



City of Lakewood City Council

Council At Large
Sarah Kepple, President
Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Cindy Marx, Ward 4

Noticed 11/25/25

PUBLIC NOTICE – COMMITTEE OF THE WHOLE

Committee of the Whole will meet Friday December 5, 2025 at 11:30 a.m. in the Council Office Conference Room – 1st Floor of Lakewood City Hall, 12650 Detroit Ave. The meeting is open to the public.

PUBLIC COMMENT PROTOCOL (Updated 4/2025)

The public is invited to comment on agenda items by submitting a written comment in advance of the meeting using the eComment platform available [HERE](#). New users must create an eComment account.

The agenda is as follows:

Approval of the minutes of the November 17, 2025 Committee of the Whole.

Communication from Law Director Vargo regarding Collective Bargaining Approval 2026-2028. (*referred to COW 11/17/2025*)

RESOLUTION 2025-73 - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor of the City of Lakewood, Ohio, to enter into agreements with the 8 unions representing more than 450 City employees for a three-year period commencing January 1, 2026 and ending December 31, 2028, and ratifying those agreements. (*referred to COW 11/17/2025*)

Pursuant to Ohio Revised Code [Section 121.22 \(G\)](#), a motion to enter executive session will be made to consider collective bargaining matters.

Sarah Kepple, Chair
COMMITTEE OF THE WHOLE



City of Lakewood
Department Of Law

Ernest E. Vargo, Director
Jennifer L. Swallow, Chief Assistant
Director
Jeffrey Crossman, First Assistant
Director

(216) 529-6030 | law@lakewoodoh.gov

November 17, 2025

Lakewood City Council
Lakewood, Ohio 44107

RE: Collective Bargaining Agreement Approval 2026-2028

Dear President Kepple and Members of Council,

Enclosed please find a resolution for your review and consideration. If adopted, the resolution will ratify the tentative collective bargaining agreements for 2026-2028 between the City of Lakewood and the Fraternal Order of Police/Ohio Labor Council Patrol Unit, the Fraternal Order of Police/Ohio Labor Council Supervisor Unit, Lakewood Fraternal Order of Police, Dispatch Unit, Ohio Patrolmen's Benevolent Association, Corrections Officer Unit, Lakewood Firefighters Association, Lakewood Paramedic Association, American Federation of State, County and Municipal Employees, Local 108, Public Works Employees, and American Federation of State, County and Municipal Employees, Local 108, Administrative Employees respectively.

The tentative agreements are the result of arm's length negotiations between city administration officials and the respective employee representatives. The Administration believes that the agreements reflect an appropriate balance between fair and full compensation for our important workforce and the safeguarding of public funds. The financial terms of the agreements will conform to the 2026 financial budget that is also being introduced at this meeting.

To facilitate your review, please refer to the outline of the material changes between the agreements currently in force and the tentative 2026-2028 agreements, which outline has previously been provided to you. The Law Department and relevant negotiating personnel will be available during Council or committee meetings to address your questions.

These agreements are the final agreements for all eight collective bargaining units.

Very truly yours,

Ernest E. Vargo

RESOLUTION NO. 2025-73

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor of the City of Lakewood, Ohio, to enter into agreements with the 8 unions representing more than 450 City employees for a three-year period commencing January 1, 2026 and ending December 31, 2028, and ratifying those agreements.

WHEREAS, the administration has conducted extensive negotiations with the various collective bargaining units that represent certain employees of the City; and

WHEREAS, such negotiations have provided a tentative agreement between the parties for the years 2026-2028; and

WHEREAS, Council and the administration have reviewed the tentative agreements and desire to ratify and adopt the agreement; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments, in that the current agreement with the Union is set to expire on December 31, 2025; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Council hereby authorizes the Mayor to enter into the tentative collective bargaining agreements for a three-year period, commencing January 1, 2026 and ending December 31, 2028, and ratifies the agreements with the following collective bargaining units:

- Fraternal Order of Police, Patrol Division (Exhibit A)
- Fraternal Order of Police, Supervisors (Exhibit B)
- Lakewood Fraternal Order of Police, Dispatch Unit (Exhibit C)
- Ohio Patrolmen's Benevolent Association, Corrections Officer Unit (Exhibit D)
- American Federation of State, County and Municipal Employees, Local 108, Public Works Employees (Exhibit E)
- American Federation of State, County and Municipal Employees, Local 108, Administrative Employees (Exhibit F)
- Lakewood Firefighters Association (Exhibit G)
- Lakewood Paramedic Association (Exhibit H)

Section 2. The form of the agreements shall be in substantially the same form as attached and shall be on file in the office of the Director of Law.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution occurred in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 4. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least two thirds of the members of Council, this resolution shall take effect and be in force immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

Sarah Kepple, President of Council

Maureen M. Bach, Clerk of Council

Approved: _____

Meghan F. George, Mayor

EXHIBIT A

AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD

AND

WESTERN CUYAHOGA LODGE NO. 25

FRATERNAL ORDER OF POLICE

LAKESWOOD PATROL DIVISION

JANUARY 1, ~~2023-2026~~ – DECEMBER 31, ~~2025~~2028

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 NON-DISCRIMINATION.....	1
ARTICLE 3 CHECK-OFF	1
ARTICLE 4 MANAGEMENT RIGHTS.....	2
ARTICLE 5 NO STRIKE/NO LOCK-OUT.....	2
ARTICLE 6 WORKWEEK/SCHEDULED HOURS.....	3
ARTICLE 7 OVERTIME.....	3
ARTICLE 8 SENIORITY.....	7
ARTICLE 9 WAGES.....	8
ARTICLE 10 DIFFERENTIAL.....	9
ARTICLE 11 ASSIGNMENTS.....	10
ARTICLE 12 LONGEVITY PAY.....	10
ARTICLE 13 HOLIDAYS.....	11
ARTICLE 14 VACATIONS.....	12
ARTICLE 15 SPECIAL LEAVES.....	13
ARTICLE 16 HEALTH INSURANCE.....	14
ARTICLE 17 LIABILITY INSURANCE.....	15
ARTICLE 18 LIFE INSURANCE.....	16
ARTICLE 19 CLOTHING MAINTENANCE.....	16
ARTICLE 20 INVESTIGATIONS.....	17
ARTICLE 21 PERSONNEL FILES.....	18
ARTICLE 22 FOP MEETINGS.....	18
ARTICLE 23 GRIEVANCE PROCEDURE.....	19
ARTICLE 24 TRAINING.....	21
ARTICLE 25 BULLETIN BOARDS.....	23
ARTICLE 26 CORRECTIVE ACTION.....	23
ARTICLE 27 SERVICE WEAPON.....	23
ARTICLE 28 SICK TIME.....	24
ARTICLE 29 LABOR/MANAGEMENT.....	25
ARTICLE 30 LEGALITY.....	26
ARTICLE 31 PERFECT ATTENDANCE.....	26
ARTICLE 32 DURATION.....	27
APPENDIX A WAGES.....	28
APPENDIX B ME TOO.....	31

AGREEMENT

This Agreement is entered into between the City of Lakewood, Ohio, hereinafter referred to as the "City," and Western Cuyahoga Lodge No. 25, Fraternal Order of Police, Patrol Officers, Lakewood Division, herein after referred to as the "FOP Patrol Officers."

The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through representation, in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 1 RECOGNITION

The Administration recognizes the FOP as the sole and exclusive bargaining representative for a unit comprised of all full-time, sworn law enforcement personnel below the rank of Sergeant in the City of Lakewood, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions of employment.

ARTICLE 2 NON-DISCRIMINATION

Both the City and the FOP recognize their respective responsibilities under the Federal and State Civil Rights Law, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both the City and the FOP hereby affirm their commitments, legal and moral, not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The FOP shall share equally, with the City, the responsibility for applying this provision of the Agreement.

ARTICLE 3 CHECK-OFF

3.01 The City will deduct, on a monthly basis, dues from the pay of employees covered by this Agreement, upon receipt from the FOP of individually, written authorization cards voluntarily executed by an employee for that purpose, and bearing the employee's signature, provided that any employee shall have the right to revoke such authorization, pursuant to the provisions of Section 4117 of the Ohio Revised Code.

3.02 Deductions under this article shall be made during the first pay period of each month, but if the employee's pay for that period is insufficient to cover FOP dues, the City will make a deduction from the pay earned during the next period or a subsequent period.

3.03 All deductions under this article, accompanied by a list of all employees for whom deductions have been made, shall be transmitted to the FOP no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and, upon receipt, the FOP shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: determine matters of inherent managerial rights, which include but are not limited to, areas of discretion or policy, such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; suspend, discipline, or discharge for just cause, or layoff, transfer (including the assignment and allocation of work) within the division, assign, schedule, promote or retain employees; determine the adequacy of and direct the work force; determine the overall mission of the City as a unit of government; effectively manage and direct the work force and operations; take actions to carry out the mission of the City as a governmental unit; control the premises and facilities, and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the number of shifts required to work schedules; establish, modify, consolidate or abolish jobs (or classifications); determine the manner in which the work is to be processed; determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

4.02 The foregoing is subject to the restrictions and regulations governing the exercise of these rights as they are expressly provided herein.

ARTICLE 5 NO STRIKE/NO LOCK-OUT

5.01 The FOP shall not, directly or indirectly, call, sanction, encourage, finance and/or assist, in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, picketing or interference whatsoever of any function of the City for the duration of this Agreement. Furthermore, no employee shall instigate or participate in any significant change in law enforcement procedures not directly authorized by the Chief of Police and the Director of Public Safety, and all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 Violation of Section 5.01 of this article may be proper cause for disciplinary action up to and including discharge.

5.03 The FOP shall, at all times, cooperate with the City in maintaining the normal operations in a normal manner and shall actively discourage and attempt to prevent or terminate any violations of Section 5.01 hereof. In the event any violations of Section 5.01 of this article occurs, the FOP shall immediately notify all employees that said violation is prohibited and is not sanctioned or approved by the FOP. Furthermore, the FOP shall also immediately advise all employees to return to work at once.

5.04 The City shall not lock out any employee for the duration of this Agreement.

ARTICLE 6 WORKWEEK/SCHEDULED HOURS

6.01 For the purpose of this Agreement, a workday for employees, with the exception of change-over, training assignment, unit shift, or pre-scheduled overlapping, in part or whole shifts, shall consist of eight (8) regularly scheduled, consecutive hours during a twenty four (24) hour period of time for officers scheduled for eight (8) hour shifts and twelve (12) regularly scheduled, consecutive hours during a twenty-four (24) hour period of time for officers scheduled for twelve (12) hour shifts. A twenty-four (24) hour period commences at the beginning of a regularly scheduled shift. Furthermore, the normal workweek for full-time police officers scheduled for eight (8) hour shifts shall consist of forty (40) regular scheduled hours. The normal two-week work period for full-time police officers scheduled for twelve (12) hour shift shall consist of eighty (80) regularly scheduled hours.

6.02 A workday for those personnel assigned to training as students or instructors shall be consistent with the terms outlined in Article 24 of this Agreement ~~of eight (8) regularly scheduled hours during a twenty-four (24) hour period of time.~~

6.03 Compensation for regularly scheduled twelve (12) hour days shall be at a straight time rate of pay.

6.04 Employees of each bargaining unit within the same grade may, at their request and subject to approval of their division commander and the Chief of Police, trade scheduled work periods for the purpose of participating in a degree program at an accredited college or university, or for participation in training related to their current duties. Such requests shall be submitted in a timely manner, through channels, only after the employee has exhausted all other alternatives. No employee shall be a participant in such trades in excess of four (4) times within any calendar month or twelve (12) times within any calendar year.

6.05 Current practice of trading days shall be maintained.

6.06 Employees shall work the following number of hours in a calendar year based on the following formula: Total number of days in the calendar year, subtract the number of Saturdays and Sundays in that calendar year, multiplied by eight (8) hours.

<u>2023</u> 2026	365 Days - 105 <u>104</u> Saturdays and Sundays x 8 hours = 2080 <u>2088</u> hours
<u>2024</u> 2027	366 <u>365</u> Days - 104 Saturdays and Sundays x 8 hours = 2096 <u>2088</u> hours
<u>2025</u> 2028	365 <u>366</u> Days - 104 <u>106</u> Saturdays and Sundays x 8 hours = 2088 <u>2080</u>

hours

All new bargaining unit employees must sign up for direct deposit upon hire. ~~All current bargaining unit employees must sign up for direct deposit within 60 days of the ratification of this contract.~~

ARTICLE 7 OVERTIME

7.01 All overtime must be approved by the Chief of Police, or a designated representative, and all assigned overtime will be compensated for as provided in this Agreement.

7.02 Any hours of duty in excess of eight (8) hours for officers working an eight (8) hour shift or twelve (12) hours for officers working a twelve (12) hour shift within an employee's regularly scheduled workday shall be compensated at the following rates:

- A. Time and one-half (1-1/2) for all hours on duty in excess eight (8) hours or twelve (12) hours for officers working an eight (8) hour shift twelve (12) hour shift respectively.
- B. Double time for all hours on duty in excess of twelve hours or sixteen (16) hours for officers working an eight (8) hour shift or twelve (12) hour shift respectively.
- C. Double time for all hours on duty in excess of eight (8) or twelve (12) for officers working an eight (8) hour shift or twelve (12) hour shift respectively on the following holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Martin Luther King	President's Day
Veteran's Day	Good Friday
Juneteenth	<u>Easter</u>

- D. Any employee scheduled off on any of the above listed ~~eleven (11) twelve (12)~~ holidays, who is compelled to work, shall be compensated at the rate of double time.
- E. Any employee who is compelled to perform official overtime duty during scheduled vacation shall be compensated at the rate of double time in accordance with the provisions of this article.
- ~~F. Any continuous time over twelve (12) hours if working an eight (8) hour shift or sixteen (16) hours if working a twelve (12) hour shift shall be compensated at the rate of double time.~~

7.03 Employees required to work on the following days shall be paid at time and one-half (1-1/2) for all hours actually worked on the holiday itself:

New Year's Day	Independence Day
----------------	------------------

Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Labor Day
Juneteenth	<u>Easter</u>

7.04 All official court overtime duty ordered by the Director of Public Safety, a superior officer of the Division of Police, the Director of Law or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court, or in response to a subpoena or similar writ commanding appearance in a criminal, quasi-criminal or civil case arising out of an incident while on duty as an employee of the Lakewood Division of Police, shall be compensated at the rate of time and one-half (1-1/2), unless previously notified as in Section 7.05, and any employee who is compelled to perform such official overtime duty at a time not abutting the beginning or end of his regularly scheduled workday, shall receive payment for a minimum of three (3) hours worked, or actual time worked, whichever is the greater.

- A. An employee who is compelled to report in person to a court for trial or to a prosecutor immediately before a trial within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift, shall be compensated for all time between completion of duty and completion of court related overtime, or a minimum of three (3) hours, whichever is greater.

7.05 When an employee is ordered to report for duty, other than court, by the Director of Public Safety, Chief of Police or superior officer, and the time does not abut the beginning or end of the employee's regularly scheduled workday, the employee shall receive compensation for three (3) hours of overtime, or actual time worked, whichever is greater, computed at time and one-half (1-1/2), unless previously notified not to report for duty. Previously notified shall mean personally notified, or a message delivered to a responsible person by telephone, or direct contact at the employee's residence, or by leaving a voicemail message by 6:00 p.m. on the day before the time directed to report for court AND twenty-four (24) hours' notice before reporting for duty.

- A. An employee who is compelled to report in person for duty within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift shall be compensated for all time between completion of duty or a minimum of three (3) hours, whichever is greater.

7.06 Any employee who makes an off-duty felony arrest or an arrest for any offense of violence, offense of theft, sex offense or executes an arrest warrant or provides life-saving treatment in accordance with department training shall receive credit or payment for four (4) hours of work or the actual amount of hours required, whichever is greater, computed at time and

one-half (1-1/2). Off duty arrests shall not include an arrest made while privately employed in a law enforcement capacity. Overtime shall be granted only for misdemeanor arrests specified above.

7.07 For the purpose of overtime accumulation, the following schedule shall be applied: An employee shall start each year (January) with no more than one hundred (100) hours in their overtime bank. Payment for hours in excess of one hundred (100) hours shall be received in January of the following year. Compensatory time off requests, once submitted, shall be decided without undue delay, not to exceed forty-eight (48) hours after any request submitted within 30 days of the date requested off. This shall not prohibit approval outside of the 30 days.

