

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF GARFIELD HEIGHTS**

**AND**

**THE FRATERNAL ORDER OF POLICE,  
LODGE 67**

**(SERGEANTS & ABOVE)**

**Term of Agreement:**

**January 1, 2018 through December 31, 2020**

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.** This Collective Bargaining Agreement (“Agreement”) is entered into by and between the City of Garfield Heights (“Employer” or “City”) and the Fraternal Order of Police, Lodge 67 (“FOP”)

**ARTICLE 2**  
**PURPOSE AND INTENT**

**Section 1.** This Agreement is made for the purposes of:

- (a) Continuing and promoting cooperation and harmonious relations between the Employer and the FOP, including members of the collective bargaining unit;
- (b) Establishing equitable and peaceful procedures for the resolution of differences between the parties;
- (c) Guaranteeing the timely and effective delivery of police protection to the residents of Garfield Heights; and,
- (d) Providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement.

In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems, which affect the employees' well-being.

**ARTICLE 3**  
**RECOGNITION**

**Section 1.** The Employer hereby recognizes the FOP as the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all full-time ~~patrolmen~~ **Sergeants and above** of the Police Department, excluding

all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

**Section 2.** Whenever the word “employee(s)” is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

**Section 3.** The Employer will furnish the FOP with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment.

## **ARTICLE 4** **DUES DEDUCTION**

**Section 1.** During the term of this Agreement, the Employer shall deduct regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOP shall be responsible for separately collecting on its own all initiation fees and assessments levied by it.

**Section 2.** The dues so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

**Section 3.** The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

**Section 4.** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the treasurer of the FOP within thirty (30) days from the date of making such deductions.

**Section 5.** The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

**ARTICLE 5**  
**AGENCY SHOP**

**Section 1.** All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount not to exceed the regular monthly FOP dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.

In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.

**Section 2.** The FOP agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP shall indemnify the Employer from any such liabilities or damages that may arise.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Police Department and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:

- (a) Hire, discipline, discharge for just cause, layoff and promote;
- (b) Promulgate and enforce employment rules and regulations;
- (c) Reorganize, discontinue or enlarge any operation or division within the Police Department;

(d) Transfer employees within or to other operations/divisions within the Police Department;

(e) Determine work methods and the number and location of facilities;

(f) Determine the manner in which all work is to be performed;

(g) Determine the size and duties of the work force, the number of shifts required and work schedules;

(h) Establish, modify, consolidate or abolish jobs; and,

(i) Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

**Section 2.** Nothing in this Agreement shall be construed in any manner to diminish the authority of the Employer with respect to any power, right, responsibility or duty conferred on it or any of its officials by federal and/or state statutes and regulations, the Ohio Constitution and common law, the ordinances of Garfield Heights, the rules and regulations of the Garfield Heights Civil Service Commission, and the rules and regulations of the Garfield Heights Police Department, unless specifically and expressly set forth in this Agreement.

## **ARTICLE 7** **NO STRIKE/NO LOCKOUT**

**Section 1.** The Employer and the FOP agree that the Grievance Procedure, subsequently set forth in this Agreement, is an adequate mechanism to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the FOP to avoid work stoppages and strikes. The FOP acknowledges that it is unlawful under Chapter 4117 O.R.C. for safety forces to engage in work stoppages or strikes.

**Section 2.** Neither FOP nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist

in any way in any strike, slow down, walkout, concerted “sick leave” or mass resignation, work stoppage or slow down or any other unlawful interference with the normal operations of the Employer. A breach of this Section is grounds for the Employer to take any or all action provided for in Chapter 4117 O.R.C.

**Section 3.** Moreover, the FOP shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article.

In the event of a violation of this Article, the FOP shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the FOP. The FOP shall order all employees to return to work immediately.

**Section 4.** The FOP understands and recognizes that the Employer is responsible for and engaged in activities which protect the health, safety and welfare of its residents. Thus, any violation of this Article will cause the Employer and the public to incur damages.

**Section 5.** In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

**Section 6.** The City shall not lockout any employee for the duration of this Agreement.

## **ARTICLE 8** **NEGOTIATION PROCEDURE**

**Section 1.** It is herewith agreed that the provision(s) of Ohio Revised Code Section 4117.14 will govern the process of negotiation, settlement and/or approval of the successor

contract, unless another procedure is contained within this contract or mutually agreed to by the parties.

