

# **Received Electronically @ SERB Aug 25, 2011 2:55pm**

Before Louis V. Imundo, Jr., Impartial Conciliator

In the matter of conciliation between

City of Eastlake

and the

Fraternal Order of Police, Ohio Labor Council, Inc.

SERB Case Nos. 10-MED-09-1034, 1035, 1036 & 1037

The Conciliator was appointed by the SERB

This matter was heard before Louis V. Imundo, Jr., Conciliator, in Eastlake, Ohio on August 10, 2011.

## **1.0 Introduction**

### **1.1 Appearing For The City**

- Sandy Conley, Esq. Account Manager, Clemans•Nelson & Associates, Inc.
- Michael Slocum, CPA, Finance Director
- Ted Andrzejewski, Mayor

### **1.2 Appearing For The Union**

- Brenda Goheen, Esq. Staff Representative
- Jim Perkins, Representative & Patrolman
- Richard (Rick) Isabella, Representative & Patrolman
- Michael Werner, Representative & Sergeant
- Kenna Solymosi, Representative & Dispatcher

## **2.0 Background**

This matter involves four bargaining units and two successor agreements that expired on December 31, 2010. The Patrol Officers, Sergeants, and Lieutenants are covered by a multi-unit agreement. The Dispatchers are a separate bargaining unit covered by a separate agreement. The Parties went to fact finding. A mediation took place on May 20, 2011 and a fact finding hearing was held on May 31, 2011. The fact finder issued her findings and recommendations on June 10, 2011. The four units rejected the report.

### **3.0 Unresolved Articles**

Patrol/Rank Agreement  
Article 21 – Part-Time Officers  
Article 22 – Minimum Staffing  
Article 23 – Hours Of Work/Overtime  
Article 24 – Salary Schedule  
Article 25 – Insurances  
Article 28 – Pension Contributions  
Article 30 – Longevity  
Article 32 – Roll Call Time  
Article 33 – Sick Leave  
Article 34 – Holidays  
Article 35 – Vacations

Dispatchers Agreement

Article 22 – Workday and Workweek/Staffing  
Article 23 – Overtime Call Out Pay  
Article 25 – Wages  
Article 26 – Insurance  
Article 28 – Pension Contributions  
Article 30 – Longevity  
Article 33 – Sick Leave  
Article 35 - Vacations

### **4.0 Decisions**

The Parties' advocates, Ms. Goheen and Ms. Conley made comprehensive, compelling and persuasive arguments to support their respective positions on all of the unresolved articles and related language for both agreements. In addition, they supported their positions with a voluminous amount of written information, documents, and data.

Because of the number of unresolved issues, lengthy testimony, the continual referencing and cross referencing of the documentary evidence the Conciliator tape recorded the Hearing. The Conciliator, before making his decisions, listened to the record, reviewed his notes, and studied the information and data contained in the

documents. The Conciliator has decided that it is in the best interests of the Parties if he does not explain his reasons and rationale for his decisions.

**PATROL/RANK UNITS<sup>1</sup>**  
**ARTICLE 21**  
**PART-TIME OFFICERS**

**Section 1.** The Union acknowledges that in order to ensure the health, safety, and welfare of the citizens of Eastlake and maintain the integrity of police department operations, the Employer shall have the ability to utilize part-time personnel to supplement shift strength, serve as court officer, including transport, assist with the Diversion program, PAL, and non patrol duties excluding any administrative rank duties.

The Employer agrees that the use of part-time personnel shall not cause a reduction in force (i.e., layoff or job abolishment) or regularly scheduled hours of bargaining unit members. Additionally, the Employer agrees that prior to instituting a layoff among bargaining unit members, it will first reduce all part-time police officers, except that a part-time court officer may be retained at the City's discretion.

The Employer agrees that it will not institute the usage of part-time officers until such time as it satisfies the program implementation criteria of the Memorandum of Understanding appended to this Agreement.

**Section 2. Overtime Work.** Whenever the Employer determines that overtime work is necessary, it will offer the overtime work opportunity to eligible full-time patrol officers prior to offering the overtime work to part-time patrol officers.

**Section 3. Ranking Officer Functions.** The Employer agrees that part-time officers will not be used for ranking officers.