7.08 Employees may indicate their desire for an overtime withdrawal on the Leave Bank Payout form in Precinct Manager at any time during the year. On the form the employee must select 'Overtime Granted' Leave Bank. Payment for the overtime withdrawal shall be made in the officer's payroll check, at his or her current salary rate, for the pay period in which the Leave Bank payout form was submitted and approved.

7.09 A copy of that request will be recorded in the employee's Precinct Manager account for future reference.

7.10 Any employee detailed or assigned to attend a job-related school, seminar or training session outside Cuyahoga County or contiguous counties, except probationary employees attending mandatory courses, shall be considered on duty during actual travel time and be compensated accordingly to include travel allowance and reimbursement for meals, in accordance with established policy of the City.

7.11 Any employee, at the time of retirement, shall receive all terminal leave benefits, including accrued overtime, unused vacation time, unused holiday time, accrued longevity, accrued uniform allowance, and any other unused compensatory time, in one (1) lump sum payment. If an employee dies while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid in a lump sum to the surviving spouse or designated beneficiary, if any, and if there is no surviving spouse or designated beneficiary, then to the estate of the deceased employee. Nothing in this section shall be construed to supersede or control policies and procedures of the Ohio Police and Fire Pension Fund, as established and operating, pursuant to the Ohio Revised Code, Chapter 742.

7.12 Two (2) hours at straight time shall be authorized for volunteer blood donors.

7.13 Any day (excluding Independence Day) designated as a Restricted Day by the City, in which the Chief or designee directs that any particular patrol shift be restricted from permitting officers to take leave due to a planned or known event occurring within the City shall result in premium pay of one and one-half (1 1/2) times the regular rate of pay provided to all officers who are regularly assigned to the shift and are working the shift during the restricted hour(s). The Employer shall provide reasonable advance notice of any designated Restricted Day.

ARTICLE 8 SENIORITY

8.01 For the purpose of calculating seniority for layoff, the date of an employee's service shall be counted from the employee's latest date of hire or promotion. Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged for just cause.
- C. Is laid off for a period of more than thirty six (36) consecutive months.
- D. Is absent without leave for three (3) or more working days without notifying the Chief or designee.
- E. Fails to reply to a recall.

8.02 If, as a result of economic considerations, the City decides to reduce its forces, employees covered by this agreement shall be laid off in the following manner, with the least senior employee laid off first:

- A. Students.
- B. Temporary and seasonal employees.
- C. Part-time employees.
- D. Employees who have not completed the initial probationary period.
- E. Employees who have completed their initial probationary period.
 - 1. In the event the seniority of two (2) or more employees is equal, the employees shall be laid off according to their initial test scores, pursuant to Civil Service Rules.
 - 2. Should the City eliminate any department positions for any reason, seniority shall prevail as set forth above to allow the least senior employee, by rank, to bump down into the next lower rank, so long as the employee's seniority permits and so long as the senior employee is qualified to fill the position. For purposes of §8.02, employees shall not receive seniority credit for time served with another employer.
 - 3. Employees shall be recalled in the reverse order of their layoff. An employee on layoff, upon receipt of actual notification, will be given ten (10) calendar days' notice of recall from the date on which the City sends the recall notice to the employee, by certified mail, to the employee's last known address, as shown

on the City's records. It is the employee's responsibility to notify the City of a change of address. The City will maintain a list of those employees who are laid off for a period of three (3) years. During this period of three (3) years, new bargaining unit employees shall not be hired until all qualified employees on layoff status, desiring to work, have been recalled.

8.03 Selection of initial vacation preference shall be made on the basis of seniority within any particular rank of the Division of Police, as specified within the Department Work Rules.

8.04 All new employees shall have a probationary period of eighteen (18) months following their certification by the Ohio Peace Officer Training Council or, if already certified, eighteen (18) months following their swearing in as Patrol Officer. During such period, the employer shall have the sole discretion to dismiss the employee without recourse to the grievance procedure or to any Civil Service appeal.

Where the City has paid for an employee's peace officer training, an employee resigning from the City within the first three (3) years of employment is required to reimburse the City for such payments.

8.05 All employees promoted to a higher rank are required to serve a probationary period of one (1) year. During this period, the City shall have the sole discretion to demote such employee to their previous rank without the employee having any recourse to the grievance procedure or to any Civil Service appeal.

8.06 If an employee is off work due to illness or injury in excess of ten (10) days during the probationary period, the probationary period is automatically extended by the number of days off.

8.07 Years of service, for purposes of promotion, shall be defined as years of service only with the Lakewood Division of Police.

ARTICLE 9 WAGES

9.01 Effective January 1, ~~2023-2026~~ all Patrol Officers Grade I shall receive a one-time wage adjustment of two thousand six hundred dollars (\$2,600) and- three percent (3%) cost of living wage increase on base wages.

9.02 Effective January 1, ~~2024~~2027, all Patrol Officers Grade I shall receive a three percent (3%) cost of living wage increase.

9.03 Effective January 1, ~~2025~~2028, all Patrol Officers Grade I shall receive a ~~three~~four percent (~~3~~4 %) cost of living wage increase.

9.04 Effective March 1, 2021, Patrol Officers hired through the City of Lakewood Civil Service patrol officer lateral process shall be placed in the appropriate pay grade based on prior full-time patrol officer Civil Service experience. For every two (2) years (not to exceed six (6)

years) of prior full-time patrol officer Civil Service experience the lateral patrol officer has, (as verified through the background process) shall receive one (1) year (not to exceed three (3) years) of credit with the City of Lakewood police department for wage purposes only.

9.05 For wage rate breakdown see Appendix A.

9.06 Proficiency Pay

The City will provide a stipend of \$2,400.00 to all ~~full-time~~full-time employees of the Lakewood Division of Police for firearms and body-worn camera proficiencies paid in the first pay of each year of the Agreement.

9.07 Leads Training

The City will provide an additional ~~\$0.50/per~~ hourly payment for LEADS proficiency ~~in 2023. In addition, the City will provide an additional \$0.50/per hour for Leads proficiency in 2024 and 2025 for a total~~ of \$1.00/per hour.

ARTICLE 10 DIFFERENTIAL

10.01 Patrol Officer Classification

- A. Patrol Officer (20 years of service) ~~and Safety Education Officer~~ – Three (3) percent base pay above Patrol Officer Grade I.
- B. Detective/Investigator – Six (6) percent base pay above Patrol Officer Grade I.
- C. All employees assigned to a position as Field Training Officer (FTO), or to the Special Operations Unit shall be paid an additional three (3) percent above Patrol Officer Grade 1. Reserve Officers shall be paid an additional three (3) percent above their current rate of pay.
- D. Detective/Investigator (20 years of service) – All employees assigned to a position as Detective or as Investigator shall be paid an additional three (3) percent above their current rate of pay. The maximum differential shall be capped at nine (9) percent.

10.02 Patrol Officers at any grade may be assigned as a Reserve Officer. Reserve Officers may request a transfer from assignment after three (3) years. Once removed from the position the assigned Officer will not be placed back into the position for a period of two (2) years, except during times of emergency.

10.03 The assignment of a Patrol Officer to a higher rated position, such as FTO or Investigator, shall not be deemed a promotion under Civil Service or this Agreement, and the Chief of Police shall have the sole authority to assign employees to any such position or to transfer such employees out of such positions to their previous position and rate of pay.

ARTICLE 11 ASSIGNMENTS

11.01 Temporary Assignment

Any employee serving at a temporary rate, or in a temporary position which pays a higher rate of pay for a period in excess of thirty (30) consecutive days, shall receive the base rate of pay for that higher rate or position for as long as the employee is in that position.

11.02 Job Posting

A. The Chief of Police shall announce, through roll call and by posting on at least two (2) departmental bulletin boards, any pending vacancy at least seven (7) days prior to filling such vacancy. Any employee of the Lakewood Division of Police may request consideration for such assignment by applying within the time period, through channels, to the Chief of Police. The Chief of Police shall sign a receipt for such request and return a duplicate copy to the applicant. Originals shall be receipted and placed in the applicant’s personnel file.

B. The Chief of Police shall be guided in decisions concerning assignment of employee members by the diligence, efficiency, interest, ability, training and other qualities of the individual employee as reflected in their personnel file.

11.03 The City agrees, to the extent possible, that work rules will be reduced to writing and provided to all employees in advance of or simultaneously with their enforcement. The City further agrees to provide the FOP Chairman copies of revised or new work rules and general orders in advance of or simultaneously with their enforcement.

ARTICLE 12 LONGEVITY PAY

12.01 All full-time employees of the Lakewood Division of Police shall be paid, in addition to their compensation, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year, computed in accordance with the following semi-annual rate schedule:

5 Years	\$250.00	16 Years	\$800.00
6 Years	\$300.00	17 Years	\$850.00
7 Years	\$350.00	18 Years	\$900.00
8 Years	\$400.00	19 Years	\$950.00
9 Years	\$450.00	20 Years	\$1000.00
10 Years	\$500.00	21 Years	\$1050.00
11 Years	\$550.00	22 Years	\$1100.00
12 Years	\$600.00	23 Years	\$1,150.00

13 Years	\$650.00	24 Years	\$1200.00
14 Years	\$700.00	25 Years and Over	\$1250.00
15 Years	\$750.00		

12.02 Longevity payments shall be provided in two (2) equal payments in June and December of each year and will be included in the employee’s regular paycheck.

12.03 An employee who terminates their employment on a date which falls between determination dates, as set forth in the above section, shall receive a portion of longevity compensation, to which the employee is entitled, on a pro-rated basis up to the date of termination.

ARTICLE 13 HOLIDAYS

13.01 All employees immediately upon their hire date shall receive a prorated number of personal hours, all holidays and birthday that may occur following their date of hire and prior to the end of the calendar year of the year they’re hired. All other employees shall receive the following holiday hours (~~144~~152):

Holiday hours	<u>8896</u>
Employee birthday hours	8
Employee personal hours	48

- | | |
|-----------------------------|---------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Good Friday | Christmas |
| Memorial Day | Employee’s Birthday |
| Juneteenth | 48 Personal Hours |
| Independence Day | <u>Easter</u> |

13.02 Any employee covered by this Agreement may convert their holidays to holiday hours to be used during the calendar year. Any unused holiday hours, not to exceed ~~120~~8 hours, may be cashed in at the end of the year and will be included in the employee’s regular paycheck in January of the following year. The personal day earned, pursuant to Article 31, Section 31.02, may be converted to holiday hours and cashed in at the end of the year. Twenty-four (24) of the forty-eight (48) personal hours listed above do not have any cash value and may not carry over from one calendar year to the next. Those hours are a lose it or use it benefit within the calendar year it is given.

ARTICLE 14 VACATIONS

14.01 All full-time employees who have completed one (1) or more years of service ~~as of June 1st~~ shall earn vacation hours according to the following schedule:

<u>Weeks</u>	<u>Working Hours</u>
6	8
11	16
16	24
21	32
26	40
31	48
36	56

<u>Weeks</u>	<u>Working Hours</u>
41	64
46	72

<u>Years of Service</u>	<u>Vacation Hours</u>
1	100
7	150
13	200
19	250

14.02 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year. Vacation time shall be provided on January first of each year and shall be prorated for employees during their first year of employment.

14.03 A vacation week, including all pre-selected holiday weeks, shall be seven (7) consecutive days off, plus all abutting RDO's.

14.04 All vacation time shall be paid at an employee's regular salary rate in effect at the time the vacation is taken.

14.05 If, due to scheduling, an employee's vacation cannot be taken in the year earned and is accumulated and taken in the next subsequent year, the rate of vacation pay shall be at the employee's rate of pay in effect during the year taken.

14.06 Vacation scheduling shall be on an equitable basis consistent with the operating requirements of the Lakewood Division of Police subject, at all times, to the approval of the

Chief of Police. Vacation requests, once submitted, shall be decided upon without undue delay, not to exceed forty-eight (48) hours after any request submitted within thirty (30) days of the date requested off, this shall not prohibit approval outside of thirty (30) days. This shall not prohibit approval outside of the 30 days.

14.07 Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule which affects the employee's regular days off, said employee may, at their option, select another vacation period from among those vacation periods remaining and consistent with Section 14.06 above. An officer may change scheduled vacation to an open week with the following restrictions: The change is at least one (1) day in advance of the vacation time requested; the change must not interfere with manpower needs. Vacation changes will be considered on a first-come, first-served basis.

14.08 If an employee is injured in the line of duty and, as a result of said injury, is placed on sick leave during any scheduled vacation period, said employee shall be credited with those vacation days so affected and, upon return to full-time duty (i.e., working full-time hours), be permitted to reselect those vacation days in accordance with the terms of the Agreement.

14.09 Employees shall be permitted to accumulate a total of four hundred (400) working hours of vacation time. Vacation time acquired but not used in excess of four hundred (400) working hours shall be forfeited on December 31st of each year.

- A. All personnel will be required to use at least eighty (80) vacation hours in every year.
- B. Any hours in excess of the hours to which an employee is entitled may be placed into a bank for accumulation.

14.10 An employee who has notified the Chief of Police, in writing, of their date of retirement shall not be required to make a minimum vacation selection, as required in Section 14.09 above.

14.11 Effective January 1, ~~2023~~2026, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio, other state or political subdivision of that state, United States federal government, or active duty military service with the U.S. military service components for the purposes of vacation hours earned. Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system or on a form created and approved by the Human Resources Department.

14.12 Following the employee's selection of eighty (80) hours of vacation time, vacation time may be taken in one quarter (1/4) hour increments with the approval of the Shift Commander.

ARTICLE 15 SPECIAL LEAVES

15.01 If a death occurs among members of the employee's family (spouse, person living as spouse, parent of minor child(ren), son, daughter, stepchild, mother, father, stepparent or person

acting in loco parentis, brother, sister, father-in-law, mother-in-law), such employee shall be granted ten (10) days if on an eight (8) hour shift or seven (7) days if on a twelve (12) hour shift, of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based upon individual circumstances.

15.02 If a death occurs among members of the employee's family of son-in-law, daughter-in-law, grandfather, grandmother, grandson, granddaughter, brother and sister-in-law, grandparents-in-law, , such employee member shall be granted five (5) days if on an eight (8) hour shift or three (3) days if on a twelve (12) hour shift, of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based upon individual circumstances.

15.03 If a death occurs to an, aunt, or uncle, niece or nephew such employee member shall be granted two (2) days of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time. Employees will complete the appropriate form in Precinct Manager.

15.04 Jury Duty

Employee members, while serving upon a jury in any court of record, shall be paid at their regular salary rate for each of their workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the employee/juror shall be retained by the employee. Employees will complete the appropriate form in Precinct Manager.

15.05 Military Leave

Employee members shall be granted leaves of absence for military duty in accordance with state and federal laws and local ordinances.

15.06 Leaves of absence without pay or other fringe benefits may be granted by the City at its discretion.

15.07 Paid Parental and Paid Childbirth Leave Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

ARTICLE 16 HEALTH INSURANCE

16.01 The City agrees to provide for full-time employees and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans; A PPO and HDHP option selected by the City. . Prior to changing health care delivery systems, the City will meet and confer with the FOP. The PPO plan shall be a 90/10 coinsurance cost share, unless unanimously decided to be changed by the Healthcare Committee.

16.02 The PPO plan offered by the City shall have an employee monthly contribution rate for single coverage not to exceed twelve percent (12%) of the COBRA rate \$125.00 in 2023-2026 and an employee monthly contribution for family coverage not to exceed eleven percent (11%) of the COBRA rate \$245.00 in 2023-2026, and not exceed twelve percent (12%) of the COBRA rate in 2027 and 2028. ~~The PPO and HDHP for 2023 is established as summarized in Appendix A.~~ Changes to the plans, as approved by the Insurance Committee, shall be appended annually to this Agreement. -

16.0503 Newly hired employees shall have the option to purchase their selected health care plan at current COBRA rates. The health care plan selected shall become effective on the first day of the month following their date of hire.

16.0704 The employer shall establish an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units and a minimum of one (1) representative of the employer.

The Insurance Committee represented by between one and three employees from each of the city's seven bargaining units and at least one representative of management formed in a prior collective bargaining agreement, shall continue through the duration of this agreement. The employer shall and the members of the committee may provide advisors or facilitators to assist the committee regarding health care issues. The committee will meet as often as necessary to complete its work, with a target of at least one meeting per quarter.

The purpose of the Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of reducing costs for both the city and the employees. An additional goal of the committee is to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employees shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee. If the committee unanimously approves such proposed new or revised plan or plans, then the employer is authorized to implement such plan or plans at the next annual open enrollment period.

