vice Units, District and BSS Strike Force Units, Bomb Squad, S.W.A.T., Forensic Laboratory Unit, Aviation Unit, and Harbor Unit.

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

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

(f) Post-accident testing for an employee involved in an accident resulting in personal injury or one thousand dollars (\$1,000.00) or more of property damage.

(g) Post-incident testing for an employee involved in a use-of-deadly-force incident.

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

The City and the Union realize that there are duty related activities that certain employees must perform (such as narcotics, vice and undercover operations, etc.) that may conflict with this policy. Employees who are engaged in these Divisionally authorized enforcement activities shall not be subject to the full scope of this policy.

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

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

The employee will complete a form indicating the use of all drugs currently being taken 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 6 - Testing Procedure. The Laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

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

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

#### Section 7 - Disciplinary Action.

(a) Drugs. Employees who as a result of being drug tested are found to be using illegal drugs shall be subject to dismissal. Employees who are found to be abusing drug(s)



which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the Medical Director and members of the Employees Assistance Unit. Any employee found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.

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

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

Any employee testing positive for alcohol for a second time shall be subject to discipline up to and including dismissal.

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

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

Section 9 - Voluntary Participation in a Dependency Program. Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Medical Director and members of the Employee Assistance Unit and/or a program covered by the employee's health insurance plan. Voluntary assistance

should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Under provisions of GPO 1.1.15, neither the City administration, the Division of Police nor any unit or entity within shall have access to the program's files and records. However, the Chief of Police or his designee of the Medical Unit shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating officer, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

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

## ATTACHMENT 2

### SIDE LETTER WAGE INCREASES

To receive any negotiated wage increase, an employee must be in active status on the City's payroll system on the date which the Mayor signs the collective bargaining agreement which includes the negotiated wage increase. To be considered "active on the City's payroll," an employee must have an employee status of either "Active" or "Authorized Paid Leave of Absence." An employee with an employee status of "Unpaid Leave," "Suspended" or "Layoff" is not entitled to any retroactive wages payments and negotiated wage increases unless and until he or she returns to "Active" employee status. If an employee who was in "Unpaid Leave," "Suspended" or "Layoff" status returns to "Active" employee status, he or she will be paid retroactive wages payments and negotiated wage increases. Employees on approved, paid or unpaid FMLA or military leaves are eligible for retroactive wage payments and negotiated wage increases.

Bargaining unit members who retire, resign or otherwise separate from employment with the City of Cleveland prior to the date that the Mayor signs the collective bargaining agreement which includes the negotiated wage increase are not entitled to any negotiated retroactive wage payment or increases.

ADDENDUM B

CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

In-Network

- |    |  |  |
|----|--|--|
| a. | Annual Deductible:   | \$500 single<br>\$1,000 family   |
| b. | Comprehensive Major Medical:<br>(Co-Insurance percentage)  | 90% - 10%  |
| c. | Co-Insurance Annual Out-of-Pocket<br>Maximum (Excluding Deductible):   | \$1,250 single<br>\$2,500 family   |
| d. | Doctor and other Office visits:<br>--Specialists:  | \$20.00 Co-pay<br>\$30.00 Co-pay   |
| e. | Use of Emergency Room:   | \$100.00 Co-pay<br>(Co-pay waived if admitted)<br>Non-Emergency use \$100.00<br>Co-pay plus 90% Co-<br>Insurance |
| f. | Wellness/Preventive Services:  |  |
|    | Routine Physical Exam (One exam<br>per benefit period):  | \$20.00 office visit Co-pay,<br>not subject to deductible  |
|    | Well Child Care Services including<br>Exam and Immunizations (to age nine,<br>limited to a \$500 maximum per benefit<br>period): | \$20.00 office visit Co-pay,<br>not subject to deductible  |
|    | Well Child Care Laboratory Tests (to<br>age nine):   | 100% not subject to<br>deductible  |
|    | Routine Mammogram (One, limited<br>to an \$85 maximum per benefit period):   | 100% not subject to<br>deductible  |

Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
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Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
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CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
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Routine PSA Test:	100% not subject to deductible
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Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible
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g. Out-of-Network varies by standard carrier design.

## II. HMO

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

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

#### IV. PRESCRIPTION DRUG

- a. Co-Pays:
- |                           |         |
|---------------------------|---------|
| Generic (mandatory)       | \$10.00 |
| Name Brand, Formulary     | \$25.00 |
| Name Brand, Non-Formulary | \$40.00 |
- b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

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

## ADDENDUM C

### HIGH DEDUCTIBLE PLAN

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



Routine Pap Test and Exam (One per benefit period):	100% not subject to deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible

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

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

## ADDENDUM D

### CITY-DEFINED WELLNESS INITIATIVES

Effective June 1, 2015 through March 31, 2016, to be eligible for the reduced premium contributions, the employee must complete annually a health-risk assessment and have participated once annually in a biometric screening. The initial assessment and screening must be completed within seventy-five (75) days of Council's ratification of the Agreement. The screening can be attained either through a program offered by the City, at its option, or by the employee through an annual physical conducted by a physician. The screening shall require the following measurements:

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

The screening shall also require a blood sample to measure:

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

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

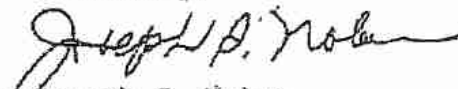
April 2, 1996

Mr. Joe Musarra  
President  
Fraternal Order of Police,  
Lodge No. 8  
2249 Payne Avenue  
Cleveland, OH 44114-4485

Dear Mr. Musarra:

The Department will assign the President of the FOP and one other member of the Union designated by the President of the FOP to perform, on a full-time basis, duties related to administration of this Contract by the FOP, and the handling of matters of mutual concern to the Department and the FOP.

Sincerely,

  
Joseph S. Nolan