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

**PATROL/RANK UNITS**  
**ARTICLE 22**  
**MINIMUM MANNING**

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<sup>1</sup> The Parties jointly agreed to this language at the Hearing with the exception of the Side Letter sentence.

This Article will not carry over into the successor Agreement.

**PATROL/RANK UNITS**  
**ARTICLE 22**  
**HOURS OF WORK/OVERTIME**

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

**Section 2. Normal Work Week.** The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day.

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

**Section 4. Contractual Overtime.** Bargaining unit members will be entitled to receive pay at one and one-half (1½) times their base hourly rate or one and one-half (1½) times compensatory time for all hours worked in excess of the employee's normally scheduled workday or all hours worked in excess of the employee's normally scheduled work week. There shall be no pyramiding of overtime payments. This rate shall exclude all work specified or similar to the work described in paragraph 2.

**Section 5. Court Time.** Employees who are required to appear in court shall receive a four (4) hour minimum, and employees whose appearance is required for call-outs, re-certifications, qualifications, or administrative hearing(s) as approved by the Chief, shall receive a two (2) hour minimum, or one and one-half (1½) times the actual time spent at such functions or compensatory time as requested by the employee.

**Section 6. Training Compensatory Time.** Roll call, voluntary training, departmental meetings and other administrative functions shall be paid with straight time (i.e., non-FLSA) compensatory time. Mandatory training shall be paid at one and one-half (1½)

times the actual time spent at such training in compensatory time. Employees shall not be required, but may flex or alter their schedules with less than two (2) weeks' notice, except in the event of an emergency or for medical reasons having duration of five (5) days or more.

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

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

**Section 9. K-9 Officer Training/Care Time.** Employees assigned duties as canine officer shall normally work seven and one-half (7½) hours and receive eight (8) hours of compensation. The balance of the one-half (1/2) hour shall be deemed compensation for the care and feeding of the dog.

**PATROL/RANK UNITS  
ARTICLE 23  
SALARY SCHEDULE**

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

**Section 2. Wage Schedule Administration.** All newly hired employees shall be hired at the training (entry) rate unless the employee has sufficient experience in police work to justify hiring at a greater rate of pay. In such a case, the employee may be hired at or subsequently advanced to the Steps 1, 2, or 3 rates, providing such Step is approved of in advance by the Chief, Safety Director and Mayor. Subsequent to each employee's initial hire, the employee shall advance to the next greater step on each successive anniversary date of hire until the top Step is reached, except that employees hired on the "Training" rate shall advance to Step 1 upon completion of basic training and field training and advance to Step 2 on his anniversary date.

**Section 3.** The parties agree that either party may reopen negotiations for the purpose of renegotiating wages for calendar year 2013 by submitting written notice to the other party between September 15 and September 30, 2012.

**PATROL/RANK UNITS  
ARTICLE 24  
INSURANCES**

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

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

**Section 3. Contribution Rates.**

Effective September 1, 2011 the Employer and participating employees shall contribute the following base monthly amounts for coverage under the City's insurance plan:

Base:	City	Employee	Total contribution
Single	\$ 494.30	\$ 54.92	\$ 549.22
Employee/spouse	1,042.70	115.86	1,158.55
Employee/child	964.11	107.12	1,071.23
Family	1,512.51	168.06	1,680.57

Effective January 1, 2012, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage under the applicable plan, without reimbursement by the City for co-pays or deductibles.

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

employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

**Section 4. Spousal Coverage/Spousal Surcharge.** Notwithstanding the premium sharing schedule established above, employees whose spouses have coverage available through another employer yet choose to enroll the spouse under the City's plan shall pay a seventy-five dollar (\$75.00) spousal surcharge. The remaining costs of the premium, less the spousal surcharge, if applicable, would be split according to Section 3. An employee whose spouse does not have coverage available through another Employer shall be permitted to participate in City coverage without the spousal surcharge.

**Section 5. Insurance Opt-Out.** Any employee who elects to obtain health care coverage through another source other than the City of Eastlake, with presenting proof of such coverage, will receive two hundred dollars (\$200.00) per month who is eligible for the family plan, one hundred fifty dollars (\$150.00) per month who is eligible for the two party plan and one hundred dollars (\$100.00) per month who is eligible for the employee only plan.