ARTICLE 17 LIABILITY INSURANCE

17.01 The City shall provide liability insurance (which may be through an insurance carrier, a program of self-insurance or any combination thereof) for employees, including false arrest coverage for a Police Officer regarding occurrences arising out of the performance of the employee's duties, and such coverage shall be in the minimum amount of \$1,000,000.00 per person/\$1,000,000.00 per incident/no aggregate for bodily injury, property damage and personal injury. The FOP shall be provided copies of such current policies and coverage.

17.02 Subject to the limits of the policy, insurance coverage shall be provided to each employee of the Division of Police operating City owned vehicles to protect the employee fully against any and all claims arising out of the authorized operation of said vehicle. This insurance must cover all claims for property damage and personal injury and shall be the sole responsibility of the City to provide and maintain.

ARTICLE 18 LIFE INSURANCE

18.01 The City will purchase a life insurance policy, which will provide, subject to its terms, a death benefit of at least \$175,000 in the event a sworn Police Officer dies in the line of duty. The benefit shall be paid in one payment. The policy shall also provide for dismemberment coverage.

18.02 The City agrees to provide life insurance coverage to each employee covered by this Agreement in the amount of 1.5 x the employee's annual salary up to \$180,000.

18.03 The FOP shall be provided copies of such current policies and coverage.

ARTICLE 19 CLOTHING MAINTENANCE

19.01 All employees shall receive an annual clothing maintenance of \$2,000, paid in installments in March and September. This maintenance allowance shall be pro-rated for new-hires and employees terminating employment with the City and will be included in the employee's regular paycheck.

19.02 When an employee is newly assigned to a non-uniformed, investigative position in excess of thirty-one (31) days, that employee shall receive a supplementary maintenance of \$400.00 one (1) time and will be included in the employee's regular paycheck.

19.03 The cost of replacement and/or repair of uniform items damaged in the line of duty will be considered as a separate item outside any cash uniform allowance, but subject to the following conditions:

- A. Line-of-duty damage shall be reported immediately to the employee member's duty supervisor and a written report filed. The supervisor shall investigate the matter and file a report and recommendation concurring or not concurring that an item needs replacement, and that it should or should not be considered as line-of-duty damage. Reports shall be forwarded for approval, through channels, to the Chief of Police.
- B. Employee members whose uniform items are damaged as the result of an action in which the person responsible is charged in the Lakewood Municipal Court shall advise the Court of the fact, in writing, and will include the amount of the damage. A complete notation under "Statement of Facts, etc.," on a citation or as part of a separate report shall satisfy this requirement. Department payment for repair and/or

replacement shall not be predicated on the ability of the person responsible to pay such costs, the finding of the Court or timeliness of the trial.

- C. On approval of the Chief of Police, the employee member shall determine the supplier and cost involved and obtain a purchase order from the Chief's secretary. No purchase shall be made without a purchase order and no other item(s) beyond those approved shall be purchased on that order number.
- D. Should departmental payment be approved and the person responsible indicates a willingness and ability to pay such costs, the employee member involved shall make an immediate, direct, personal referral to the Commander, Division of Administration and Services, who shall accept payment in the name of the City of Lakewood, Division of Police. Employee members shall not accept direct payment from persons responsible for damage when replacement or repair costs have been approved as a departmental expenditure.
- E. No request for replacement or repair costs shall be considered for approval, nor shall consideration be given to validation of prior expense for necessary replacement costs as the result of an employee member's gross negligence, gross misconduct or violation of the rules and regulations of the department.

19.04 Personal items damaged or lost in the line-of-duty will be eligible for reimbursement from the petty cash account. Reimbursement from petty cash will be subject to the policy, subject to the requirements in Section 19.03(A) above.

ARTICLE 20 INVESTIGATIONS

20.01 When an employee is to be interviewed or required to submit reports as a result of a complaint, the employee shall be informed of the nature of such complaint prior to such interview or order to submit a report. An employee undergoing an investigation and ordered to answer interview questions or ordered to write a statement or report, shall first be informed by lawful supervisory personnel that the purpose of the investigation is for administrative internal department purposes only and that refusing to obey an order to answer interview questions or to write a statement or report may result in a charge of insubordination and that the punishment for insubordination may result in discipline up to and including termination. The employee shall be permitted to review any available and relevant video and audio in the department's possession prior to being interviewed or prior to preparing a written statement or report. A copy of all completed complaints and investigations will be forwarded to the officer involved.

20.02 In the event the City is engaged in an investigation of any employee covered by this Agreement, the City will issue no news releases or photographs that identify said employee except as required by law but will refer all inquiries to the City Law Department.

20.03 The employee shall be afforded the right to have a union representative present during any grievable internal disciplinary matter. If, during or prior only to any interrogation session, it appears as though criminal charges may result, the employee will be advised of their legal rights,

rights to counsel and will be afforded the right to have an attorney present at any and all interrogation sessions related to the specific incident.

20.04 An employee involved in a critical incident related to use-of-force or use of a motor vehicle, involving a life-threatening serious physical injury or death of another, said employee shall be provided paid ~~administrative-critical incident~~ leave for a minimum of three (3) sleep cycles (72 hours) prior to being compelled to submit to a formal interview, provide a written statement or report. Inquiries limited to essential basic facts shall be permitted to protect the safety of the public and to preserve evidence. An employee involved in a critical incident shall be afforded the opportunity to review all relevant video and audio records prior to being interviewed or preparing a written statement or report. The employee shall be afforded an opportunity to have a non-employee representative or attorney present prior to participating in a formal investigation.

ARTICLE 21 PERSONNEL FILES

21.01 The personnel file for all employees shall be maintained by the Human Resources Director for the City of Lakewood.

21.02 All permanently appointed employees shall have the right to examine their own personnel file (excluding all information related to their probationary period and pre-employment screening) during normal business hours. Employees will be required to remain in the Human Resources Department with a member of the Human Resources staff while reviewing their file. Under no circumstances will an employee be allowed to remove an original file from the Department of Human Resources.

21.03 An employee may not remove or alter any documents in their file, but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting same, through channels, to the Human Resources Director.

21.04 No unfounded or unsustained complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

21.05 Disciplinary actions, other than suspensions without pay, more than two (2) years from the date of occurrence of the action shall not be used in any current disciplinary action. Disciplinary action resulting in a loss of pay or time older than five (5) years from the date of such action shall not be used in any current disciplinary action.

ARTICLE 22 FOP MEETINGS

22.01 The FOP membership of Lakewood may hold official meetings in the offices of the Lakewood Division of Police, but no meeting shall interfere with the work operations of the division.

22.02 The FOP will be authorized an aggregate of two hundred (200) hours of paid leave, per calendar year, for members of the FOP committee and elected FOP officers to use at any time

during the year to attend FOP functions, such as conventions, educational meetings or seminars. Any unused time remaining at the end of the year may be carried over to the next year(s). The City shall make other reasonable provisions for authorizing vacation leave, holidays or use of accrued overtime for the employee members to attend FOP functions in addition to the above-mentioned two hundred (200) hours.

22.03 Whenever a law enforcement officer in the State of Ohio is killed in the line-of-duty, or a member of Lodge No. 25, FOP dies, the Chairman of the FOP Negotiating Committee shall designate two (2) FOP members who shall be given one (1) day off each, with pay, to attend the funeral and shall be afforded a Lakewood Division of Police marked police vehicle for such purpose.

22.04 The FOP negotiating committee, to be comprised of no more than seven (7) employee members, shall be relieved from duty to attend negotiating sessions with City representatives. Committee members may be ordered back to duty during a meeting should conditions necessitate such action. Off-duty committee members voluntarily perform this function without compensation.

ARTICLE 23 GRIEVANCE PROCEDURE

23.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees, the FOP and the City. The procedures specified in this article are intended to provide a system for fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

23.02 A grievance is any dispute or difference between the City and the FOP which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions which result in a letter of reprimand or monetary loss to the employee, except for those involving discharge of non-certified and probationary employees. Letters of reprimand are not subject to arbitration.

During that period of time an employee is non-certified and during an employee's probationary period, the City shall have sole discretion to discharge such employee, and such actions during this period cannot be reviewed through the grievance procedure.

23.03 The following shall apply to all grievances arising under this Agreement:

Step I. An employee who has a grievance should meet with their immediate supervisor to attempt to resolve the grievance on an informal basis.

Step II. If the grievance is not resolved in the informal manner described in Step I, a written grievance must be filed with the immediate supervisor within ten (10) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, member of the grievance committee and the aggrieved employee(s). Within ten (10)

working days of this meeting, the City shall issue a written answer to the grievance.

Step III. If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the committee may appeal the Step II answer to the Chief of Police within ten (10) working days after the Step II answer was issued. Such appeal shall be in writing and include a copy of the original grievance and shall specify the reason why the aggrieved employee(s) or the committee believe the Step II answer is in error. Within ten (10) working days after receipt of the appeal, a grievance meeting shall be scheduled with the Chief of Police, who shall, within ten (10) working days after the close of such meeting, issue a written answer to the grievance.

Step IV. If the grievance is not satisfactorily settled in Step III, the grievance may be submitted to the grievance committee. The grievance committee will then review the merits of the grievance and decide, no later than thirty (30) calendar days after the City's Step III answer was issued, whether or not to recommend further appeal. Should the committee decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure. The committee's decision shall be final and binding. Should the committee decide to process the grievance further, the FOP may, within thirty (30) calendar days after the City's Step III answer was issued, file an appeal with the Mayor or designated representative. Such appeal shall be in writing, include a copy of the original grievance and shall specify the reason why the committee believes the Step III answer was in error. The Mayor or designated representative shall reply in writing within ten (10) working days from the receipt of that appeal.

23.04 Arbitration

A. If the grievance is not satisfactorily settled at Step IV, the committee may submit the matter to arbitration by giving the City written notice of its intent to arbitrate the grievance within thirty (30) working days from receipt of the Step IV answer. ~~The City and FOP shall meet to select an arbitrator from the following: Harry Graham, James Mancini, Dennis Minni, Nels Nelson or Robert Stein. The arbitrators shall be selected on a rotating basis or as agreed by the City and the Union. The FOP may submit the matter to the Federal Mediation Conciliation Service (FMCS) to obtain a standard panel list of seven (7) Ohio resident arbitrators or in lieu of utilizing the FMCS, the parties may mutually agree to utilizing the American Arbitration Association (AAA) requesting a standard list of Ohio resident arbitrators from AAA. The parties shall alternately strike names from the panel list in arriving at designating an arbitrator and shall be subject to the rules of the Association. In the alternative, the parties may mutually agree to designate an arbitrator.~~

- B. The arbitrator selected shall have no authority to add to, subtract from, or in any way modify any provision of this Agreement.
- C. Any fees and expenses of the arbitrator shall be borne equally by the parties.

23.05 Time Limitations

- A. To be considered valid, a grievance must be filed, in writing, within ten (10) working days of the occurrence of the alleged violation of this Agreement. A grievance that is not timely filed or timely processed by the Union at each Step shall be considered void.
- B. If a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally timely filed, the parties may, by mutual written agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual or written agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

23.06 The FOP (in its capacity as exclusive representative of the employees covered by this Agreement) or the FOP negotiating committee shall have final authority to withdraw or terminate the processing of a grievance, at any step, should the FOP or the FOP negotiating committee determine that the grievance lacks merit or justification, or that it has been settled or adjusted in a fair and equitable manner consistent with the terms of this Agreement, and in the interest of the continuing relationship of the parties.

23.07 The grievance procedure set forth in this article shall be the sole and exclusive method for resolving matters that constitute grievances under this Agreement. Any decisions, results or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive and binding upon the City, FOP and the employees.

23.08 The grievance committee shall consist of bargaining unit members designated by the FOP. For any discipline or grievance involving union representation, union representatives shall represent members of their bargaining unit

ARTICLE 24 TRAINING

24.01 When an employee is assigned to one (1) or more full days of training as an instructor or student, such assignment shall be considered as a change of schedule and the duty day shall start and be credited in the same manner as a regularly scheduled shift change.

24.02 When an employee is assigned one (1) or more full days of training, such days shall be credited as training days and employees will be relieved of working their regularly assigned

duties. Further, when an employee is assigned to one (1) or more days of training and is scheduled to work the third shift on the day previous to the training day, that employee shall be assigned such previous day as a regular day off to be credited against the employee's total accumulation for the year and made up as is mutually agreeable with the employee's supervisor.

24.03 At the employee's option, the employee may elect to do any of the following, provided the employee has necessary accumulated time or days to their credit to allow same:

- A. Take the preceding day as a vacation/holiday (8 or 12 hours), or
- B. Take the preceding day as an overtime granted day (8 or 12 hours), or
- C. Be marked as a training day for the preceding day, working the third shift on the last training day while being credited only with time actually worked on such third shift. The third option would be available only when all training is completed within the time the employee is on the third shift.

24.04 Employees shall not be required nor permitted to work more than twelve (12) consecutive hours as a result of scheduled training, except upon direct order or permission of the Chief of Police or, in the event of an emergency, any superior officer.

24.05 A training day will be comprised of a minimum of eight (8) hours for officers scheduled on a twelve (12) hour shift. A training day will be comprised of a minimum of five (5) hours for officers scheduled on an eight (8) hour shift.

24.06 When an employee is assigned to training and such assignment conflicts with the employee's scheduled time off, the employee may, at the employee's option, reschedule such time off as is mutually agreeable with the employee's shift and division commanders. For employees assigned training, the City may adjust the employee's work schedule and days off to meet departmental needs.

24.07 All employees of the Division of Police attending training and/or schooling shall receive compensation and assignments in accordance with the provisions set forth in Article 7 of this Agreement and the rules and regulations of the Division of Police.

24.08 Tuition Reimbursement

- A. Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Chief of Police. The City shall reimburse such employee the full tuition expense provided the employee receives a grade of "C" or the equivalent at the completion of each course. If the employee leaves the Division of Police within four (4) years of such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from their final payout or make full reimbursement to the City.

ARTICLE 25 BULLETIN BOARDS

25.01 The City shall furnish two (2) bulletin boards to be used by the members of the FOP.

- A. Such bulletin boards shall be used only for posting notices bearing the written approval of the FOP and shall be solely for FOP business, recreational and social activities.
- B. There shall be no notices or other writings posted which contain anything political, controversial or critical of the City or any other institution, or any employee or other persons.

ARTICLE 26 CORRECTIVE ACTION

26.01 Disciplinary action taken by the City for a non-probationary employee shall only be for just cause. Disciplinary action taken against a probationary employee shall not be appealable through the grievance procedure addressed in this agreement.

26.02 A non-probationary employee shall be provided, in cases requiring a pre-disciplinary conference, i.e. suspension, demotion or dismissal, a written notice of the charges and the reason(s) for disciplinary action(s) to be taken. The City shall provide the employee with notice of a pre-disciplinary conference at least seventy-two (72) hours prior to convening the pre-disciplinary conference for any discipline that may result in suspension, demotion, dismissal or termination of employment. The employer shall provide the employee with a copy of all evidence used in determining charges upon serving the employee with written notice.

26.03 Forms of discipline shall be:

- A. Verbal warning;
- B. Written reprimand;
- C. Suspension (employee may by mutual consent, use accrued holiday leave, accrued vacation leave, or accrued overtime in lieu of serving an unpaid suspension. Consent to use of such accrued paid leave shall not be unreasonably denied);
- D. Demotion and;
- E. Dismissal or termination of employment.

ARTICLE 27 SERVICE WEAPON

Upon retirement, any employee may purchase their service weapon from the City for \$50.00, provided that said retirement is not a disability retirement associated with a psychological disability, and employees will be given their badge upon retirement.

ARTICLE 28 SICK TIME

28.01 All full-time members of the Division of Police shall be entitled to earn sick time at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick time to ~~twelve hundred (1200)~~ two thousand (2,000) hours. Sick time may be utilized on account of illness or injury of the employee or employee's immediate family member requiring the employee's absence. Sick time may also be utilized to care for a pregnant spouse and/or a newborn child.

28.02 When an employee is unable to report for duty because of illness or injury, the employee must call and advise the Duty Officer-in-Charge. If the employee is injured or sick from work for more than five (5) consecutive days if on an eight (8) hour work schedule or three (3) consecutive work days if on a twelve (12) hour work schedule, or incurs an injury to the back, or has surgery of any kind, or is advised to have surgery, the employee must have their physician complete the Attending Physician Statement or attach a statement from their physician to the certificate that indicates that the employee is able to return to regularly assigned duties. Prior to being assigned to duty, this document shall be submitted to the Department of Human Resources in order that the City may determine if a physical is required.