**Section 2.** The term of this Agreement shall be from January 1, 2018 through December 31, 2020, and it shall continue from year to year beyond the original term hereof unless either party notifies the other by filing a Notice to Negotiate with the State Employment Relations Board ("SERB"), not later than ninety (90) days or earlier than one hundred and twenty (120) days prior to the initial expiration date of its desire to modify or amend this Agreement. The postmarked date shall control the issue of timeliness. The notice need not specify in what respect the giver of the notice seeks modification or amendment. The party upon whom timely notice is served shall be free to seek modification and/or amendment without serving any notice.

**Section 3.** Within twenty-one (21) days or as soon thereafter as possible after ninety (90) days prior to the initial expiration date or the expiration date in subsequent years, the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions will be convened by mutual agreement of the parties. All bargaining shall be private and no transcript or recording shall be permitted. This Section shall not preclude the taking of notes, the compilation of memoranda, and/or the distribution of notes or memoranda by either side to any person involved in negotiations. Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to employees of the City. Each team shall be represented by not more than five (5) representatives. No partial offer made or acceptance of a partial offer made shall bind either party to the partial offer or its acceptance, until such time as the agreement has been presented to the FOP membership and approved. A vote by the membership of the FOP to disapprove will restore the parties to the bargaining process without



obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a refusal by the City Council to approve a request for funds necessary to implement an agreement or to approve any other matter requiring its approval will restore the parties to bargaining without the obligation to maintain any previously adopted agreement. It is the intent of both parties that this agreed upon bargaining process be a free and open (but private) exchange, encumbered by any artifice, to the end that each side has a full and fair opportunity to persuade the other to agreement.

**Section 4.** At any time during the bargaining process, either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to an agreement on any issue.

**Section 5.** Approval/disapproval of any proposed agreement by the FOP will be governed exclusively by the FOP's own constitution and by-laws. The approval of a request for funds necessary to implement an agreement or the approval of any other matter by the City Council shall be governed by its rules and regulations and the applicable provisions of Ohio Revised Code Section 4117.10. The FOP will vote first and the City Council will vote pursuant to Section 4117.10 only after written notice that the FOP has approved the agreement or partial agreement.

**Section 6.** In the event impasse is declared by either party, the unresolved issues will proceed as outlined in O.R.C. 4117.14.

**Section 7.** The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him, and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the Parties and SERB.

## **ARTICLE 9** **GRIEVANCE PROCEDURE**

**Section 1.** Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, and except at Step 1, shall have the right to be represented by an FOP representative at all stages of the Grievance Procedure. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest Step of this Procedure.

**Section 2.** A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement or a dispute concerning the disciplining of an employee. However, all employees will be disciplined in accordance with the present rules and regulations of the Police Department and the Grievance Procedure shall only be invoked beginning at Step 3 and only after the Safety Director has issued his decision.

Except at Step 1, 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 redress 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.** An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) business days of the employee having knowledge or when she/he should have had knowledge of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) business days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

**Step 2.** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer in writing within five (5) business days of the meeting.

**Step 3.** If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) business days from the date of the rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) business days of the receipt of the appeal. The hearing will be held with the grievant and his FOP representative. The Mayor or his designee shall issue a written decision to the employee and his FOP representative within fifteen (15) business days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, the FOP may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

**Section 4.** All pre-arbitration grievance settlements reached by the FOP and the Employer shall be final, conclusive and binding on the Employer, the FOP and the employee. A grievance may be withdrawn, with prejudice, by the FOP at any time during Steps 1, 2, or 3 of the Grievance Procedure. If the grievance is not appealed to the next higher Step of the Grievance Procedure, it will be deemed to be settled on the basis of the Employer's last answer.

**Section 5.** The time limits set forth in the Grievance Procedure and the Arbitration Procedure shall be binding on both parties, unless extended by mutual written agreement by the Employer and the FOP. Days as provided in the Grievance Procedure and the Arbitration Procedure shall not include Saturdays, Sundays or holidays.

## **ARTICLE 10** **ARBITRATION PROCEDURE**

**Section 1.** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the FOP may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association (“AAA”) to submit a panel of seven (7) arbitrators whose business address is in Ohio, and will choose one (1) by the alternative strike method.

**Section 2.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**Section 3.** The hearing or hearings shall be conducted pursuant to the “Rules of Voluntary Arbitration” of the AAA.