**Section 6. Insurance Committee.** The parties agree that in their continued efforts to reduce hospitalization medicals costs, an Employer-Wide Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually. If the Committee obtains a plan more favorable to employees than the plans to be in effect on April 1, 2005, at a cost acceptable to the Employer, such plan, at the Employer's discretion, may be substituted for the current plan.

**PATROL/RANK UNITS<sup>2</sup>**  
**ARTICLE 27**  
**PENSION CONTRIBUTIONS**

**Section 1.** That portion of full-time employees' contribution to the Public Employees Retirement System of Ohio equal to one percent (1%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City. The remaining portion of each employee contribution shall continue to be paid by the employee. The provisions of this section shall apply uniformly to all full-time members of the bargaining unit, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the Public Employees Retirement System of Ohio, report that each employee's contribution has

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<sup>2</sup> The Parties agreed on this language at the Hearing.

been made, as provided by statute. This article is subject to approval of the Public Employees Retirement System of Ohio.

**Section 2.** Effective with the first full pay period January 2012, the one percent (1%) pension contribution set forth above shall be paid by the employee and the City shall increase the employee's wage rate by .8%.

**PATROL/RANK UNITS  
ARTICLE 29  
LONGEVITY**

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

5 <sup>th</sup> Anniversary	\$ 500.00 (.24)	16 <sup>th</sup> Anniversary	\$1,600.00 (.77)
6 <sup>th</sup> Anniversary	600.00 (.29)	17 <sup>th</sup> Anniversary	1,700.00 (.82)
7 <sup>th</sup> Anniversary	700.00 (.34)	18 <sup>th</sup> Anniversary	1,800.00 (.87)
8 <sup>th</sup> Anniversary	800.00 (.38)	19 <sup>th</sup> Anniversary	1,900.00 (.92)
9 <sup>th</sup> Anniversary	900.00 (.43)	20 <sup>th</sup> Anniversary	2,000.00 (.97)
10 <sup>th</sup> Anniversary	1,000.00 (.48)	21 <sup>st</sup> Anniversary	2,100.00 (1.01)
11 <sup>th</sup> Anniversary	1,100.00 (.53)	22 <sup>nd</sup> Anniversary	2,200.00 (1.06)
12 <sup>th</sup> Anniversary	1,200.00 (.58)	23 <sup>rd</sup> Anniversary	2,300.00 (1.11)
13 <sup>th</sup> Anniversary	1,300.00 (.63)	24 <sup>th</sup> Anniversary	2,400.00 (1.15)
14 <sup>th</sup> Anniversary	1,400.00 (.67)	25 <sup>th</sup> Anniversary	2,500.00 (1.20)
15 <sup>th</sup> Anniversary	1,500.00 (.72)		

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

**PATROL/RANK UNITS  
ARTICLE 31  
ROLL CALL TIME**

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

**PATROL/RANK UNITS  
ARTICLE 32  
SICK LEAVE**

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

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

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

**Section 4. Minimum Usage Increments.** Sick leave may be used in segments of not less than four (4) hours, except in the case of doctor and dental appointments where the employee may use sick leave in one (1) hour segments, providing the employee gives the Employer notice of such appointment twenty-four (24) hours before the start of the work shift affected.

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

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

**Section 7. Patterned Absence.** Any abuse or patterned use of sick leave (e.g., for purposes other than due to illness or injury, or in conjunction with days off on a regular

basis, etc.) shall be sufficient cause for discipline as may be determined by the Employer.

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

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

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

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

**Section 12. Sick Leave Conversion.**

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

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

- B. Upon the normal retirement, disability retirement, or death of a full-time employee hired after June 1, 2011, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death, based on the following schedule: 25% of up to one thousand three hundred forty-four (1,344) hours of sick leave, for a maximum of three hundred thirty six (336) hours of pay.

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

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

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

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

**PATROL/RANK  
ARTICLE 33  
HOLIDAYS**

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

1. New Year's Day
2. Good Friday
3. Memorial Day
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving

- 4. Independence Day
- 5. Christmas Day

- 9. Christmas Eve Day
- 10. 3 Floating Holidays

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

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

**Section 4. Holiday Time Scheduling.** An employee that works on a recognized holiday or whose regular continuous schedule does not include the day of the observed holiday shall designate the days he wishes to take off at a later date, which shall be subject to the advance approval of the employee's supervisor as to when they may be taken. An employee electing to take time off for holidays, shall be required to take the time during the year it is earned and not be able to carry the time over into the next calendar year. Time not taken during the year shall be paid in December of the year the Holiday was earned. Floating holidays must be taken during the year and cannot be paid out.