28.03 Whenever an employee is absent due to illness or injury, that employee must secure permission from the Duty Officer-in-Charge before leaving the employee's home. This requirement is waived if the Chief receives notification through Human Resources that the employee will be off work for an extended period of time due to illness or injury. The notification shall include an approximate date for return to duty.

28.04 An employee who is absent due to illness or injury shall not be permitted to engage in any other outside employment during the period of their absence, nor may the employee return to such outside employment until the employee is assigned to duty. The Chief of the Division of Police shall take such steps as deemed necessary to prevent the improper taking of sick time.

28.05 No employee shall be charged for sick time or time off against the employee's accumulated sick time bank for any time taken as a result of an injury or illness incurred while in the lawful performance of their duties, including approved off duty police related jobs within the City of Lakewood for up to a maximum period of two (2) years for each incident of work-related injury resulting from an attempt by another to cause serious physical harm or death to an employee. Any other injury or illness incurred while in the lawful performance of their duties, including approved off duty police related jobs within the City of Lakewood for up to a maximum period of eighteen (18) months for each incident of work-related injury. An employee may request from the City an extension of up to an additional six (6) months, which will be considered on a case-by-case basis, but any such work-related injury leave shall not exceed two years for each incident of work-related injury. However, the City has the right to review the employee's physical and mental status at any time during the employee's absence in order to determine the employee's ability to return to work. If authorized by proper medical authority, the City shall have the right to call the employee to work to perform other light duties. Should it be determined by proper medical authority that the employee has reached maximum medical

improvement (MMI) and will not be able to return to normal duties, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine whose decision regarding the ability to perform police work shall be final and binding on both parties. For purposes of the section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. Claims denied by the Bureau of Workers' Compensation (BWC) shall not be eligible for coverage under this section. Any payment made prior to such determination by the BWC shall be deducted from the employee's accumulated sick time first.

28.06 When an employee retires, resigns or dies, either through service or disability, the employee or the employee's estate shall be compensated in cash based upon the daily earning rate at the time of the employee's retirement, resignation or death, for one-quarter (1/4) of the employee's unused sick time hours.

28.07 Employees who have accumulated more than nine-hundred sixty (960) hours of sick time may convert, on a three-to-one basis, all hours accumulated over nine-hundred sixty (960) hours into a lump sum cash payment at the end of each calendar year, not to exceed one hundred fifty (150) hours per year. ~~payment~~ Payment will be made in January of each year and will be included in the employee's regular paycheck. The ability to accumulate ~~twelve hundred (1200)~~ two thousand (2,000) hours of sick time shall in no way alter the basis of this conversion provision. The ability to convert any sick time hours over nine hundred sixty (960) shall remain unchanged.

28.08 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of the employee's acquired sick time, they may apply for donations of time according to the Sick Time Donation policy leave. If the employee does not receive donations adequate to cover the sick time needed, the Mayor may grant further sick leave, up to a total of ninety (90) days, in addition to the sick leave acquired as herein provided.

28.09 Any abuse or patterned use of sick leave/sick time shall be just and sufficient cause for disciplinary action.

28.10 Employees must apply for FMLA after three (3) days of consecutive non-work related or work-related illness or injury, being hospitalized overnight or when a serious medical condition as defined by the FMLA law and regulations causes intermittent time off. Except as set forth in §28.05, employees must utilize their sick time and other paid time off during FMLA leave.

ARTICLE 29 LABOR/MANAGEMENT

29.01 A Labor/Management Committee consisting of the Mayor of Lakewood, or a designated representative, and the Lakewood Chief of Police, or a designated representative, and representatives of the FOP shall meet at least once every three (3) months for the purpose of discussing and attempting to resolve any mutual work-related problems.

Any members of the Labor/Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting and both the City and FOP shall make every effort to implement the unanimous decisions of the committee.

29.02 The Labor/Management Committee may, by unanimous agreement of all members, re-examine any non-economic provision of a valid labor agreement.

29.03 When the City anticipates the purchase of new or the replacement of current equipment for use by individual police personnel; e.g., squad cars, radio communication equipment, weaponry, they shall, to the extent practicable, notify the Labor/Management Committee at the next regularly scheduled meeting, prior to actual purchase or replacement. The Labor/Management Committee will only exercise advisory functions in relation to such purchases or replacements, and the final authority for such decisions shall remain with the City.

29.04 The City and Union agree to maintain the highest quality replacement and maintenance program possible given available resources, and mutually develop an ongoing maintenance program beneficial to both parties.

ARTICLE 30 LEGALITY

30.01 It is the intent of the City and the FOP that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE 31 PERFECT ATTENDANCE

31.01 All full-time, permanent, sworn employees covered under this contract who complete a quarter (1/4) of a year with perfect attendance (January 1 to March 31; April 1 to June 30, July 1 to September 30; October 1 to December 31), with no time absent for any reason whatsoever, shall be entitled to receive a bonus equal to twelve (12) hours pay at the employee's current rate of salary for each quarter in which no absence is recorded. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, union leave and time off as a result of injury or illness sustained while employees were responding to calls for service, self-initiated law enforcement activities or other activities unique to law enforcement, shall not be counted as days absent. Payments to be made in January, April, July and October of each year.

31.02 All full-time, permanent, sworn employees covered under this contract who complete one (1) year (January 1 to December 31) with no days absent for any reason whatsoever, shall be entitled to an additional eight (8) personal hours off during the following year.

ARTICLE 32 DURATION

This Agreement represents an understanding between the City and the FOP, and it shall be effective as of January 1, ~~2023~~2026, and remain in full force and effect until December 31, ~~2025~~2028.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, ~~2022~~2025.

For the Western Cuyahoga Lodge No. 25,
Fraternal Order of Police,
Lakewood Division:

For the City of Lakewood:

~~Ron C. Bunner~~Justin Jameson, Investigator
George, Mayor

Meghan F.

~~Heather D. Herpka~~Kevin Kohuth, Investigator
Fischer, Police Chief

~~Kevin Kaucheek~~Kevin

Claudia M. Dillinger, HR Director

FOP COUNSEL:

APPROVED AS TO LEGAL
CORRECTNESS AND FORM

Chuck Aliff, Chief FOP/OLC Staff Representative

Jennifer L. Swallow, Assistant Law Director

APPENDIX A WAGES

	2023		2024		2025	
	3%		3%		3%	
	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate
Patrolman Grade III	-	-	-	-	-	-

1st Year	\$65,682.83	\$31.58	\$67,653.32	\$32.53	\$69,682.92	\$33.51
2nd Year	\$69,139.82	\$33.24	\$71,214.02	\$34.24	\$73,350.45	\$35.27
Patrolman Grade III	-	-	-	-	-	-
1st Year	\$72,593.01	\$34.90	\$74,770.81	\$35.95	\$77,013.94	\$37.03
2nd Year	\$76,050.01	\$36.57	\$78,331.52	\$37.67	\$80,681.47	\$38.81
Patrolman Grade I	\$80,947.57	\$38.92	\$83,376.00	\$40.09	\$85,877.28	\$41.30
FTO/Special Operations	\$83,376.00	\$40.08	\$85,877.28	\$41.29	\$88,453.60	\$42.53

Reserve	3% Above Current Rate of Pay	3% Above Current Rate of Pay	3% Above Current Rate of Pay
----------------	-------------------------------------	-------------------------------------	-------------------------------------

Safety Education Officer / Patrolman (20 years of service)	\$83,376.00	\$40.08	\$85,877.28	\$41.29	\$88,453.60	\$42.53
Investigator	\$85,804.42	\$41.26	\$88,378.56	\$42.50	\$91,029.92	\$43.78

	2026		2027		2028	
	3.00%	Hourly	3.00%	Hourly	4.00%	Hourly
<u>Police Officer III 1st Year</u>	<u>73,921.13</u>	<u>35.54</u>	<u>76,138.76</u>	<u>36.61</u>	<u>79,184.31</u>	<u>38.07</u>
<u>Police Officer III 2nd Year</u>	<u>77,818.01</u>	<u>37.41</u>	<u>80,152.55</u>	<u>38.53</u>	<u>83,358.65</u>	<u>40.08</u>
<u>Police Officer II 1st Year</u>	<u>81,710.58</u>	<u>39.28</u>	<u>84,161.90</u>	<u>40.46</u>	<u>87,528.38</u>	<u>42.08</u>
<u>Police Officer II 2nd Year</u>	<u>85,607.45</u>	<u>41.16</u>	<u>88,175.67</u>	<u>42.39</u>	<u>91,702.70</u>	<u>44.09</u>
<u>Police Officer I</u>	<u>91,131.60</u>	<u>43.81</u>	<u>93,865.55</u>	<u>45.13</u>	<u>97,620.17</u>	<u>46.93</u>
<u>FTO/Special Operations</u>	<u>93,865.55</u>	<u>45.13</u>	<u>96,681.52</u>	<u>46.48</u>	<u>100,548.78</u>	<u>48.34</u>
<u>Reserve Officer</u>	<u>3% over current rate of pay</u>		<u>3% over current rate of pay</u>		<u>3% over current rate of pay</u>	
<u>Patrol Officer 20 years</u>	<u>93,865.55</u>	<u>45.13</u>	<u>96,681.52</u>	<u>46.48</u>	<u>100,548.78</u>	<u>48.34</u>
<u>Safety Education Officer</u>	<u>93,865.55</u>	<u>45.13</u>	<u>96,681.52</u>	<u>46.48</u>	<u>100,548.78</u>	<u>48.34</u>
<u>Detective/Investigator</u>	<u>96,599.50</u>	<u>46.44</u>	<u>99,497.48</u>	<u>47.84</u>	<u>103,477.38</u>	<u>49.75</u>

Detective/Investigator 20
years

99,333.44

47.76

102,313.45

49.19

106,405.99

51.16

APPENDIX B ME TOO

The City and Patrol Unit agree that should any other bargaining unit receive a total cost of living percentage increase to base wages only that is greater than ten (10) ~~nine (9)~~ percent over the duration of the contract through fact finding or arbitration, the Patrol Unit shall automatically receive the additional increase.

EXHIBIT B

AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD

AND

WESTERN CUYAHOGA LODGE NO. 25

FRATERNAL ORDER OF POLICE

LAKEWOOD SUPERVISORS DIVISION

JANUARY 1, 2026 – DECEMBER 31, 2028

TABLE OF CONTENTS

(To be updated upon acceptance of final draft form)

AGREEMENT	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 NON-DISCRIMINATION	1
ARTICLE 3 CHECK-OFF	1
ARTICLE 4 MANAGEMENT RIGHTS	2
ARTICLE 5 NO STRIKE/NO LOCK-OUT	2
ARTICLE 6 WORKWEEK/SCHEDULED HOURS	3
ARTICLE 7 OVERTIME.....	3
ARTICLE 8 SENIORITY	6
ARTICLE 9 WAGES	8
ARTICLE 10 DIFFERENTIAL.....	8
ARTICLE 11 ASSIGNMENTS	8
ARTICLE 12 LONGEVITY PAY	9
ARTICLE 13 HOLIDAYS.....	10
ARTICLE 14 VACATIONS.....	10
ARTICLE 15 SPECIAL LEAVES	12
ARTICLE 16 HEALTH INSURANCE	13
ARTICLE 17 LIABILITY INSURANCE	13
ARTICLE 18 LIFE INSURANCE.....	14
ARTICLE 19 CLOTHING MAINTENANCE	14
ARTICLE 20 INVESTIGATIONS	15
ARTICLE 21 PERSONNEL FILES	16
ARTICLE 22 FOP MEETINGS	17
ARTICLE 23 GRIEVANCE PROCEDURE	17
ARTICLE 24 TRAINING.....	19
ARTICLE 25 BULLETIN BOARDS	21
ARTICLE 26 (Reserved.)	21
ARTICLE 27 SERVICE WEAPON	21
ARTICLE 28 SICK TIME	21
ARTICLE 29 LABOR/MANAGEMENT	23
ARTICLE 30 LEGALITY	24
ARTICLE 31 PERFECT ATTENDANCE.....	24
ARTICLE 32 DURATION	24
APPENDIX A WAGES.....	26
APPENDIX B ME TOO.....	26

AGREEMENT

This Agreement is entered into between the City of Lakewood, Ohio, hereinafter referred to as the "City," and Western Cuyahoga Lodge No. 25, Fraternal Order of Police, Lakewood Division, herein after referred to as the "FOP."

The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through representation, in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 1 RECOGNITION

The Administration recognizes the FOP as the sole and exclusive bargaining representative for a unit comprised of all full-time, sworn law enforcement personnel, Sergeant through Captain, but excluding the Chief of Police, in the City of Lakewood, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions of employment.

ARTICLE 2 NON-DISCRIMINATION

Both the City and the FOP recognize their respective responsibilities under the Federal and State Civil Rights Law, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both the City and the FOP hereby affirm their commitments, legal and moral, not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The FOP shall share equally, with the City, the responsibility for applying this provision of the Agreement.

ARTICLE 3 CHECK-OFF

3.01 The City will deduct, on a monthly basis, dues from the pay of employees covered by this Agreement, upon receipt from the FOP of individually, written authorization cards voluntarily executed by an employee for that purpose, and bearing the employee's signature, provided that any employee shall have the right to revoke such authorization, pursuant to the provisions of Section 4117 of the Ohio Revised Code.

3.02 (Reserved)

3.03 Deductions under this article shall be made during the first pay period of each month, but if the employee's pay for that period is insufficient to cover FOP dues, the City will make a deduction from the pay earned during the next period or a subsequent period.

3.04 All deductions under this article, accompanied by a list of all employees for whom deductions have been made, shall be transmitted to the FOP no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and, upon receipt, the FOP shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: determine matters of inherent managerial rights, which include but are not limited to, areas of discretion or policy, such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; suspend, discipline, or discharge for just cause, or layoff, transfer (including the assignment and allocation of work) within the division, assign, schedule, promote or retain employees; determine the adequacy of and direct the work force; determine the overall mission of the City as a unit of government; effectively manage and direct the work force and operations; take actions to carry out the mission of the City as a governmental unit; control the premises and facilities, and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the number of shifts required to work schedules; establish, modify, consolidate or abolish jobs (or classifications); determine the manner in which the work is to be processed; determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

4.02 The foregoing is subject to the restrictions and regulations governing the exercise of these rights as they are expressly provided herein.

ARTICLE 5 NO STRIKE/NO LOCK-OUT

5.01 The FOP shall not, directly or indirectly, call, sanction, encourage, finance and/or assist, in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, picketing or interference whatsoever of any function of the City for the duration of this Agreement. Furthermore, no employee shall instigate or participate in any significant change in law enforcement procedures not directly authorized by the Chief of Police and the Director of Public Safety, and all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 Violation of Section 5.01 of this article may be proper cause for disciplinary action up to and including discharge.

5.03 The FOP shall, at all times, cooperate with the City in maintaining the normal operations in a normal manner and shall actively discourage and attempt to prevent or terminate any violations of Section 5.01 hereof. In the event any violations of Section 5.01 of this article occurs, the FOP shall immediately notify all employees that said violation is prohibited and is not sanctioned or approved by the FOP. Furthermore, the FOP shall also immediately advise all employees to return to work at once.

5.04 The City shall not lock out any employee for the duration of this Agreement.

ARTICLE 6 WORKWEEK/SCHEDULED HOURS

6.01 For the purpose of this Agreement, a workday for employees, with the exception of change-over, training assignment, unit shift, or pre-scheduled overlapping, in part or whole shifts, shall consist of eight (8) regularly scheduled, consecutive hours during a twenty four (24) hour period of time for officers scheduled for eight (8) hour shifts and twelve (12) regularly scheduled, consecutive hours during a twenty four (24) hour period of time for officers scheduled for twelve (12) hour shifts. A twenty-four (24) hour period commences at the beginning of a regularly scheduled shift. Furthermore, the normal workweek for full-time police officers scheduled for eight (8) hour shifts shall consist of forty (40) regular scheduled hours. The normal two-week work period for full-time police officers scheduled for twelve (12) hour shift shall consist of eighty (80) regularly scheduled hours.

6.02 A workday for those personnel assigned to training as students or instructors shall consist of eight (8) regularly scheduled hours during a twenty-four (24) hour period of time.