**Section 4.** The loser of the arbitration shall pay the cost of services provided by the arbitrator. If there is a split decision, each party shall equally pay the cost of service provided by the arbitrator. The Employer and the FOP shall pay the cost of their own witnesses and presentation.

**Section 5.** All decisions of arbitrators shall be final, conclusive and binding on the Employer, the FOP and the employee.

**Section 6.** The FOP shall indemnify and hold the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of any determination that the FOP breached its duty to fairly represent any member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures set forth above.

## **ARTICLE 11** **ASSOCIATION REPRESENTATION**

**Section 1.** The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

**Section 2.** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

## ARTICLE 12 EMPLOYEE RIGHTS

**Section 1.** The personnel file for all bargaining unit members shall be maintained under the custody and control of the Chief of Police or his designee. Upon written request to the Chief, a member shall have the right to review their own personnel file at a reasonable time. A minimum of twenty-four (24) hours' written notice is required when requesting said review.

**Section 2.** Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised Code Section 149.43, the employer shall provide a member notice of the request. The member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

**Section 3.** If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document or attach the member's memorandum to the file noting his concurrence with the member's contentions.

While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

**Section 4.** Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All

investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

**ARTICLE 13**  
**DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined and after the discipline has been imposed. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the FOP.

**Section 2.** Disciplinary action taken by the Employer shall only be for just cause.

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the present rules and regulations of the Police Department and the Grievance Procedure shall only be invoked beginning at Step 3.

**ARTICLE 14**  
**NON-DISCRIMINATION**

**Section 1.** The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age or sex.

**Section 2.** The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

**ARTICLE 15**  
**GENDER AND PLURAL**

**Section 1.** Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words

whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 16** **HEADINGS**

**Section 1.** It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

## **ARTICLE 17** **OBLIGATION TO NEGOTIATE**

**Section 1.** The Employer and the FOP acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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



**ARTICLE 18**  
**CONFORMITY OF LAW**

**Section 1.** This Agreement shall be interpreted in accordance with Section 4117.10(A).

**Section 2.** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE 19**  
**DUTY HOURS**

**Section 1.** The City will continue its policy of having the Chief set the employees' work schedule on a monthly basis. The effected employee(s) will be provided twenty-four (24) hours advance notice of any changes in the monthly schedule, except in an emergency situation as determined by the Chief exercising reasonable discretion.

**ARTICLE 20**  
**OVERTIME, CALL-IN PAY AND COURT TIME**

**Section 1.** All employees, for work performed in excess of the regular eight (8) hours per shift when approved by the Chief, shall be compensated, at employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as approved by the Chief. Compensatory time shall be accumulated and used in accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time

may be cashed in once per year during the first full pay period in December. No less than twenty (20) nor more than one hundred (100) hours shall be cashed in per calendar year.

**Section 2.** Whenever approved by the Chief, the employees called into work or appearing in court on behalf of the Employer for a time period of less than two (2) hours when the employee is not on duty, shall be compensated not less than four (4) straight-time hours . An employee called into work within one (1) hour of the start of his shift shall be paid in accordance with the overtime provision set forth above and not receive call-in pay.

**Section 3.** Employees assigned as “Field Training Officers” shall be paid an additional .125 hours per hour of training completed, to be paid at the end of the training cycle. Compensation may be at the employee’s regular hourly rate, or taken as compensatory time off.

## **ARTICLE 21** **HOLIDAYS**

**Section 1.** All employees shall receive 104 holiday hours and 16 personal hours in recognition of the following holidays days:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Day
	Employee's Birthday (1 day)

**Section 2.** In addition to the benefit provided in Section 1, each employee shall be compensated a rate of one and one-half (1-1/2) times the employee's regularly hourly rate for each hour worked if they are required by the Chief to work on Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, or New Year's Day.

**ARTICLE 22**  
**VACATION**

**Section 1.** Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<b><u>Years of Employment</u></b>	<b><u>Weeks of Vacation</u></b>
After 1 year of full-time service	80 hours
After 5 years of full-time service	120 hours
After 10 years of full-time service	160 hours
After 15 years of full-time service	200 hours
After 21 years of full-time service	208 hours
After 22 years of full-time service	216 hours
After 23 years of full-time service	224 hours
After 24 years of full-time service	232 hours
After 25 years of full-time service	240 hours

**Section 2.** The period for accumulation of vacation credits shall be from January 1 of one year to December 31 of the same year. Employees will earn, on a monthly basis, one-twelfth (1/12th) the number of days due them as set forth in Section 1 of this Article. An employee who becomes employed by the Department before the 16th or who ceases employment after the 15th of any month shall earn vacation credits for that month. Vacation credits accumulated to January 1 of any year shall be used as permitted by the Chief for vacation within the remaining twelve (12) months of such year and shall not be carried over into the next year without approval of the Chief. New appointees shall be entitled to a first vacation based upon credits accumulated to the January 1 next following their date of appointment. Under this rule no one appointed on or after January 1 of any year shall be entitled to vacation in such year.