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

**PATROL/RANK UNITS  
ARTICLE 34  
VACATIONS**

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

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

**Section 2. Usage/Carry-Over.** An employee shall be credited with his vacation leave on his anniversary date which shall be required to be taken by the employee within twelve (12) months thereafter. Vacation may be taken in segments of five (5) days or

more, unless the remaining number of days is less than five (5) days. Employees earning three (3) weeks of vacation or more each year shall be able to take up to ten (10) days of such vacation time on a daily basis. An employee shall be permitted to carry over from one year to the next immediate year up to one (1) year of earned but unused vacation leave, but not more than two (2) years, which must be taken as time off. Vacation time that is not taken during the next immediate year shall be forfeited.

**Section 3. Vacation Cashout/Required Usage.** After five (5) years of service if an employee at the end of his anniversary year has vacation time remaining, he may, with two weeks' notice, receive payment at his regular rate for these hours. Employees with three (3) or four (4) weeks of annual vacation accrual must use a minimum of two (2) weeks annually. Employees with five (5) or six (6) weeks of annual accrual must use a minimum of three (3) weeks annually.

**Section 4. Emergency Work During Vacation Period.** In case of emergency, the Department Head has the right to require employees to work on all or part of planned vacation leave, if an employee is required to work under circumstances set forth above, the employee shall be paid an amount equal to the usual compensation for the day or days so worked and the employee shall have the vacation days worked scheduled for a later time in the calendar year.

**Section 5. Separation Payment.** Upon separation from employment with the Employer, except for cause, an employee shall be entitled to compensation, at his current rate of pay, for:

1. Any unused vacation leave accrued to his credit, that he is otherwise entitled to utilize at the time of his separation.
2. Vacation leave earned but not credited since the employee's previous anniversary date, calculated by determining the number of days elapsed from the employee's previous anniversary date to the date of separation, divided by 365 times the number of days vacation the employee would have been entitled to be credited on his next anniversary date.

**Section 6. Death of the Employee.** The death of an employee shall result in the amounts calculated in the above section being paid to the employee's estate.

**Section 7. Prior Service Credit for Employees Hired Prior to December 1, 2007.** Commencing with the calendar year 1999, the City of Eastlake will count prior service with public employers, other than the City of Eastlake, for the purposes of computing the amount of vacation leave for those employees hired before April 16, 1999. All City employees hired on or after April 16, 1999, will have prior service credit computed in compliance with O.R.C. Section 9.44(B)(1). Those employees hired before April 16,

1999, who have prior service credit of more than six months shall be credited with a year of prior service credit for vacation accrual purposes only, i.e., four (4) years and seven (7) months shall be deemed five (5) years prior service credit. Those employees hired before April 16, 1999, shall not receive credit for prior service of six (6) months or less, i.e., four (4) years and five (5) months shall be deemed four (4) years prior service credit. Bargaining unit employees shall not receive any retroactive vacation accrual for prior public service for any years prior to January 1, 1999.

**Section 8. Prior Service Credit for Employees Hired After December 1, 2007.** For all bargaining unit members hired after December 1, 2007, service credit for vacation purposes shall be based on years of continuous, full-time service with the City of Eastlake, Ohio.

**PATROL/RANK UNITS  
APPENDIX A  
WAGE APPENDIX**

Classification-	Hourly Rate	Annual Compensation
Police Officer hired prior to August 1, 2011		
Entry Rate	\$19.14	\$39,811.20
After 1 year of full-time service	\$24.04	\$50,003.19
After 2 years of full-time service	\$29.10	\$60,526.59
After 3 years of full-time service	\$30.42	\$63,276.76
Police Sergeant	\$33.46	\$69,595.35
Police Lieutenant	\$36.80	\$76,550.33

Classification-	Hourly Rate	Annual Compensation
Police Officer hired on or after August 1, 2011		
Entry Rate	\$19.14	\$39,811.20
After 1 year of full-time service	\$21.05	\$43,784.00
After 2 years of full-time service	\$24.04	\$50,003.19
After 3 years of full-time service	\$26.44	\$54,995.20
After 4 years of full-time service	\$29.10	\$60,526.59
After 5 years of full-time service	\$30.42	\$63,276.76
Promoted on or after August 1, 2011:		
Police Sergeant-Entry	\$31.78	\$66,102.40
Police Sergeant – after six (6) months	\$33.46	\$69,595.35
Police Lieutenant – Entry	\$34.96	\$72,716.80
Police Lieutenant – after six (6) months	\$36.80	\$76,550.33