6.03 Compensation for regularly scheduled twelve (12) hour days shall be at a straight time rate of pay.

6.04 Employees of each bargaining unit within the same grade may, at their request and subject to approval of their division commander and the Chief of Police, trade scheduled work periods for the purpose of participating in a degree program at an accredited college or university, or for participation in training related to their current duties. Such requests shall be submitted in a timely manner, through channels, only after the employee has exhausted all other alternatives. No employee shall be a participant in such trades in excess of four (4) times within any calendar month or twelve (12) times within any calendar year.

6.05 Current practice of trading days shall be maintained.

6.06 Employees shall work the following number of hours in a calendar year based on the following formula: Total number of days in the calendar year, subtract the number of Saturdays and Sundays in that calendar year, multiplied by eight (8) hours.

UPDATE CHART

2026	365 Days – 104 Saturdays and Sundays x 8 hours = 2088 hours
2027	365 Days – 104 Saturdays and Sundays x 8 hours = 2088 hours
2028	366 Days – 106 Saturdays and Sundays x 8 hours = 2080 hours

All new bargaining unit employees must sign up for direct deposit upon hire.

ARTICLE 7 OVERTIME

7.01 All overtime must be approved by the Chief of Police, or a designated representative, and all assigned overtime will be compensated for as provided in this Agreement.

7.02 Any hours of duty in excess of eight (8) hours for officers working an eight (8) hour shift or twelve (12) hours for officers working a twelve (12) hour shift within an employee's regularly scheduled workday shall be compensated at the following rates:

- A. Time and one-half (1-1/2) for all hours on duty in excess eight (8) hours or twelve (12) hours for officers working an eight (8) hour shift or twelve (12) hour shift respectively.
- B. Double time for all hours on duty in excess of twelve (12) hours or sixteen (16) hours for officers working an eight (8) hour shift or twelve (12) hour shift respectively.
- C. Double time for all hours on duty in excess of eight (8) or twelve (12) for officers working an eight (8) hour shift or twelve (12) hour shift on the following holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Martin Luther King	President's Day
Veteran's Day	Good Friday
Juneteenth	Easter

- D. Any employee scheduled off on any of the above listed twelve (12) holidays, who is compelled to work, shall be compensated at the rate of double time.
- E. Any employee who is compelled to perform official overtime duty during scheduled vacation shall be compensated at the rate of double time in accordance with the provisions of this article.

7.03 Employees required to work on the following days shall be paid at time and one-half (1-1/2) for all hours actually worked on the holiday itself:

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

7.04 All official court overtime duty ordered by the Director of Public Safety, a superior officer of the Division of Police, the Director of Law or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court, or in response to a subpoena or similar writ commanding appearance in a criminal, quasi-criminal or civil case arising out of an incident while on duty as an employee of the Lakewood Division of Police, shall be compensated at the rate of time and one-half (1-1/2), unless previously notified as in Section 7.05, and any employee who is compelled to perform such official overtime duty at a time not abutting the beginning or end of his regularly scheduled workday, shall receive payment for a minimum of three (3) hours worked, or actual time worked, whichever is the greater.

- A. An employee who is compelled to report in person to a court for trial or to a prosecutor immediately before a trial within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift, shall be compensated for all time between completion of duty and completion of court related overtime, or a minimum of three (3) hours, whichever is greater.

7.05 When an employee is ordered to report for duty, other than court, by the Director of Public Safety, Chief of Police or superior officer, and the time does not abut the beginning or end of the employee's regularly scheduled workday, the employee shall receive compensation for three (3) hours of overtime, or actual time worked, whichever is greater, computed at time and one-half (1-1/2), unless previously notified not to report for duty. Previously notified shall mean personally notified, or a message delivered to a responsible person by telephone, or direct contact at the employee's residence, or by leaving a voicemail message by 6:00 p.m. on the day before the time directed to report for court and twenty-four (24) hours' notice before reporting for duty.

- A. An employee who is compelled to report in person for duty within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift shall be compensated for all time between completion of duty or a minimum of three (3) hours, whichever is greater.

7.06 Any employee who makes an off-duty felony arrest or an arrest for any offense of violence, offense of theft, sex offense or executes an arrest warrant or provides life-saving treatment in accordance with department training shall receive credit or payment for four (4) hours of work or the actual amount of hours required, whichever is greater, computed at time and one-half (1-1/2). Off duty arrests shall not include an arrest made while privately employed in a law enforcement capacity. Overtime shall be granted only for misdemeanor arrests specified above.

7.07 For the purpose of overtime accumulation, the following schedule shall be applied: An employee shall start each year (January) with no more than one hundred (100) hours in their overtime bank. Payment for hours in excess of one hundred (100) hours shall be received in January of the following year.

7.08 Employees may indicate their desire for an overtime withdrawal on the Leave Bank Payout form in Precinct Manager at any time during the year. On the form the employee must select 'Overtime Granted' Leave Bank. Payment for the overtime withdrawal shall be made in the officer's payroll check, at his or her current salary rate, for the pay period in which the Leave Bank payout form was submitted and approved.

7.09 A copy of that request will be recorded in the employee's Precinct Manager account for future reference.

7.10 Any employee detailed or assigned to attend a job-related school, seminar or training session outside Cuyahoga County or contiguous counties, except probationary employees attending mandatory courses, shall be considered on duty during actual travel time and be compensated accordingly to include travel allowance and reimbursement for meals, in accordance with established policy of the City.

7.11 Any employee, at the time of retirement, shall receive all terminal leave benefits, including accrued overtime, unused vacation time, unused holiday time, accrued longevity, accrued uniform allowance, and any other unused compensatory time, in one (1) lump sum payment. If an employee dies while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid in a lump sum to the surviving spouse or designated beneficiary, if any, and if there is no surviving spouse or designated beneficiary, then to the estate of the deceased employee. Nothing in this section shall be construed to supersede or control policies and procedures of the Ohio Police and Fire Pension Fund, as established and operating, pursuant to the Ohio Revised Code, Chapter 742.

7.12 Two (2) hours at straight time shall be authorized for volunteer blood donors.

7.13 Any day (excluding Independence Day) designated as a Restricted Day by the City, in which the Chief or designee directs that any particular patrol shift be restricted from permitting officers to take leave due to a planned or known event occurring within the City shall result in premium pay of one and one-half (1 ½) times the regular rate of pay provided to all officers who are regularly assigned to the shift and are working the shift during the restricted hour(s). The Employer shall provide reasonable advance notice of any designated Restricted Day.

ARTICLE 8 SENIORITY

8.01 For the purpose of calculating seniority for layoff, the date of an employee's service shall be counted from the employee's latest date of hire or promotion. Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged for just cause.
- C. Is laid off for a period of more than thirty-six (36) consecutive months.

- D. Is absent without leave for three (3) or more working days without notifying the Chief or designee.
- E. Fails to reply to a recall.

8.02 If, as a result of economic considerations, the City decides to reduce its forces, employees covered by this agreement shall be laid off in the following manner, with the least senior employee laid off first:

- A. Students.
- B. Temporary and seasonal employees.
- C. Part-time employees.
- D. Employees who have not completed the initial probationary period.
- E. Employees who have completed their initial probationary period.
 - 1. In the event the seniority of two (2) or more employees is equal, the employees shall be laid off according to their initial test scores, pursuant to Civil Service Rules.
 - 2. Should the City eliminate any department positions for any reason, seniority shall prevail as set forth above to allow the least senior employee, by rank, to bump down into the next lower rank, so long as the employee's seniority permits and so long as the senior employee is qualified to fill the position. For purposes of §8.02, employees shall not receive seniority credit for time served with another employer.
 - 3. Employees shall be recalled in the reverse order of their layoff. An employee on layoff, upon receipt of actual notification, will be given ten (10) calendar days' notice of recall from the date on which the City sends the recall notice to the employee, by certified mail, to the employee's last known address, as shown on the City's records. It is the employee's responsibility to notify the City of a change of address. The City will maintain a list of those employees who are laid off for a period of three (3) years. During this period of three (3) years, new bargaining unit employees shall not be hired until all qualified employees on layoff status, desiring to work, have been recalled.

8.03 Selection of initial vacation preference shall be made on the basis of seniority within any particular rank of the Division of Police, as specified within the Department Work Rules.

8.04 All employees promoted to a higher rank are required to serve a probationary period of one (1) year. During this period, the City shall have the sole discretion to demote such employee to

their previous rank without the employee having any recourse to the grievance procedure or to any Civil Service appeal.

8.05 If an employee is off work due to illness or injury in excess of ten (10) days during the probationary period, the probationary period is automatically extended by the number of days off.

8.06 Years of service, for purposes of promotion, shall be defined as years of service only with the Lakewood Division of Police.

ARTICLE 9 WAGES

9.01 A. Sergeants – Twenty percent (20%) base pay above Patrol Officer Grade I.

B. Lieutenants – Eleven percent (11%) base pay above Sergeants.

C. Captains – Eleven percent (11%) base pay above Lieutenants.

9.02 For wage rate breakdown see Appendix A.

9.03 Proficiency Pay

The City will provide a stipend of \$2,400.00 to all full time employees of the Lakewood Division of Police for firearms and body-worn camera proficiencies paid in the first pay of each year of the Agreement.

9.04 Leads Training

The City will provide an additional hourly payment for LEADS proficiency of \$1.00/per hour.

ARTICLE 10 DIFFERENTIAL

10.01 Special Operations

A. All employees assigned to a position of Special Operations Unit shall be paid an additional three (3) percent above current rank.

ARTICLE 11 ASSIGNMENTS

11.01 Temporary Assignment

A. Sergeants who work as Officer In Charge (OIC) and officers who are assigned by the Chief to perform the duties of a next higher rank (Special Operations, Lieutenant, Captain, Chief) will receive the higher pay for the job the employee is filling.

11.02 Job Posting

A. The Chief of Police shall announce, through roll call and by posting on at least two (2) departmental bulletin boards, any pending vacancy at least seven (7) days prior to filling such vacancy. Any employee of the Lakewood Division of Police may request consideration for such assignment by applying within the time period, through channels, to the Chief of Police. The Chief of Police shall sign a receipt for such request and return a duplicate copy to the applicant. Originals shall be receipted and placed in the applicant's personnel file.

B. The Chief of Police shall be guided in decisions concerning assignment of employee members by the diligence, efficiency, interest, ability, training and other qualities of the individual employee as reflected in their personnel file.

11.03 The City agrees, to the extent possible, that work rules will be reduced to writing and provided to all employees in advance of or simultaneously with their enforcement. The City further agrees to provide the FOP Chairman copies of revised or new work rules and general orders in advance of or simultaneously with their enforcement.

ARTICLE 12 LONGEVITY PAY

12.01 All full-time employees of the Lakewood Division of Police shall be paid, in addition to their compensation, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year, computed in accordance with the following semi-annual rate schedule:

5 Years	\$250.00	16 Years	\$800.00
6 Years	\$300.00	17 Years	\$850.00
7 Years	\$350.00	18 Years	\$900.00
8 Years	\$400.00	19 Years	\$950.00
9 Years	\$450.00	20 Years	\$1000.00
10 Years	\$500.00	21 Years	\$1050.00
11 Years	\$550.00	22 Years	\$1100.00
12 Years	\$600.00	23 Years	\$1,150.00
13 Years	\$650.00	24 Years	\$1200.00
14 Years	\$700.00	25 Years and Over	\$1250.00
15 Years	\$750.00		

12.02 Longevity payments shall be provided in two (2) equal payments in June and December of each year and will be included in the employee's regular paycheck.

12.03 An employee who terminates their employment on a date which falls between determination dates, as set forth in the above section, shall receive a portion of longevity compensation, to which the employee is entitled, on a pro-rated basis up to the date of termination.

ARTICLE 13 HOLIDAYS

13.01 All employees shall receive the following holiday hours (128):

Holiday hours	96
Employee birthday hours	8
Employee personal hours	24

- | | |
|-----------------------------|-------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Good Friday | Christmas |
| Memorial Day | Employee’s Birthday |
| Independence Day | Three (3) Personal Days |
| Juneteenth | Easter |

13.02 Any employee covered by this Agreement may convert their holidays to holiday hours to be used during the calendar year. Any unused holiday hours may be cashed in at the end of the year and will be included in the employee’s regular paycheck in January of the following year. The personal day earned, pursuant to Article 31, Section 31.02, may be converted to holiday hours and cashed in at the end of the year.

ARTICLE 14 VACATIONS

14.01 All full-time employees who have completed one (1) or more years of service shall earn vacation hours according to the following schedule:

<u>Years of Service</u>	<u>Vacation Hours</u>
1	120
7	200
13	250
19	300

14.02 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year. Vacation time shall be provided on January first of each year and shall be prorated for employees during their first year of employment.

14.03 A vacation week, including all pre-selected holiday weeks, shall be seven (7) consecutive days off, plus all abutting RDO’s.

14.04 All vacation time shall be paid at an employee's regular salary rate in effect at the time the vacation is taken.

14.05 If, due to scheduling, an employee's vacation cannot be taken in the year earned and is accumulated and taken in the next subsequent year, the rate of vacation pay shall be at the employee's rate of pay in effect during the year taken.

14.06 Vacation scheduling shall be on an equitable basis consistent with the operating requirements of the Lakewood Division of Police subject, at all times, to the approval of the Chief of Police. Vacation requests, once submitted, shall be decided upon without undue delay, not to exceed forty-eight (48) hours after any request submitted within thirty (30) days of the date requested off, this shall not prohibit approval outside of thirty (30) days. This shall not prohibit approval outside of the 30 days.

14.07 Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule which affects the employee's regular days off, said employee may, at their option, select another vacation period from among those vacation periods remaining and consistent with Section 14.06 above. An officer may change scheduled vacation to an open week with the following restrictions: The change is at least one (1) day in advance of the vacation time requested; the change must not interfere with manpower needs. Vacation changes will be considered on a first-come, first-served basis.

14.08 If an employee is injured in the line of duty and, as a result of said injury, is placed on sick leave during any scheduled vacation period, said employee shall be credited with those vacation days so affected and, upon return to full-time duty (i.e., working full-time hours), be permitted to reselect those vacation days in accordance with the terms of the Agreement.

14.09 Employees shall be permitted to accumulate a total of four hundred (400) working hours of vacation time. Vacation time acquired but not used in excess of four hundred (400) working hours shall be forfeited on December 31st of each year.

- A. All personnel will be required to use at least eighty (80) vacation hours in every year.
- B. Any hours in excess of the hours to which an employee is entitled may be placed into a bank for accumulation.

14.10 An employee who has notified the Chief of Police, in writing, of their date of retirement shall not be required to make a minimum vacation selection, as required in Section 14.09 above.

14.11 Effective January 1, 2026, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio, other state or political subdivision of that state, United States federal government or active duty military service with the U.S. military service components for the purposes of vacation hours earned. Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system.

14.12 Following the employee's selection of eighty (80) hours of vacation time, vacation time may be taken in one quarter (1/4) hour increments with the approval of the Shift Commander

ARTICLE 15 SPECIAL LEAVES

15.01 If a death occurs among members of the employee's family (spouse, person living as spouse, parent of minor child(ren), son, daughter, stepchild, mother, father, stepparent or person acting in loco parentis, brother, sister, father-in-law, mother-in-law), such employee shall be granted ten (10) days if on an eight (8) hour shift or seven (7) days if on a twelve (12) hour shift, of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based upon individual circumstances.

15.02 If a death occurs among members of the employee's family of son-in-law, daughter-in-law, grandfather, grandmother, grandson, granddaughter, brother and sister-in-law, grandparents-in-law, such employee member shall be granted five (5) days if on an eight (8) hour shift or three (3) days if on a twelve (12) hour shift, of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based upon individual circumstances.

15.03 If a death occurs to an aunt, or uncle, niece or nephew such employee member shall be granted two (2) days of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time. Employees will complete the appropriate form in Precinct Manager.

15.04 Jury Duty

Employee members, while serving upon a jury in any court of record, shall be paid at their regular salary rate for each of their workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the employee/juror shall be retained by the employee. Employees will complete the appropriate form in Precinct Manager.

15.05 Military Leave

Employee members shall be granted leaves of absence for military duty in accordance with state and federal laws and local ordinances.

15.06 Leaves of absence without pay or other fringe benefits may be granted by the City at its discretion.

15.07 Paid Parental Leave

Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

ARTICLE 16 HEALTH INSURANCE

16.01 The City agrees to provide for full-time employees and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans; a PPO and HDHP option selected by the City. Prior to changing health care delivery systems, the City will meet and confer with the FOP. . The PPO plan shall be a 90/10 coinsurance cost share, unless unanimously decided to be changed by the Healthcare Committee.