**Section 3.** Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from

such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer. For an employee to do so, he must provide the Chief with written certification from his prior employer covering the exact periods of such employment.

**Section 4. Vacation Buy-Back.** The employee shall have the right to receive compensation in December of any calendar year at his or her current rate of pay for two (2) days of unused vacation for each full week earned. Requests for such payments must be made in writing to the Chief of Police by not later than December 1.

## **ARTICLE 23** **SICK LEAVE**

**Section 1.** Sick Leave shall be defined as an absence with pay necessitated by:

- (a) illness or injury of the employee or immediate family member\*;
- (b) exposure by the employee to contagious disease communicable to other employees; or
- (c) pregnancy.

\* An immediate family member is defined as a member of the employee's immediate family living in the employee's household, or dependent children under the age of eighteen (18) years of age not living in the employee's household.

**Section 2.** All full-time employees shall earn sick leave at a rate of one and one-quarter (1-1/4) days per month of completed service with no maximum accumulation. For purposes of this Section, completed service shall only include hours actually worked, vacation, holidays and compensatory time.

**Section 3.** An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent.

**Section 4.** Sick leave may not be used in segments of less than one (1) hour.

**Section 5.** Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) consecutive scheduled work days may be required by the Chief to supply a physician's certificate to be eligible for paid sick leave.

**Section 6.** If the employees fails to submit accurate proof of illness or injury, or in the event that such proof as is submitted or upon the request of medical examination, the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

**Section 7.** Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief.

**Section 8.** Any employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

**Section 9.** Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed a transfer of said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum approval amount in effect at the time of transfer in this Agreement.

**Section 10.** Upon retirement, death or leaving the service of the Employer, a full-time employee shall be entitled to receive a cash payment equal to his hourly rate of pay at retirement multiplied by fifty percent (50%) of the total number of accumulated but unused sick leave hours earned by the employee as certified by the Chief. In the case of death of the employee, the benefit provided under this Section will be given to his family.

**Section 11.** An employee eligible for cash payment pursuant to Section 10 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied towards early retirement.

**Section 12.** An employee who is absent from work for a period of two (2) working days or less in one year shall be paid a sick leave bonus of Five Hundred Dollars (\$500.00) in the first full pay period in December. The one year period will begin on December 1<sup>st</sup> and end on November 30<sup>th</sup>. Injuries incurred in the line of duty at the discretion of the Chief shall not count as sick leave for purposes of determining whether the employee is entitled to this sick leave bonus

**Section 13.** For the purposes of Article 23, Section 13, a “working day” will be read to mean however many hours that employee is scheduled to work on a regular shift.

## **ARTICLE 24** **PERSONAL LEAVE**

**Section 1.** All employees, in addition to all other leave benefits, shall be granted two (2) personal days each year which shall be taken within the year earned.

**Section 2.** Personal days shall only be taken with the advance approval of the Chief.

**ARTICLE 25**  
**BEREAVEMENT/FUNERAL LEAVE**

**Section 1.** An employee shall be granted time off with pay for the purpose of attending the funeral of a member of the employee's immediate family as follows:

- (a) For purposes of this Article, the immediate family consists of spouse, parents, stepparents, children, stepchildren, brother, sister, stepbrother, stepsister, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (b) In the event of the death of one of those named in Section (a) above, a Department employee will be granted up to three (3) working days with pay. If the employee's RDO's fall within this period, they will be reassigned at the direction of the Chief of Police. If an employee is on vacation or sick leave, the Bereavement/Funeral Leave policy does not apply.