**PATROL/RANK UNITS  
MEMORANDUM OF UNDERSTANDING  
CRITERIA FOR ESTABLISHMENT OF PART TIME OFFICERS**

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

**PATROL/RANK UNITS  
MEMORANDUM OF UNDERSTANDING  
HOLIDAY BANK**

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

All agreements previously reached by and between the Parties and tentatively agreed to, along with any sections of the expired agreement not negotiated and/or changed are hereby incorporated into successor agreement.

August 25, 2011

\_\_\_\_\_  
Date

\_\_\_\_\_  
Louis V. Imundo, Jr.  
Conciliator

**DISPATCHERS UNIT  
ARTICLE 22  
WORKDAY AND WORKWEEK/STAFFING**

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

**Section 2.** The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day.

**Section 3.** Employees shall be awarded one-quarter (1/4) hour of time for roll calls at the beginning of each shift. This time shall be paid in compensatory time on a straight time basis.

**DISPATCHERS UNIT  
ARTICLE 23  
OVERTIME CALL OUT PAY**

**Section 1.** All employees, when performing assigned overtime work, will be entitled to receive pay at one and one-half (1½) times their regular rate for all hours worked in excess of eight (8) hours in any day or forty (40) hours in any week. All assigned overtime shall be subject to the provisions of Article 24, Overtime Distribution.

**Section 2.** For the purposes of computing contractual overtime payments, holidays and vacation days shall be counted as time actually worked.

**Section 3.** All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provisions of this article. In the event an employee works on a holiday, she shall receive one and one half (1½) times her regular hourly rate of pay, plus her holiday pay.

**Section 4.** Any employee who is recalled to work after leaving work or on a day when she is not scheduled to work, shall be given a minimum of two (2) hours work or two (2) hours pay or comp time at her regular hourly rate, providing that the time worked or paid for does not affect the employee's work day.

**Section 5.** Compensatory time may be accumulated to a maximum of one hundred sixty (160) hours to be taken off at a future date, providing that the use of compensatory time is approved of in advance by the employee's supervisor and does not require the utilization of another employee on an overtime basis to work for the employee on comp time.

The use of compensatory time shall not be denied for the sole purpose of imposing discipline. This may be adjusted to coincide with Federal legislation.

**Section 6.** Employees shall have the option of cashing in comp time earned at a time-and-a-half rate during the calendar year. In addition, employees may cash up to an additional one hundred twenty (120) hours of comp time earned at straight time. This may be adjusted to coincide with federal legislation.

**DISPATCHERS UNIT  
ARTICLE 25  
WAGES**

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

**Section 2.** The parties agree that either party may reopen negotiations for the purpose of renegotiating wages for calendar year 2013 by submitting written notice to the other party between September 15 and September 30, 2012.

**DISPATCHERS UNIT  
ARTICLE 26  
INSURANCES**

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

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

**Section 3. Contribution Rates.**

Effective September 1, 2011 the Employer and participating employees shall contribute the following base monthly amounts for coverage under the City’s insurance plan:

Base:	City	Employee	Total contribution
Single	\$ 494.30	\$ 54.92	\$ 549.22
Employee/spouse	1,042.70	115.86	1,158.55
Employee/child	964.11	107.12	1,071.23
Family	1,512.51	168.06	1,680.57

Effective January 1, 2012, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage under the applicable plan, without reimbursement by the City for co-pays or deductibles.

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

**Section 4. Spousal Coverage/Spousal Surcharge.** Notwithstanding the premium sharing schedule established above, employees whose spouses have coverage available through another employer yet choose to enroll the spouse under the City’s plan shall pay a seventy-five dollar (\$75.00) spousal surcharge. The remaining costs of the premium, less the spousal surcharge, if applicable, would be split according to Section 3. An employee whose spouse does not have coverage available through another Employer shall be permitted to participate in City coverage without the spousal surcharge.