16.02 The PPO plan offered by the City shall have an employee monthly contribution rate for single coverage not to exceed twelve percent (12%) of the COBRA rate in 2026 and an employee monthly contribution for family coverage not to exceed eleven percent (11%) of the COBRA rate in 2026, and not exceed twelve percent (12%) of the COBRA rate in 2027 and 2028.

Changes to the plans, as approved by the Insurance Committee, shall be appended annually to this Agreement.

16.03 Newly hired employees shall have the option to purchase their selected health care plan at current COBRA rates. The health care plan selected shall become effective on the first day of the month following their date of hire.

16.04 The employer shall establish an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units and a minimum of one (1) representative of the employer. The Insurance Committee represented by between one and three employees from each of the city's seven bargaining units and at least one representative of management formed in a prior collective bargaining agreement, shall continue through the duration of this agreement. The employer shall and the members of the committee may provide advisors or facilitators to assist the committee regarding health care issues. The committee will meet as often as necessary to complete its work, with a target of at least one meeting per quarter.

The purpose of the Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of reducing costs for both the city and the employees. An additional goal of the committee is to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employees shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee. If the committee unanimously approves such proposed new or revised plan or plans, then the employer is authorized to implement such plan or plans at the next annual open enrollment period.

ARTICLE 17 LIABILITY INSURANCE

17.01 The City shall provide liability insurance (which may be through an insurance carrier, a program of self-insurance or any combination thereof) for employees, including false arrest coverage for a Police Officer regarding occurrences arising out of the performance of the

employee's duties, and such coverage shall be in the minimum amount of \$1,000,000.00 per person/\$1,000,000.00 per incident/no aggregate for bodily injury, property damage and personal injury. The FOP shall be provided copies of such current policies and coverage.

17.02 Subject to the limits of the policy, insurance coverage shall be provided to each employee of the Division of Police operating City owned vehicles to protect the employee fully against any and all claims arising out of the authorized operation of said vehicle. This insurance must cover all claims for property damage and personal injury and shall be the sole responsibility of the City to provide and maintain.

ARTICLE 18 LIFE INSURANCE

18.01 The City will purchase a life insurance policy, which will provide, subject to its terms, a death benefit of at least \$200,000 in the event a sworn Police Officer dies in the line of duty. The benefit shall be paid in one payment. The policy shall also provide for dismemberment coverage.

18.02 The City agrees to provide life and accidental death and dismemberment (AD&D) insurance coverage to each employee covered by this Agreement in the amount of 1.5 x the employee's annual salary up to \$180,000.

18.03 The FOP shall be provided copies of such current policies and coverage.

ARTICLE 19 CLOTHING MAINTENANCE

19.01 All employees shall receive an annual clothing maintenance of \$2,000, paid in installments in March and September. This maintenance allowance shall be pro-rated for new-hires and employees terminating employment with the City and will be included in the employee's regular paycheck.

19.02 When an employee is newly assigned to a non-uniformed, investigative position in excess of thirty-one (31) days, that employee shall receive a supplementary maintenance of \$400.00 one (1) time and will be included in the employee's regular paycheck. Supervisors, and officers newly promoted to supervisory status, will be provided a \$300.00 allowance for the purchase of a "Class A" uniform blouse coat. The allowance will be provided when the member submits documentation that the item has been ordered. The department may, with the agreement of the members, arrange for a group purchase of the new item. If the purchase is done in such manner, the department will handle the payment for the items directly with the vendor.

19.03 The cost of replacement and/or repair of uniform items damaged in the line of duty will be considered as a separate item outside any cash uniform allowance, but subject to the following conditions:

- A. Line-of-duty damage shall be reported immediately to the employee member's duty supervisor and a written report filed. The supervisor shall investigate the matter and file a report and recommendation concurring or not concurring that an item needs

replacement, and that it should or should not be considered as line-of-duty damage. Reports shall be forwarded for approval, through channels, to the Chief of Police.

- B. Employee members whose uniform items are damaged as the result of an action in which the person responsible is charged in the Lakewood Municipal Court shall advise the Court of the fact, in writing, and will include the amount of the damage. A complete notation under "Statement of Facts, etc.," on a citation or as part of a separate report shall satisfy this requirement. Department payment for repair and/or replacement shall not be predicated on the ability of the person responsible to pay such costs, the finding of the Court or timeliness of the trial.
- C. On approval of the Chief of Police, the employee member shall determine the supplier and cost involved and obtain a purchase order from the Chief's secretary. No purchase shall be made without a purchase order and no other item(s) beyond those approved shall be purchased on that order number.
- D. Should departmental payment be approved and the person responsible indicates a willingness and ability to pay such costs, the employee member involved shall make an immediate, direct, personal referral to the Commander, Division of Administration and Services, who shall accept payment in the name of the City of Lakewood, Division of Police. Employee members shall not accept direct payment from persons responsible for damage when replacement or repair costs have been approved as a departmental expenditure.
- E. No request for replacement or repair costs shall be considered for approval, nor shall consideration be given to validation of prior expense for necessary replacement costs as the result of an employee member's gross negligence, gross misconduct or violation of the rules and regulations of the department.

19.04 Personal items damaged or lost in the line-of-duty will be eligible for reimbursement from the petty cash account. Reimbursement from petty cash will be subject to the policy, subject to the requirements in Section 19.03(A) above.

ARTICLE 20 INVESTIGATIONS

20.01 When an employee is to be interviewed or required to submit reports as a result of a citizen's complaint, the employee shall be informed of the nature of such complaint prior to such interview or order to submit a report. An employee undergoing an investigation and ordered to answer interview questions or ordered to write a statement or report, shall first be informed by lawful supervisory personnel that the purpose of the investigation is for administrative internal department purposes only and that refusing to obey an order to answer interview questions or to write a statement or report may result in a charge of insubordination and that the punishment for insubordination may result in discipline up to and including termination. The employee shall be permitted to review any available and relevant video and audio in the department's possession prior to being interviewed or prior to preparing a written statement or report. A copy of all completed complaints and investigations will be forwarded to the officer involved.

20.02 In the event the City is engaged in an investigation of any employee covered by this Agreement, the City will issue no news releases or photographs that identify said employee, but will refer all inquiries to the City Law Department.

20.03 If, during or prior only to any interrogation session, it appears as though criminal charges may result, the employee will be advised of their legal rights, rights to counsel and will be afforded the right to have an attorney present at any and all interrogation sessions related to the specific incident.

20.04 An employee involved in a critical incident related to use-of-force or use of a motor vehicle, involving a life-threatening serious physical injury or death of another, said employee shall be provided paid **critical incident** leave as approved by the Chief for a minimum of three (3) sleep cycles (72 hours) prior to being compelled to submit to a formal interview, provide a written statement or report. Inquiries limited to essential basic facts shall be permitted to protect the safety of the public and to preserve evidence. An employee involved in a critical incident shall be afforded the opportunity to review all relevant video and audio records prior to being interviewed or preparing a written statement or report. The employee shall be afforded an opportunity to have a non-employee representative or attorney present prior to participating in a formal investigation.

ARTICLE 21 PERSONNEL FILES

21.01 The personnel file for all employees shall be maintained by the Human Resources Director for the City of Lakewood.

21.02 All permanently appointed employees shall have the right to examine their own personnel file (excluding all information related to their probationary period and pre-employment screening) during normal business hours. Employees will be required to remain in the Human Resources Department with a member of the Human Resources staff while reviewing their file. Under no circumstances will an employee be allowed to remove an original file from the Department of Human Resources.

21.03 An employee may not remove or alter any documents in their file, but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting same, through channels, to the Human Resources Director.

21.04 No unfounded or unsustained complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

21.05 Disciplinary actions, other than suspensions without pay, more than two (2) years from the date of occurrence of the action shall not be used in any current disciplinary action. Disciplinary action resulting in a loss of pay or time older than five (5) years from the date of such action shall not be used in any current disciplinary action.

21.06 Any disciplinary action covered under this Agreement shall not be released as a result of a public records request until the disciplinary matter has been closed, either due to the employee not

timely challenging the discipline through the grievance procedure or upon a final determination at the conclusion of the grievance procedure. *(note: pending legal review of ORC 149.43)*

ARTICLE 22 FOP MEETINGS

22.01 The FOP membership of Lakewood may hold official meetings in the offices of the Lakewood Division of Police, but no meeting shall interfere with the work operations of the division.

22.02 The FOP will be authorized an aggregate of two hundred (200) hours of paid leave, per calendar year, for members of the FOP committee and elected FOP officers to use at any time during the year to attend FOP functions, such as conventions, educational meetings or seminars. Any unused time remaining at the end of the year may be carried over to the next year(s). The City shall make other reasonable provisions for authorizing vacation leave, holidays or use of accrued overtime for the employee members to attend FOP functions in addition to the above-mentioned two hundred (200) hours.

22.03 Whenever a law enforcement officer in the State of Ohio is killed in the line-of-duty, or a member of Lodge No. 25, FOP dies, the Chairman of the FOP Negotiating Committee shall designate two (2) FOP members who shall be given one (1) day off each, with pay, to attend the funeral and shall be afforded a Lakewood Division of Police marked police vehicle for such purpose.

22.04 The FOP negotiating committee, to be comprised of no more than seven (7) employee members, shall be relieved from duty to attend negotiating sessions with City representatives. Committee members may be ordered back to duty during a meeting should conditions necessitate such action. Off-duty committee members voluntarily perform this function without compensation.

ARTICLE 23 GRIEVANCE PROCEDURE

23.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees, the FOP and the City. The procedures specified in this article are intended to provide a system for fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

23.02 A grievance is any dispute or difference between the City and the FOP which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions which result in a letter of reprimand or monetary loss to the employee, except for those involving discharge of non-certified and probationary employees. Letters of reprimand are not subject to arbitration.

During that period of time an employee is non-certified and during an employee's probationary period, the City shall have sole discretion to discharge such employee, and such actions during this period cannot be reviewed through the grievance procedure.

23.03 The following shall apply to all grievances arising under this Agreement:

- Step I. An employee who has a grievance should meet with their immediate supervisor to attempt to resolve the grievance on an informal basis.
- Step II. If the grievance is not resolved in the informal manner described in Step I, a written grievance must be filed with the immediate supervisor within ten (10) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, member of the grievance committee and the aggrieved employee(s). Within ten (10) working days of this meeting, the City shall issue a written answer to the grievance.
- Step III. If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the committee may appeal the Step II answer to the Chief of Police within ten (10) working days after the Step II answer was issued. Such appeal shall be in writing and include a copy of the original grievance and shall specify the reason why the aggrieved employee(s) or the committee believe the Step II answer is in error. Within ten (10) working days after receipt of the appeal, a grievance meeting shall be scheduled with the Chief of Police, who shall, within ten (10) working days after the close of such meeting, issue a written answer to the grievance.
- Step IV. If the grievance is not satisfactorily settled in Step III, the grievance may be submitted to the grievance committee. The grievance committee will then review the merits of the grievance and decide, no later than thirty (30) calendar days after the City's Step III answer was issued, whether or not to recommend further appeal. Should the committee decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure. The committee's decision shall be final and binding. Should the committee decide to process the grievance further, the FOP may, within thirty (30) calendar days after the City's Step III answer was issued, file an appeal with the Mayor or designated representative. Such appeal shall be in writing, include a copy of the original grievance and shall specify the reason why the committee believes the Step III answer was in error. The Mayor or designated representative shall reply in writing within ten (10) working days from the receipt of that appeal.

23.04 Arbitration

- A. If the grievance is not satisfactorily settled at Step IV, the committee may submit the matter to arbitration by giving the City written notice of its intent to arbitrate the grievance within thirty (30) working days from receipt of the Step IV answer. The FOP may submit the matter to the Federal Mediation Conciliation Service (FMCS) to obtain a standard panel list of seven (7) Ohio resident arbitrators or in lieu of utilizing

the FMCS, the parties may mutually agree to utilizing the American Arbitration Association (AAA) requesting a standard list of Ohio resident arbitrators from AAA. The parties shall alternately strike names from the panel list in arriving at designating an arbitrator and shall be subject to the rules of the Association. In the alternative, the parties may mutually agree to designate an arbitrator.

- B. The arbitrator selected shall have no authority to add to, subtract from, or in any way modify any provision of this Agreement.
- C. Any fees and expenses of the arbitrator shall be borne equally by the parties.

23.05 Time Limitations

- A. To be considered valid, a grievance must be filed, in writing, within ten (10) working days of the occurrence of the alleged violation of this Agreement. A grievance that is not timely filed or timely processed by the Union at each Step shall be considered void.
- B. If a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally timely filed, the parties may, by mutual written agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual or written agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

23.06 The FOP (in its capacity as exclusive representative of the employees covered by this Agreement) or the FOP negotiating committee shall have final authority to withdraw or terminate the processing of a grievance, at any step, should the FOP or the FOP negotiating committee determine that the grievance lacks merit or justification, or that it has been settled or adjusted in a fair and equitable manner consistent with the terms of this Agreement, and in the interest of the continuing relationship of the parties.

23.07 The grievance procedure set forth in this article shall be the sole and exclusive method for resolving matters that constitute grievances under this Agreement. Any decisions, results or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive and binding upon the City, FOP and the employees.

23.08 The grievance committee shall consist of bargaining unit members designated by the FOP. For any discipline or grievance involving union representation, union representatives shall represent members of their bargaining unit.

ARTICLE 24 TRAINING

24.01 When an employee is assigned to one (1) or more full days of training as an instructor or student, such assignment shall be considered as a change of schedule and the duty day shall start and be credited in the same manner as a regularly scheduled shift change.

24.02 When an employee is assigned one (1) or more full days of training, such days shall be credited as training days and employees will be relieved of working their regularly assigned duties. Further, when an employee is assigned to one (1) or more days of training and is scheduled to work the third shift on the day previous to the training day, that employee shall be assigned such previous day as a regular day off to be credited against the employee's total accumulation for the year and made up as is mutually agreeable with the employee's supervisor.

24.03 At the employee's option, the employee may elect to do any of the following, provided the employee has necessary accumulated time or days to their credit to allow same:

- A. Take the preceding day as a vacation/holiday (8 or 12 hours), or
- B. Take the preceding day as an overtime granted day (8 or 12 hours), or
- C. Be marked as a training day for the preceding day, working the third shift on the last training day while being credited only with time actually worked on such third shift. The third option would be available only when all training is completed within the time the employee is on the third shift.

24.04 Employees shall not be required nor permitted to work more than twelve (12) consecutive hours as a result of scheduled training, except upon direct order or permission of the Chief of Police or, in the event of an emergency, any superior officer.

24.05 A training day will be comprised of a minimum of eight (8) hours for officers scheduled on a twelve (12) hour shift. A training day will be comprised of a minimum of five (5) hours for officers scheduled on an eight (8) hour shift.

24.06 When an employee is assigned to training and such assignment conflicts with the employee's scheduled time off, the employee may, at the employee's option, reschedule such time off as is mutually agreeable with the employee's shift and division commanders. For employees assigned training, the City may adjust the employee's work schedule and days off to meet departmental needs.

24.07 All employees of the Division of Police attending training and/or schooling shall receive compensation and assignments in accordance with the provisions set forth in Article 7 of this Agreement and the rules and regulations of the Division of Police.

24.08 Tuition Reimbursement

- A. Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Chief of Police. The City shall reimburse such employee the full tuition expense provided the employee receives a

grade of “C” or the equivalent at the completion of each course. If the employee leaves the Division of Police within four (4) years of such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from their final payout or make full reimbursement to the City.

ARTICLE 25 BULLETIN BOARDS

25.01 The City shall furnish two (2) bulletin boards to be used by the members of the FOP.

- A. Such bulletin boards shall be used only for posting notices bearing the written approval of the FOP and shall be solely for FOP business, recreational and social activities.
- B. There shall be no notices or other writings posted which contain anything political, controversial or critical of the City or any other institution, or any employee or other persons.

ARTICLE 26 (Reserved.)

ARTICLE 27 SERVICE WEAPON

Upon retirement, any employee may purchase their service weapon from the City for \$50.00, provided that said retirement is not a disability retirement associated with a psychological disability, and employees will be given their badge upon retirement.