**ARTICLE 26**  
**LONGEVITY**

**Section 1.** The Employer annually will pay employees in accordance with the following longevity schedule for their years of full-time, continuous service to the City:

**Years of Service**

5 to 10 years	\$1,925
10 to 15 years	\$2,125
15 to 20 years	\$2,325
20 years or more	\$2,525

**Section 2.** Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks.

**ARTICLE 27**  
**JURY DUTY LEAVE**

**Section 1.** Any employee who is called for jury duty, either Federal, County or Municipal, and is on duty, shall be paid his or her regular salary, less any compensation received from such Court for jury duty, as provided for in the Ohio Revised Code.

**ARTICLE 28**  
**UNIFORM ALLOWANCE**

**Section 1.** All employees shall receive One Thousand Two Hundred Dollars (\$1,200.00) as a uniform allowance, to be paid the first check date in July.

**Section 2. Vests.** Commencing in 1993 and starting with the oldest first, the City shall survey bullet proof vests for continued usefulness. A minimum of five (5) vests per contract year may be surveyed and replaced. Thereafter, any vest which reaches a useful life of five (5) years shall be considered in need of replacement unless inspection reveals otherwise.

**ARTICLE 29**  
**INSURANCE**

**Section 1.** The Employer will provide and pay the full premium on behalf of each employee, for single or family hospitalization and medical service coverage, minus the monthly contribution by employee of \$140.00 for family coverage or \$70.00 for single coverage. Said amounts shall be deducted from each employees gross pay pre tax (IRS 125).

**Section 2.** The Employer will provide and pay the full premium for each employee, at his election, for single or family dental and eye care.

**Section 3.** The City shall establish a Cost Containment Committee. The FOP shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. Any changes recommended by the Cost Containment Committee shall be approved by the members of the FOP.



**Section 4.** The Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Thirty Thousand Dollars (\$30,000.00) for all employees. In addition, the Employer will provide and pay the full premium of a convertible life insurance policy in the face value of Three Thousand Dollars (\$3,000.00) for the spouse of each employee and One Thousand Dollars (\$1,000.00) for each child of each employee.

**Section 5.** Pursuant to its self insurance program or an outside carrier, the Employer will provide liability and false arrest coverage for all employees.

### **ARTICLE 30** **SALARY**

**Section 1.** Employees shall receive annual wage increases pursuant to the City Charter (Section 41A), which requires payment to be made as of June 1 of each applicable year.

**Section 2. Firearm Proficiency Allowance.**

(a) During the term of this agreement, all employees shall be required to complete the Firearms Requalification Program consistent with Ohio Revised Code Section 109.801, *et seq.* In order to receive the allowance set forth below, each employee must meet or exceed the standards as contained within the provisions of the Revised Code referenced above.

(b) Satisfactory qualification shall be evidenced by a written letter or memorandum of qualification from the police department range or training officer to the individual employee involved, and to the City.

(c) Upon evidence of satisfactory qualification, each member shall be entitled to a proficiency allowance in the amount of one thousand and five hundred dollars (\$1500.00), payable in the first full pay period in April of each contract year.

**Section 3.** All employees shall receive their paychecks through a “direct deposit” system.

**Section 4.** The provisions of the current CBA notwithstanding, any bargaining unit member who leaves his position on account of a disability retirement, as that term is defined by the ORC, and then returns to his position in conformance with the applicable ORC provisions, shall have his seniority defined and his wages and benefits provided as if he had never left his position.

## **ARTICLE 31** **SENIORITY AND LAYOFF**

**Section 1.** Seniority shall be determined by continuous service with the Police Department within classification. Continuous service shall be broken by retirement, resignation or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence without pay or other no-pay status.

**Section 2.** In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority within classification (last hired, first laid off) in the following order:

- (a) Employees who have not completed their probationary period;
- (b) Employees who have completed their probationary period; and,
- (c) When the seniority of two or more employees is equal, the employees with the lower initial Civil Service test score will be laid off.
- (d) When the seniority of two or more employees hired through lateral entry is equal, previous full-time employment service will be the determining criteria for seniority.
- (e) When the seniority of two or more employees hired through lateral entry is equal and each employee's previous employment only included part-time employment, the amount of hours worked in the two (2) years of employment directly prior to joining the City of Garfield Heights will be the determining criteria for seniority

**Section 3.** When a layoff takes place, seniority as described above will control to allow the least senior employee by rank to bump down into the next lower rank, provided the

senior employee has the skill and ability to perform the duties of the position in question. Employees will be given a minimum of two (2) weeks advance notice of layoff, indicating the circumstances which made the layoff necessary.