**Section 5. Insurance Opt-Out.** Any employee who elects to obtain health care coverage through another source other than the City of Eastlake, with presenting proof of such coverage, will receive two hundred dollars (\$200.00) per month who is eligible for the family plan, one hundred fifty dollars (\$150.00) per month who is eligible for the two party plan and one hundred dollars (\$100.00) per month who is eligible for the employee only plan.

**Section 6. Insurance Committee.** The parties agree that in their continued efforts to reduce hospitalization medicals costs, an Employer-Wide Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually. If the Committee obtains a plan more favorable to employees than the plans to be in effect on April 1, 2005, at a cost acceptable to the Employer, such plan, at the Employer's discretion, may be substituted for the current plan.

**DISPATCHERS UNIT  
ARTICLE 28  
PENSION CONTRIBUTIONS**

**Section 1.** That portion of full-time employees' contribution to the Public Employees Retirement System of Ohio equal to one percent (1%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City. The remaining portion of each employee contribution shall continue to be paid by the employee. The provisions of this section shall apply uniformly to all full-time members of the bargaining unit, and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the Public Employees Retirement System of Ohio, report that each employee's contribution has been made, as provided by statute. This article is subject to approval of the Public Employees Retirement System of Ohio.

**Section 2.** Effective with the first full pay period January 2012, the one percent (1%) pension contribution set forth above shall be paid by the employee and the City shall increase the employee's wage rate by .8%.

**DISPATCHERS UNIT  
ARTICLE 30  
LONGEVITY**

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

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

5 <sup>th</sup> Anniversary	\$ 500.00 (.24)	16 <sup>th</sup> Anniversary	\$1,600.00 (.77)
6 <sup>th</sup> Anniversary	600.00 (.29)	17 <sup>th</sup> Anniversary	1,700.00 (.82)
7 <sup>th</sup> Anniversary	700.00 (.34)	18 <sup>th</sup> Anniversary	1,800.00 (.87)
8 <sup>th</sup> Anniversary	800.00 (.38)	19 <sup>th</sup> Anniversary	1,900.00 (.92)
9 <sup>th</sup> Anniversary	900.00 (.43)	20 <sup>th</sup> Anniversary	2,000.00 (.97)
10 <sup>th</sup> Anniversary	1,000.00 (.48)	21 <sup>st</sup> Anniversary	2,100.00 (1.01)
11 <sup>th</sup> Anniversary	1,100.00 (.53)	22 <sup>nd</sup> Anniversary	2,200.00 (1.06)
12 <sup>th</sup> Anniversary	1,200.00 (.58)	23 <sup>rd</sup> Anniversary	2,300.00 (1.11)
13 <sup>th</sup> Anniversary	1,300.00 (.63)	24 <sup>th</sup> Anniversary	2,400.00 (1.15)
14 <sup>th</sup> Anniversary	1,400.00 (.67)	25 <sup>th</sup> Anniversary	2,500.00 (1.20)
15 <sup>th</sup> Anniversary	1,500.00 (.72)		

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

**DISPATCHERS UNIT  
ARTICLE 33  
SICK LEAVE**

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

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

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

**Section 4. Minimum Usage Increments.** Sick leave may be used in segments of not less than four (4) hours, except in the case of doctor and dental appointments where the employee may use sick leave in one (1) hour segments, providing the employee gives

the Employer notice of such appointment twenty-four (24) hours before the start of the work shift affected.

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

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

**Section 7. Patterned Absence.** Any abuse or patterned use of sick leave (e.g., for purposes other than due to illness or injury, or in conjunction with days off on a regular basis, etc.) shall be sufficient cause for discipline as may be determined by the Employer.

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

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

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

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

**Section 12. Sick Leave Conversion.**

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

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

- B. Upon the normal retirement, disability retirement, or death of a full-time employee hired after June 1, 2011, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death, based on the following schedule: 25% of up to one thousand three hundred forty-four (1,344) hours of sick leave, for a maximum of three hundred thirty six (336) hours of pay.

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

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

**Section 15. Personal Incentive Days.** Each employee shall earn one (1) personal day for each calendar quarter where the employee has perfect attendance, which is to be

taken in the next immediate three (3) month period or forfeited. (Calendar quarters are defined as: January through March, April through June, July through September and October through December).