ARTICLE 28 SICK TIME

28.01 All full-time members of the Division of Police shall be entitled to earn sick time at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick time to fifteen hundred (1,500) hours for members promoted into the bargaining unit prior to January 1, 2026 and to two thousand (2,000) hours for members promoted into the bargaining unit on or after January 1, 2026. Sick time may be utilized on account of illness or injury of the employee or employee’s immediate family member requiring the employee’s absence. Sick time may also be utilized to care for a pregnant spouse and/or a newborn child.

28.02 When an employee is unable to report for duty because of illness or injury, the employee must call and advise the Duty Officer-in-Charge. If the employee is injured or sick from work for more than five (5) consecutive days if on an eight (8) hour work schedule or three (3) consecutive work days if on a twelve (12) hour work schedule, or incurs an injury to the back, or has surgery of any kind, or is advised to have surgery, the employee must have their physician complete the Attending Physician Statement or attach a statement from their physician to the certificate that indicates that the employee is able to return to regularly assigned duties. Prior to being assigned to duty, this document shall be submitted to the Department of Human Resources in order that the City may determine if a physical is required.

28.03 Whenever an employee is absent due to illness or injury, that employee must secure permission from the Duty Officer-in-Charge before leaving the employee's home. This requirement is waived if the Chief receives notification through Human Resources that the employee will be off work for an extended period of time due to illness or injury. The notification shall include an approximate date for return to duty.

28.04 An employee who is absent due to illness or injury shall not be permitted to engage in any other outside employment during the period of their absence, nor may the employee return to such outside employment until the employee is assigned to duty. The Chief of the Division of Police shall take such steps as deemed necessary to prevent the improper taking of sick time.

28.05 No employee shall be charged for sick time or time off against the employee's accumulated sick time bank for any time taken as a result of an injury or illness incurred while in the lawful performance of their duties, including approved off duty police related jobs within the City of Lakewood for up to a maximum period of two (2) years for each incident of work-related injury resulting from an attempt by another to cause serious physical harm or death to an employee. Any other injury or illness incurred while in the lawful performance of their duties, including approved off duty police related jobs within the City of Lakewood for up to a maximum period of eighteen (18) months for each incident of work-related injury. An employee may request from the City an extension of up to an additional six (6) months but any such work-related injury leave shall not exceed two years for each incident of work-related injury. However, the City has the right to review the employee's physical and mental status at any time during the employee's absence in order to determine the employee's ability to return to work. If authorized by proper medical authority, the City shall have the right to call the employee to work to perform other light duties. Should it be determined by proper medical authority that the employee has reached maximum medical improvement (MMI) and will not be able to return to normal duties, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine whose decision regarding the ability to perform police work shall be final and binding on both parties. For purposes of the section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. Claims denied by the Bureau of Workers' Compensation (BWC) shall not be eligible for coverage under this section. Any payment made prior to such determination by the BWC shall be deducted from the employee's accumulated sick time first.

28.06 When an employee retires, resigns, or dies, either through service or disability, the employee or the employee's estate shall be compensated in cash based upon the daily earning rate at the time of the employee's retirement, resignation or death, for one-third (1/3) of the employee's unused sick time hours for an employee promoted into the bargaining unit prior to January 1, 2026 and for one-quarter (1/4) of the employee's unused sick time hours for an employee promoted into the bargaining unit on or after January 1, 2026.

28.07 Employees who have accumulated more than nine-hundred sixty (960) hours of sick time may convert, on a three-to-one basis, all hours accumulated over nine-hundred sixty (960) hours

into a lump sum cash payment at the end of each calendar year, not to exceed one-hundred fifty (150) hours per year. Payment will be made in January of each year and will be included in the employee's regular paycheck. The ability to accumulate fifteen hundred (1,500) or two thousand (2,000) hours as applicable therein Section 28.06 of sick time shall in no way alter the basis of this conversion provision. The ability to convert any sick time hours over nine hundred sixty (960) shall remain unchanged.

28.08 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of the employee's acquired sick time, they may apply for donations of time according to the Sick Time Donation policy leave. If the employee does not receive donations adequate to cover the sick time needed, the Mayor may grant further sick leave, up to a total of ninety (90) days, in addition to the sick leave acquired as herein provided.

28.09 Any abuse or patterned use of sick leave/sick time shall be just and sufficient cause for disciplinary action.

28.10 Employees must apply for FMLA after three (3) days of consecutive non-work related or work-related illness or injury, being hospitalized overnight or when a serious medical condition as defined by the FMLA law and regulations causes intermittent time off. Except as set forth in §28.05, employees must utilize their sick time and other paid time off during FMLA leave.

ARTICLE 29 LABOR/MANAGEMENT

29.01 A Labor/Management Committee consisting of the Mayor of Lakewood, or a designated representative, and the Lakewood Chief of Police, or a designated representative, and representatives of the FOP shall meet at least once every three (3) months for the purpose of discussing and attempting to resolve any mutual work-related problems.

Any members of the Labor/Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting and both the City and FOP shall make every effort to implement the unanimous decisions of the committee.

29.02 The Labor/Management Committee may, by unanimous agreement of all members, re-examine any non-economic provision of a valid labor agreement.

29.03 When the City anticipates the purchase of new or the replacement of current equipment for use by individual police personnel; e.g., squad cars, radio communication equipment, weaponry, they shall, to the extent practicable, notify the Labor/Management Committee at the next regularly scheduled meeting, prior to actual purchase or replacement. The Labor/Management Committee will only exercise advisory functions in relation to such purchases or replacements, and the final authority for such decisions shall remain with the City.

29.04 The City and Union agree to maintain the highest quality replacement and maintenance program possible given available resources, and mutually develop an ongoing maintenance program beneficial to both parties.

ARTICLE 30 LEGALITY

30.01 It is the intent of the City and the FOP that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE 31 PERFECT ATTENDANCE

31.01 All full-time, permanent, sworn employees covered under this contract who complete a quarter (1/4) of a year with perfect attendance (January 1 to March 31; April 1 to June 30, July 1 to September 30; October 1 to December 31), with no time absent for any reason whatsoever, shall be entitled to receive a bonus equal to twelve (12) hours pay at the employee's current rate of salary for each quarter in which no absence is recorded. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, union leave and time off as a result of injury or illness sustained while employees were responding to calls for service, self-initiated law enforcement activities or other activities unique to law enforcement, shall not be counted as days absent. Payments to be made in January, April, July and October of each year.

31.02 All full-time, permanent, sworn employees covered under this contract who complete one (1) year (January 1 to December 31) with no days absent for any reason whatsoever, shall be entitled to an additional eight (8) personal hours off during the following year.

ARTICLE 32 DURATION

32.01 This Agreement represents an understanding between the City and the FOP, and it shall be effective as of January 1, 2026, and remain in full force and effect until December 31, 2028. However, Article 5 (Preventing Strikes, etc.), shall survive that date and shall continue to be effective in its application to Sergeants, Lieutenants and Captains for the duration of the collective bargaining relationship between the City of Lakewood and the FOP, Lakewood Division. Specifically, in the event the basic bargaining unit of the FOP, Lakewood Division, engages in any work stoppage, etc., in the course of any future collective bargaining negotiations, the FOP and the Sergeants, Lieutenants and Captains shall continue to work and will perform all duties assigned by the Chief of Police.

ARTICLE 33 EXECUTION

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2025.

For the Western Cuyahoga Lodge No. 25,
Fraternal Order of Police,
Lakewood Division:

For the City of Lakewood:

Ron Bunner, Sergeant

Meghan F. George, Mayor

Anthony Ciresi, Sergeant

Claudia M. Dillinger, HR Director

Ryan Lavelle, Sergeant

UNION REPRESENTATIVE

APPROVED AS TO LEGAL
CORRECTNESS AND FORM

Chuck Aliff, FOP/OLC

Jennifer Swallow, Chief Assistant Law
Director

APPENDIX A WAGES

		2026		2027		2028	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
Sergeant	20%	\$109,357.91	\$52.58	\$112,638.68	\$54.15	\$117,144.28	\$56.32
Lieutenant	11%	\$121,387.28	\$58.36	\$125,028.93	\$60.11	\$130,030.15	\$62.51
Captain	11%	\$134,739.88	\$64.78	\$138,782.12	\$66.72	\$144,333.46	\$69.39
Special Operations		3% Above Current Rate of Pay		3% Above Current Rate of Pay		3% Above Current Rate of Pay	

APPENDIX B ME TOO

The City and Supervisor Unit agree that should any other bargaining unit receive a total cost of living percentage increase to base wages only that is greater than ten percent (10%) over the duration of the contract through fact finding or arbitration, the Supervisor Unit shall automatically receive the additional increase.

EXHIBIT C

AGREEMENT

BETWEEN THE

CITY OF LAKEWOOD

AND

**FRATERNAL ORDER OF POLICE/OHIO LABOR
COUNCIL (FOP/OLC), INC.**

DISPATCHER UNIT

January 1, 2026 – DECEMBER 31, 2028

TABLE OF CONTENTS

(To be updated upon final approval of final form)

ARTICLE 1	PURPOSE	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	NON-DISCRIMINATION	1
ARTICLE 4	CHECK-OFF	1
ARTICLE 5	MANAGEMENT RIGHTS	2
ARTICLE 6	NO STRIKE.....	2
ARTICLE 7	BULLETIN BOARDS	3
ARTICLE 8	UNION REPRESENTATION	3
ARTICLE 9	DISCIPLINE.....	4
ARTICLE 10	GRIEVANCE PROCEDURE.....	4
ARTICLE 11	PROBATIONARY PERIOD.....	7
ARTICLE 12	SENIORITY	7
ARTICLE 13	HOURS OF WORK.....	8
ARTICLE 14	OVERTIME.....	9
ARTICLE 15	EQUALIZATION OF OVERTIME/CALL-BACK HOLDOVER PROCEDURE.....	12
ARTICLE 16	GENERAL LEAVE.....	13
ARTICLE 17	LEAVES OF ABSENCE	13
ARTICLE 18	SICK TIME WITH PAY & PAID PARENTAL / PAID CHILDBIRTH LEAVE	14
ARTICLE 19	SICK LEAVE WITHOUT PAY.....	15
ARTICLE 20	PERSONAL LEAVE.....	15
ARTICLE 21	LAYOFFS.....	16
ARTICLE 22	RECALL FROM LAYOFF	16
ARTICLE 23	PROMOTION/JOB BIDDING	17
ARTICLE 24	HOLIDAYS	18

ARTICLE 25	VACATIONS	18
ARTICLE 26	WAGES	20
ARTICLE 27	LONGEVITY COMPENSATION	20
ARTICLE 28	CALL-IN PAY.....	21
ARTICLE 29	STAND-BY PAY	21
ARTICLE 30	SPECIAL ASSIGNMENTS	22
ARTICLE 31	HOSPITALIZATION AND INSURANCE.....	22
ARTICLE 32	UNIFORMS/MAINTENANCE.....	23
ARTICLE 33	TOOLS AND EQUIPMENT	23
ARTICLE 34	SAFE WORK PRACTICES	23
ARTICLE 35	SHIFT PREMIUM.....	23
ARTICLE 36	JOB CLASSIFICATION	24
ARTICLE 37	INVESTIGATIONS.....	24
ARTICLE 38	PERSONNEL FILES	24
ARTICLE 39	CONFLICT WITH LAW AND SEPARABILITY.....	25
ARTICLE 40	TRAINING ASSIGNMENT.....	25
ARTICLE 41	PERFECT ATTENDANCE.....	25
ARTICLE 42	TUITION REIMBURSEMENT	26
ARTICLE 43	COMMUNICABLE DISEASES	26
ARTICLE 44	MISCELLANEOUS	26
ARTICLE 45	DURATION.....	27
APPENDIX A	WAGES.....	28
APPENDIX B	ME TOO	28

ARTICLE 1 PURPOSE

1.01 This Agreement is made between the City of Lakewood, Ohio hereinafter referred to as the “City,” and Ohio Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC), hereinafter referred to as the “Union.” The “employee” or “employees” where used herein refers to all regular full-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2 RECOGNITION

2.01 The FOP/OLC is recognized as the sole and exclusive representative for a bargaining unit of all regular full-time Dispatcher employees in the Department of Public Safety for the purpose of establishing terms and conditions of employment. The City will not recognize any other Union, organization, or person as the representative for any of the Dispatcher employees.

ARTICLE 3 NON-DISCRIMINATION

3.01 Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, sex, national origin, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry.

3.02 The City recognizes the right of all Dispatchers to be free to join the Union. The City agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership.

ARTICLE 4 CHECK-OFF

4.01 The Employer agrees to deduct from the wages and salaries of bargaining unit members’ dues required by the FOP/OLC by payroll deduction starting with the sixty-first (61st) day of employment with the employer or the execution date of this Agreement, whichever comes first.

4.02 Deductions under this article shall be made during the first pay period of each month, but if the employee’s pay for that period is insufficient to cover union dues, the City will make a deduction from the pay earned during the next period or a subsequent period. All deductions under this Article shall be accompanied by a list of all bargaining unit members. All deductions shall either be mailed to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215 or provided by American Clearing House (ACH) electronic transfer each month that dues are collected from members.

6.02 Violations of Section 6.01 of this Article shall be proper cause for discipline up to and including termination.

6.03 The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 6.01 of this Article. In the event any violation of Section 6.01 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

6.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 7 BULLETIN BOARDS

7.01 The City shall provide the Union with a locked Bulletin Board, provided that:

- A. Such Bulletin Board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of Ohio Fraternal Order of Police Labor Council and shall be solely for Union business.
- B. No notice or other writing may contain anything political, controversial or critical of the City of any other institution, or of any employee or other person.
- C. Upon request from an appropriate official of the City, the Union will immediately remove any notice or other writing that the City believes violates Subparagraphs A and B, but the Union shall have the right to grieve such action through the grievance procedure.

7.02 Keys shall be provided only to the Associate and the Chief of Police.

ARTICLE 8 UNION REPRESENTATION

8.01 One (1) employee selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as an Associate. The Associate may have an alternate who shall act in his or her absence.

8.02 No union meetings or other union activities shall take place during working hours without prior approval of the Administrative Captain or the Chief of Police, provided that an Associate may discuss a grievance with an employee and his or her supervisor, during the final one-half (1/2) hour of the grieved and/or Associate's shift or at a time more convenient to all concerned parties.

8.03 The FOP/OLC shall have access to all meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

8.04 FOP/OLC Staff Representatives or Associates shall have responsible visitation privileges to the Employer's facilities, public or otherwise for the purposes of administering this Agreement.

8.05 FOP/OLC will be authorized an aggregate of forty (40) hours of paid leave, per calendar year, for the FOP/OLC Associate to use at any time during the year to attend FOP/OLC functions such as conventions, educational meetings or seminars. The City shall make other reasonable provisions for authorizing vacation leave, holidays or the use of accrued overtime for the members to attend said functions in addition to the above mentioned forty (40) hours.

8.06 FOP/OLC Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

8.07 The FOP/OLC shall be permitted to place ballot boxes at facilities for the purpose of collecting members' ballots on approval or disapproval of union issues and the election of officers and delegates of the union.

ARTICLE 9 DISCIPLINE

9.01 In the event that an employee is suspended or discharged, he or she will be advised of the reasons for such action. He or she will be advised of his or her right to have his or her Union Associate present and, upon request, will be permitted to discuss his or her suspension or discharge with the Associate in an area made available by the City before being required to leave the premises. Unless provided with written notice prior to leaving the premises, an employee who is suspended or discharged shall be mailed a written notice within forty-eight (48) hours, stating the reasons for whatever disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on City premises, with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's local Union Associate within forty-eight (48) hours. All disciplinary action may be appealed by the employee through the grievance procedures outlined herein.

9.02 In imposing discipline on a current charge, the City will not consider any infractions, which occurred more than thirty-six (36) months previously.

9.03 In the event that an employee has been recommended for suspension or discharge, prior to any action being taken on such a recommendation, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The City shall notify the employee and his or her Associate of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss his or her suspension or discharge with the Associate in an area made available by the City.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees, the FOP/OLC

and the City. The procedures specified in this Article are intended to provide a system of fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

10.02 A grievance is any dispute or difference between the City and the FOP/OLC, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions, which result in a letter of reprimand or monetary loss to the employee, except for those involving discharge of non-certified and probationary employees. Letters of reprimand are not subject to arbitration.

10.03 The following procedure shall apply to all grievances arising under this Agreement:

- Step I. An employee who has a grievance should meet with his or her shift Officer-in-Charge to attempt to resolve the grievance on an informal basis.