**Section 4.** Employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given ten (10) calendar days notice of recall from the date on which the notice is sent by certified mail, return receipt requested to the last known address of the employee. It is the employee's responsibility to notify the City of a change of address.

### **ARTICLE 32** **PROBATIONARY PERIOD**

~~**Section 1.**~~ Employees shall be on probation for a period of one (1) year following the date on which they completed training. They may be terminated at any time for any reason or no reason during said probationary period without reference to the Grievance or Arbitration Procedures of this Agreement or any other provision of this Agreement. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provision of this Article.

### **ARTICLE 33** **DEFERRED FEDERAL AND STATE INCOME TAX** **PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS**

**Section 1.** For all employees who are members of the bargaining unit, as defined in Article III of this Agreement, and who are required to make contributions to the State of Ohio Police and Firemen's Disability and Pension Fund ("Pension Fund") pursuant to the Ohio Revised Code, the contribution shall be paid by the City on behalf of the employee in lieu of contribution by the employee.

**Section 2.** The City shall incur no additional payroll cost, including Pension Fund contributions, under Section 1 of this Article. No employee's total compensation otherwise payable under this Agreement shall be increased. Each employee's compensation shall consist of two parts: a "cash salary" and a "deferred amount." Each employee's "cash salary" shall be the total compensation payable by the City to each said employee in any pay period reduced by the amount payable by the City to Pension Fund on behalf of each said employee under Section 1 of this Article in lieu of contribution by the employee. Each employee's "deferred amount" shall be the Pension Fund "pick-up" amount payable by the City under Section 1 of this Article in lieu of contribution by the employee. No employee shall have the option to receive direct payment of the "deferred amount" contributed by the City to the Pension Fund on behalf of the employee.

**Section 3.** Subject to changes in the Federal and State Income Tax Laws, the City shall treat an employee's "cash salary" as the gross amount of pay for a period for purposes of calculating and deducting federal and state withholding taxes. The employee's Pension Fund contribution remitted to the Pension Fund by the City on behalf of an employee under Section 1 of this Article shall become taxable to the employee for federal and state income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or refund.

**Section 4.** The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the federal tax treatment of the provisions of this salary reduction Pension Fund pick-up plan and making application to the Pension Fund.

**Section 5.** Subject to any requirements imposed by the Internal Revenue Service and the Pension Fund, the provisions of this Article shall apply to payroll periods commencing after adoption of this Agreement by the City and Union.

**ARTICLE 34**  
**HIGH RISK INJURY LEAVE**

**Section 1.** Whenever a full-time police employee during the lawful performance of assigned duties, including training, as a direct result of a “high risk” situation or circumstance, suffers injuries causing total disability for more than three (3) full work days, “high risk” sick leave shall be granted in lieu of regular sick leave beginning with the fourth work day taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the “high risk” leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period. “High Risk” sick leave shall not be deducted from the employee's accumulated sick leave account.

**Section 2.** “Total Disability” shall mean the physical inability of an employee to perform regularly assigned duties at the station and/or otherwise engage in any other gainful employment.

**Section 3.** In order to qualify for “High Risk” sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:

- (a) The injuries are the direct result of:
  - (1) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;
  - (2) A non-chargeable automobile accident occurring during the scope and course of employment;

- (3) A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
  - (4) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon; or
  - (5) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident.
- (b) The event herein described must be duly logged and a written report submitted to the Chief's Office during the shift in which it occurs, or as soon thereafter as practicable.
  - (c) Medical evidence has been provided within a reasonable period of time [no more than fourteen (14) days] from the employee's treating physician and/or the City physician, establishing the cause, nature and extent of the injuries; the likelihood of the term of disability; and the medical probability of full recovery and eventual return to work.
  - (d) The Employee shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the Employee signs a waiver and assignment to the Employer for amounts payable under such Workers' Compensation for temporary total disability benefits, and for any other Employer-paid insurance benefits.
  - (e) The Employer shall have the right at any time during the process to request medical verification of the Employee's injury from his doctor. In addition, the Employer shall have the right, at its expense, to send the employee to a doctor of its own choosing for medical verification. In the event there is a dispute between the employee's physician and the City's doctor, the parties agree to send the employee to a third, neutral doctor, whose decision regarding the process will be final.

**Section 4.** In the event said injury leave shall preempt a scheduled vacation period, said vacation may be rescheduled with the prior approval of the Chief.