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

**DISPATCHERS UNIT  
ARTICLE 35  
VACATIONS**

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

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

**Section 2. Usage/Carry-Over.** An employee shall be credited with his vacation leave on his anniversary date which shall be required to be taken by the employee within twelve (12) months thereafter. An employee shall be permitted to carry over from one year to the next immediate year up to one (1) year of earned but unused vacation leave, but not more than two (2) years, which must be taken as time off during the next immediate year, or it shall be forfeited. Employees with three (3) or four (4) weeks of annual vacation accrual must use a minimum of two (2) weeks annually or if an employee separates from service prior to the end of the calendar year, a minimum of twenty (20) hours of vacation for each calendar quarter, or any portion thereof, worked or in active pay status, must be used. Employees with five (5) or six (6) weeks of annual accrual must use a minimum of three (3) weeks annually, or if an employee separates from service prior to the end of the calendar year, a minimum of thirty (30) hours of vacation for each calendar quarter, or any portion thereof, worked or in active pay status, must be used.

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

**Section 4. Vacation Scheduling.** During the first quarter of each calendar year, employees will be given an opportunity to indicate their vacation leave preferences; and promptly thereafter, a written vacation schedule will be prepared by the Employer with a preference given to employees according to their seniority. Employees shall be able to use up to two (2) weeks vacation time in daily segments, with advance approval.

**Section 5. Payment at Layoff.** If an employee is laid off, she shall receive payment for her earned but unused vacation time no later than the next regularly scheduled pay day.

**Section 6. Separation Payment.** Upon separation from employment with the Employer, except for cause, and subject to the usage requirements set forth in Section 3 herein, an employee shall be entitled to compensation, at his current rate of pay, for:

1. Any unused vacation leave accrued to his credit, that he is otherwise entitled to utilize at the time of his separation.
2. Vacation leave earned but not credited since the employee's previous anniversary date, calculated by determining the number of days elapsed from the employee's previous anniversary date to the date of separation, divided by 365 times the number of days vacation the employee would have been entitled to be credited on his next anniversary date.

**Section 7. Death of the Employee.** The death of an employee shall result in the amounts calculated in the above section being paid to the employee's estate.

**Section 8. Prior Service Credit for Employees Hired Prior to January 1, 2000.** Commencing with the calendar year 1999, the City of Eastlake will count prior service with public employers, other than the City of Eastlake, for the purposes of computing the amount of vacation leave for those employees hired before April 16, 1999. All City employees hired on or after April 16, 1999 will have prior service credit computed in compliance with O.R.C. section 9.44(B)(1). Those employees hired before April 16, 1999 who have prior service credit of more than six months shall be credited with a year of prior service credit for vacation accrual purposes only, i.e., four (4) years and seven (7) months shall be deemed five (5) years prior service credit. Those employees hired before April 16, 1999 shall not receive credit for prior service of six (6) months or less, i.e., four (4) years and five (5) months shall be deemed four (4) years prior service credit. Bargaining unit employees shall not receive any retroactive vacation accrual for prior public service for any years prior to January 1, 1999.

**Section 9. Prior Service Credit for Employees Hired After June 29, 2009.** For all bargaining unit members hired after June 29, 2009, service credit for vacation purposes shall be based on years of continuous, full-time service with the City of Eastlake, Ohio.

**DISPATCHERS UNIT  
APPENDIX A  
WAGE APPENDIX**

Effective for employees hired prior to August 1, 2011

Classification Title	Step	Hourly Rate	Annual Salary
Dispatcher	Entry	\$14.86	\$30,908.80
	After 180 Days	\$15.24	\$31,699.20
	After 1 year	\$19.17	\$39,873.60

**APPENDIX A  
WAGE APPENDIX**

Effective for employees hired on or after August 1, 2011

Classification Title	Step	Hourly Rate	Annual Salary
Dispatcher	Entry	\$14.86	\$30,908.80
	After 180 Days	\$15.24	\$31,699.20
	After 1 year	\$17.20	\$35,776.00
	After 2 years	\$19.17	\$39,873.60

**DISPATCHERS UNIT  
MEMORANDUM OF UNDERSTANDING  
HOLIDAY BANK**

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

All agreements previously reached by and between the Parties and tentatively agreed to, along with any sections of the expired agreement not negotiated and/or changed are hereby incorporated into successor agreement.

August 25, 2011

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Date

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Louis V. Imundo, Jr.  
Conciliator