**Section 5.** Should a full-time police employee incur an injury on duty and be granted High-Risk Injury Leave pursuant to Article 34 of the Collective Bargaining Agreement the employee may be granted transitional duty at the discretion of the employer, which can be terminated at any time, if: (1) the employee is medically cleared for restrictive duty; (2) the employer has opportunities to employ the employee in accordance with his medical restrictions;

and (3) the employee desires to perform transitional duty. Under these circumstances, the employer may permit the employee to perform transitional duty concurrently with his/her High-Risk Injury Leave.

The employer cannot compel an employee to perform transitional duty. The employer cannot be compelled to offer any employee transitional or light duty under any other circumstances other than those defined above.

## **ARTICLE 35** **SUBSTANCE ABUSE**

### **Section 1. GENERAL POLICY**

The City, its management and its employees all have a vital interest in maintaining a safe and productive work environment. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their coworkers, and third parties. In addition, drug or alcohol abuse leads to higher turnover, absenteeism and significantly interferes with and impedes the City's efficient operations.

The City's growth and future depend upon the physical and psychological health of its employees. Accordingly, the City, working with its employees, intends to maintain a safe, healthful and efficient work environment for all of its employees.

With these objectives in mind, the City has developed the following policy and procedures on alcohol and drug abuse:

#### **(a) Alcohol**

The possession, sale, purchase or use of alcohol (aside from within their official capacities) in a City facility or while on City time is prohibited. In addition, employees may not report to work or be on City time or on City premises while under the influence of alcohol.

(b) **Legal Drugs**

Employees may not use or have traceable in their body any legal drug while on City time or while in a City facility to the extent said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. It is the responsibility of the employee to insure that he does not violate this requirement. An employee will not avoid discipline under this policy by producing a prescription or otherwise disclosing his use of the legal drug after being selected for drug testing. However, an employee will not be subject to discipline for traceable legal drugs if: (i) when requested by the City, he provides a current statement from his physician certifying that he is fit for duty; and (ii) he is not consuming such legal drugs in a manner contrary to the prescription, the drug's label or his physician's advice.

(c) **Illegal Drugs**

The possession, sale, purchase or use of any illegal drug (aside from within their official capacities) while on the City's premises or while on City time is prohibited. Employees may not report to work or be on City time or on City premises with an illegal drug traceable in their systems.

(d) Any employee who violates this policy may be discharged.

**Section 2. DEFINITIONS**

For purposes of this drug and alcohol abuse policy, the following terms shall have the following meanings:

(a) "City premises" shall include, without limitations, City Hall, Municipal Center, Maple Leaf School, the Service Garage, and all other property owned or leased by the City.

(b) "City time" shall include all time during which an employee is on City premises or performing work for the benefit of the City.



(c) “Legal drug” means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

(d) “Illegal drug” means any controlled substance the possession or sale of which is prohibited by law.

(e) “Under the influence of alcohol” means that the employee has a blood alcohol level of at least .04 or above or otherwise exhibits behavior demonstrating that his ability to perform his job duties has been impaired by alcohol.

(f) “Traceable in the employee's system” means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

### **Section 3. PROCEDURES**

#### **(a) Testing**

(a)(1) The City may relieve an employee of duty and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, if:

(a)(1)(a) The City has “reasonable suspicion” to believe that the employee is under the influence of alcohol or a legal or illegal drug. For purposes of this policy, “reasonable suspicion” shall mean suspicion based on specific personal observations that a supervisor in the Police Department can describe concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indicia of possible drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises an inference of drug and/or alcohol use or,

(a)(1)(b) The employee is involved in a work-related accident which a supervisor in the Police Department concludes may have been caused by the employee, including but not limited to accidents which result in bodily injury or damage to City leased or owned property under circumstances giving rise to a question of whether that employee's behavior, actions or judgment was impaired at the time of the accident. Such circumstances include, but are not limited to: single vehicle accidents; vehicles striking fixed objects; accidents where the operator of the vehicle is cited for violation of law and work place accidents where the employee, by his action or inaction, appears to have violated work safety rules or to have otherwise contributed to the accident.

(a)(1)(c) The employee is involved in an office related shooting.

(b) If possible, the supervisor in the Police Department who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign an “observation checklist” setting forth the facts upon which such City supervisor relied in making the referral for drug or alcohol testing. A copy of the “observation checklist” shall be provided upon request to the subject employee.

(c) The employee has the right to union representation prior to referral for drug or alcohol testing assuming that a union representative is immediately available. The FOP may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. The non-availability of union representation shall not operate to delay the referral for testing.

(d) Specimen collection will occur at a reasonable location determined by the Chief of Police and the procedures shall not demean, embarrass or cause physical discomfort to the employee.

(e) The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the City.

(f) As concerns urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, a confirmation test, including but not limited to, the gas chromatography/mass spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee.

#### **Section 4. CONSENT**

If requested by the appropriate medical personnel, the employee shall sign a consent form to withdraw a specimen of blood and/or urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the City.

(a) **Refusal to Provide Specimen or Consent**

Any employee who refuses to provide a urine or blood specimen, or to take a Breathalyzer test, where the City may request such a urine or blood specimen or Breathalyzer test under this policy, or who refuses to sign a consent form, shall be discharged.

(b) **Confidentiality**

The results of any blood or urine analysis or Breathalyzer tests shall be kept strictly confidential among the employee, the testing facility, and the City. However, the City may use the results to decide upon any action to be taken towards an employee, or to the extent necessary, to defend its actions in subsequent grievance, arbitration or legal or other proceedings.

**Section 5. TREATMENT**

The City in its sole discretion, may require any employee who violates this Policy as a condition of employment and in lieu of discharge, to submit to and pass a urinalysis or blood test within six weeks after the date on which the City determines that the employee violated the Policy. In addition, the City may require the employee to undergo alcohol or drug rehabilitative treatment at the facility recommended by the City. To the extent such treatment or counseling is not paid for by the employee's health insurance plan, it shall be at the employee's expense. The City may discharge any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment.

**ARTICLE 36**  
**MISCELLANEOUS**

**Section 1.** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

**Section 2.** The FOP will be allowed one (1) bulletin board for official FOP notices. This bulletin board will be located in the Police Department.

**ARTICLE 37**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 1.** In the interest of sound labor-management relations, once each quarter if requested by either party and on a mutually agreeable time, date and place, the Employer designee(s) shall meet with no more than three (3) representatives of the FOP to discuss issues of mutual labor-management interest.

**Section 2.** The party requesting the meeting shall furnish an agenda to the other party at least five (5) days in advance of the scheduled meeting. The agenda should include the names of those persons attending and the matters to be discussed at the meeting. The purpose of such meetings shall be to:

- (a) discuss matters of mutual concern;
- (b) notify the FOP of departmental changes made by the Chief of Police which affect the bargaining unit;
- (c) disseminate general information of interest to bargaining unit members; and
- (d) discuss ways to improve department efficiency.

**Section 3.** It is further agreed that should special labor-management meetings be requested and mutually agreed upon, they shall be scheduled as soon as practical.

**Section 4.** The committee shall not be used to bypass the normal chain of command. Matters that are subject to negotiations or the grievance process shall not be discussed without mutual agreement of the City and FOP.

**ARTICLE 38**  
**SAVINGS CLAUSE**

**Section 1.** In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a Court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of the

Agreement shall remain in full force and effect. In such event, the Employer and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE 39**  
**EXECUTION**

**Section 1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**FOR THE FOP:  
(SERGEANTS & ABOVE)**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**FOR THE EMPLOYER:  
THE CITY OF GARFIELD HEIGHTS**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**LETTER OF UNDERSTANDING - I**

March 29, 2000

Robert M. Phillips, Esq.  
Faulkner, Muskovitz & Phillips, LLP  
820 West Superior Avenue, Ninth Floor  
Cleveland, Ohio 44113-1800

Re: Negotiations between City of Garfield  
Heights and FOP, Lodge 67

Dear Mr. Phillips:

Article XXX, Salary, Section 1, refers to the City Charter (Section 41A). This section requires the City to compile a wage survey of cities that have a population of 25,000 or more and whose boundry lines are contiguous to the City of Cleveland, Ohio for the purpose of determining average pay for police and fire employees.

The City and FOP agree to add into the average pay fund comparison that is required pursuant to the Charter of the City of Garfield Heights, Average Pay Fund, Department of Public Safety, Section 41-A, the proficiency allowance and pension pick-up for police employees in the City of Euclid.

For the duration of this collective bargaining agreement, such average pay computation will be applied to salaries for police and fire employees of the City of Garfield Heights. They will then receive that wage increase retroactive to January 1 of the applicable year.

Sincerely,

Thomas J. Longo  
Mayor