- Step II. If the grievance is not resolved in the informal manner described in Step I, a written grievance must be filed with the Administrative Captain within ten (10) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, one (1) Union representative and the aggrieved employee(s). Within ten (10) working days of this meeting, the City shall issue a written answer to the grievance.

- Step III. If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the Union may appeal the Step II answer to the Chief of Police or his designated representative within ten (10) working days after the step II answer was issued. Such appeal shall be in writing and include a copy of the original grievance and shall specify the reason why the aggrieved employee(s) or the Union believes the Step II answer is unacceptable. Within ten (10) working days after receipt of the appeal, a grievance meeting shall be scheduled with one (1) Union representative, the aggrieved employee(s) and the Chief of Police or his designated representative, who shall, within ten (10) working days after the close of such meeting, issue a written answer to the grievance.

- Step IV. If the grievance is not satisfactorily settled at Step III, the grievance may be submitted to the FOP/OLC Staff Representative. The FOP/OLC Staff Representative will then review the merits of the grievance and decide, not later than fifteen (15) calendar days after the City's Step III answer was issued, whether or not to recommend further appeal. Should the FOP/OLC Staff Representative decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure. The FOP/OLC Staff Representative's decision shall be final and binding. Should the FOP/OLC Staff Representative decide to process the grievance further, the FOP may, within fifteen (15) calendar days after the City's Step III answer was issued, file an appeal with the Mayor or designated representative. Such

appeal shall be in writing, include a copy of the original grievance, and shall specify the reason why the FOP/OLC Representative believes the Step III answer is unacceptable. Grievances involving suspension or termination shall be submitted directly to Step IV. The Mayor or designated representative shall reply in writing within ten (10) working days from the receipt of that appeal.

10.04 Arbitration

- A. If the grievance is not satisfactorily settled at Step IV, the FOP/OLC may submit the matter to the Federal Mediation Conciliation Service (FMCS) to obtain a standard panel list of seven (7) Ohio resident arbitrators or in lieu of utilizing the FMCS, the parties may mutually agree to utilizing the American Arbitration Association (AAA) requesting a standard list of Ohio resident arbitrators from the AAA within the time limits specified above and shall be subject to the rules of the Association within thirty (30) days after the Step IV answer was issued.
- B. The parties shall alternately strike names from the panel list in arriving at designating an arbitrator. In the alternative, the parties may mutually agree to designate an arbitrator.
- C. The arbitrator selected shall have no authority to add to, subtract from, or in any way modify the provision of this Agreement.
 - 1. Any fees and expenses of the arbitrator shall be borne equally by the parties.

10.05 Time Limitations

- A. To be considered valid, a grievance must be filed in writing within ten (10) working days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed at each step by the Union under the provisions of Article 10 shall be considered void.
- B. If a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular Step, then the grievance shall automatically proceed to the next Step of the grievance procedure.
- C. Once a grievance is originally timely filed, the parties may, by mutual written agreement, extend the time in which to answer or to appeal it to the next Step. The parties may also, by mutual written agreement, agree to skip any Step of the grievance procedure in order to promote the expeditious resolution of any grievance.

10.06 The FOP/OLC (in its capacity as exclusive representative of the employees covered by this Agreement) shall have final authority to withdraw or terminate the processing of a grievance at any Step, should the FOP/OLC determine that the grievance lacks merit or justification, or that

it has been settled or adjusted in a fair and equitable manner consistent with the terms of this Agreement, and in the interest of the continuing relationship of the parties.

10.07 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results or settlements reached under the terms of this Grievance Procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive and binding upon the City, the FOP/OLC and the employee.

10.08 The grievance committee shall consist of bargaining unit member(s) designated by the FOP/OLC.

10.09 A Labor/Management Committee consisting of the Director of Human Resources, or designated representative, the Lakewood Chief of Police, or designated representative, and representatives of the Dispatchers shall meet at least once every three (3) months for the purpose of discussing and attempting to resolve any mutual work-related problems.

ARTICLE 11 PROBATIONARY PERIOD

11.01 New full-time employees shall be considered to be on probation for a period of one (1) year and during such probationary period, the City shall have sole discretion to discipline or discharge such employees, and such actions during this period shall not be reviewed through the Grievance Procedure.

11.02 If an employee is discharged or quits while on probation and is later rehired, they shall be considered a new employee and subject to the provisions of Section 11.01 of this Article.

ARTICLE 12 SENIORITY

12.01 Dispatcher, for the purpose of layoff; seniority shall be their continuous service with the City.

12.02 Dispatchers shall have no seniority during the probationary period, but upon completion of the probationary period will receive seniority retroactively to the date of hire. The City shall provide the Union with a copy of the seniority list, updated annually. The list shall contain, in order of seniority, the name and date of hire of each employee. Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged for just and proper cause.
- C. Is laid off for a period of more than twenty-four (24) consecutive months.

- D. Fails to report to work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown in the City's records).
- E. Is absent without leave for three (3) or more working days, unless an excuse for absence is accepted, which shall not be unreasonably denied.

ARTICLE 13 HOURS OF WORK

13.01 The workday for full-time Dispatchers shall consist of eight (8) regularly scheduled, consecutive hours for dispatchers scheduled for eight (8) hour shifts during a twenty-four (24) hour period of time that begins at 12:01 a.m. each day, which includes a thirty (30) minute lunch period. The workday for full-time Dispatchers scheduled for twelve (12) hour shifts shall normally be twelve (12) or eight (8) hour shifts during a twenty-four (24) hour period and the work period shall be eighty (80) hours in a fourteen (14) day period. It is expressly understood that the scheduling of employees within such fourteen (14) day periods is a management right. However, the City will provide thirty (30) days' notice to the Union prior to modifying the length of the regularly scheduled workday. Whenever operational and staffing needs permit, employees will be granted, upon request, a work schedule comprising of three (3) 12-hour shifts per week and one 8-hour shift every other week. For operational and staffing purposes, the City reserves the right to implement a "hybrid" schedule which includes (in addition to 12-hour shifts) shifts of other durations.

If transportation is necessary, it must be privately owned. The lunch period shall not be extended. Lunch is to be eaten outside the Dispatch Office. The workweek shall commence at 12:01 a.m. on Sunday and end at midnight Saturday. This section shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right to establish and change hours of work, shifts and schedule of hours, provided that this section shall not be construed to give the City the right to reduce the workweek below forty (40) hours per week for any full-time, hourly employee.

13.02 All employees shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for emergencies or other mutually agreed upon schedules. During such lunch period, with the permission of the shift commander, which will not be unreasonably denied, Dispatcher shall be allowed to leave the building for the express purpose of obtain a food order and for no other purpose.

13.03 There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle of two (2) hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift unless requested by the employee and agreed to by the City. Additionally, employees working overtime shall be entitled to a fifteen (15) minute break after two (2) hours of overtime.

13.04 Notice of Shift Change. Any changes in shift scheduling shall be provided at least seventy-two (72) hours in advance of the schedule change, except in an emergency or unscheduled absence situation.

13.05 Posting of Schedules. Schedules shall be posted for the next month on the 20th day of the preceding month.

13.06 On an annual basis employees have the opportunity, based on seniority, to bid on their shift for the following year. Bidding will occur prior to the vacation selection for the following year.

ARTICLE 14 OVERTIME

14.01 All overtime must be approved by the Chief of Police or his designated representative and all assigned overtime must be worked and will be compensated for as provided in this Agreement.

14.02 Any hours of duty in excess of eight (8) hours for dispatchers working an eight (8) hour shift or twelve (12) hours for dispatchers working twelve (12) hour shift within an employee's regularly scheduled workday or 40 hours in single workweek (Sunday 12:01 a.m. through Saturday 12:00 a.m.) or eighty (80) hours in a fourteen (14) day period for dispatchers working twelve (12) hour shift shall be compensated at the following rates:

- A. Time and one-half (1-1/2) for all hours on duty in excess of eight (8) hours consecutive hours for employees working eight (8) hour shifts or twelve (12) consecutive hours for employees working twelve (12) hour shifts.
- B. Double time for all hours on duty in excess of twelve (12) consecutive hours for employees working eight (8) hour shifts or sixteen (16) consecutive hours for employees working twelve (12) hour shifts.
- C. Double time for all hours on duty in excess of eight (8) hours or twelve (12) hours for employees scheduled an eight (8) or twelve (12) hour shift respectively and work on the following holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Martin Luther King, Jr. Day	President's Day
Veterans' Day	Good Friday
Juneteenth	Easter

- D. Any employee scheduled off on any of the above listed twelve (12) holidays, who is compelled to work, shall be compensated at a rate of double time.

Any employee who is compelled to perform official overtime duty during scheduled vacation shall be compensated at the rate of double time in accordance with the provisions of this Article.

14.03 Employees required to work on the following days shall be paid at time and one-half (1-1/2).

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Labor Day
Juneteenth	Easter

14.04 All official court overtime duty ordered by the Director of Public Safety, a superior officer of the Police Department, the Law Director or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court, or in response to a subpoena or similar writ commanding appearance in a criminal, quasi-criminal or civil case, arising out of an incident while on duty as an employee of the Lakewood Police Department, shall be compensated at the rate of time and one-half (1-1/2), and any employee who is compelled to perform such official overtime duty at a time not abutting the beginning or end of his or her regularly scheduled workday shall receive payment for a minimum of three (3) hours worked or actual time worked, whichever is greater.

- A. An employee who is compelled to report in person to a court for trial or to a prosecutor immediately before a trial within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift, shall be compensated for all time between completion of duty and completion of court related overtime or a minimum of three (3) hours, whichever is greater.

14.05 When an employee is ordered to report for duty by the Director of Public Safety, Chief of Police or superior officer, and the time does not abut the beginning or end of the employee's regularly scheduled workday, the employee shall receive compensation for three (3) hours of overtime or actual time worked, whichever is the greater, computed at time and one-half (1-1/2), unless previously notified not to report for duty. Previously notified shall mean personally notified, or a message delivered to a responsible person by telephone or direct contact at the employee's residence, at least one (1) hour prior to the time directed to report for duty.

- A. An employee who is compelled to report in person for duty within two and one-half (2-1/2) hours of completion of a normally scheduled and fully worked third shift, shall be compensated for all time between completion of duty or a minimum of three (3) hours, whichever is greater.

14.06 Any employee detailed or assigned to attend a job-related school, seminar or training session outside Cuyahoga County or a contiguous county, except probationary employees attending mandatory courses, shall be considered on duty during actual travel time and be compensated accordingly, to include travel allowance and reimbursement for meals, in accordance with established policy of the City.

14.07 Any employee, at the time of his or her retirement, shall receive all terminal leave benefits, including accrued overtime, unused vacation time, unused holiday time, accrued longevity, accrued uniform allowance and any other unused compensatory time in one lump sum payment. If an employee dies while in paid status, any terminal leave benefits to his or her credit, as set forth herein, shall be paid in a lump sum to the surviving spouse, if any, and if there is no surviving spouse, then to the estate of the deceased employee. Nothing in this section shall be construed to supersede or control policies and procedures of the Public Employees Retirement System.

14.08 Two (2) hours at straight time shall be authorized for volunteer blood donors.

14.09 A compensatory time bank will be established, effective on the date this agreement is ratified by the parties, whenever an employee works overtime. Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half or the applicable overtime rate if not time and one-half. Employees may accumulate no more than 100 hours of compensatory time. Employees eligible for such time shall have the right to receive overtime pay or FLSA compensatory time. The employee will choose their option on the appropriate form established by the employer in Precinct Manager. Approval for use of compensatory time for time off will be based on the needs of the department to the extent use of compensatory time for time off will not be unduly disruptive to the department's operations.

The parties agree to convene in a labor-management meeting no later than the first anniversary of the date of this agreement and each January thereafter to determine how the provisions of this section have affected the respective needs of the parties, and to discuss any adjustments to policy as they may be warranted.

Compensatory time off requests, once submitted, shall be decided without undue delay, not to exceed forty-eight (48) hours after any request submitted within 30 days of the date requested off. This shall not prohibit approval outside of the 30 days.

14.10 Employees will be permitted to work on their vacation or holiday time off in order to cover for a dispatcher and shall receive comp time at time and one half (1.5) hours.

14.11 All new bargaining unit employees must sign up for direct deposit upon hire. All current bargaining unit employees must sign up for direct deposit within 60 days of the ratification of this contract.

**ARTICLE 15 EQUALIZATION OF OVERTIME/CALL-BACK
HOLDOVER PROCEDURE**

15.01 The City shall be the sole judge of the necessity of overtime. When overtime is required, the City shall first offer the available overtime to employees who are classified for the available work in accordance with the following:

- A. **VOLUNTARY OVERTIME NOTIFICATION**
 - 1. When overtime becomes available, the Officer in Charge (OIC) shall issue a group text message to all dispatchers.
 - 2. Overtime shall be awarded to the first eligible employee who responds.
 - 3. Overtime assignments shall be granted on first-come, first-served basis, with priority given to those volunteering for full shifts or those scheduled for an eight (8) hour day.

- B. **MANDATORY OVERTIME**
 - 1. If no employee volunteers for an overtime shift, the overtime assignment shall be filled by mandating personnel based on the rotating dispatch board.
 - 2. Mandated overtime coverage may include those currently working or those employees scheduled to begin work during the next shift.

- C. **OVERTIME**
 - 1. Dispatchers scheduled to work an eight (8) hour day may be mandated for overtime before or after their shift, regardless of their placement on the rotating dispatch board.

- D. **MAXIMUM HOURS WORKED**
 - 1. Employees shall not be required or permitted to work more than sixteen (16) consecutive hours, except under emergency circumstances as determined by the OIC or designee.
 - 2. In such cases, employees may be mandated to work up to, but not to exceed, eighteen (18) consecutive hours based on operational necessity.
 - 3. Any employee who works sixteen (16) or more consecutive hours must be provided with a minimum of eight (8) hours off duty prior to being required to report for another shift.

 - 4.

15.02 A record of all overtime hours worked by each employee shall be recorded in Precinct Manager on a payroll period basis.

15.03 The provisions of this article related to equalization shall not apply to employees who arrange for compensatory time coverage.

ARTICLE 16 GENERAL LEAVE

16.01 All leaves of absence must be applied for and granted in writing on forms provided by the City (copy to the employee). An employee will be notified in writing within three (3) working days from the date the application was made of the approval or disapproval of any leave of absence. A full-time employee shall accumulate seniority during any leave of absence, except during personal leaves of absence. Upon returning from leaves of absence, the Union will receive notification of the employee's status. No leave will be granted for working other employment.

16.02 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work, and impose disciplinary action up to and including termination. The City has the right to refuse any request for general leave of absence.

ARTICLE 17 LEAVES OF ABSENCE

17.01 If a death occurs among members of the employee's immediate family (spouse, person living as spouse, parent of a minor child(ren), son, daughter, stepchild, mother, father, stepparent, and any person acting in loco parentis), such employee member shall be granted ten (10) days if on an eight (8) hour shift schedule or seven (7) days if on a twelve (12) hour shift schedule of funeral leave, consecutive and contiguous to the death or memorial service without loss of pay, benefits, days off, holidays, or vacation time, provided that such leave may be extended, within the discretion of the Chief of Police, based on individual circumstances.

17.02 If a death occurs among members of the employee's family of brother, sister, father-in-law, or mother-in-law, such employee member shall be granted five (5) days if on an eight (8) hour shift schedule or three (3) days if on a twelve (12) hour shift schedule of funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays, or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based on individual circumstances.

17.03 If a death occurs to a grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandson or granddaughter, brother-in-law, or sister-in-law, aunt or uncle, niece or nephew such employee member shall be granted two (2) days funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time. Employees will complete the appropriate form in Precinct Manager.

17.04 Employee members, while serving upon a jury in any court of record, shall be paid at the employee's regular salary rate for each of the employee's workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In

opinion as to the employee's mental or physical status between the employee's physician and the City's chosen physician, the issue shall be submitted to a third physician specializing in occupational medicine whose decision regarding the ability to perform his or her regular duties shall be final and binding on both parties. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person.

18.09 When an employee retires, resigns or dies, either through service or disability, he or she or his or her estate shall be compensated in cash based upon the daily earning rate at the time of his or her retirement, resignation or death, for one-quarter (1/4) of his or her unused sick time.

18.10 Employees who have accumulated more than one hundred and twenty (120) days of sick time may convert on a three-to-one basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year. Payment to be received during the month of January. The lump sum is part of the employee's regular check.

18.11 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his or her acquired sick time, they may apply for donations of time according to the Sick Time Donation policy.

18.12 Any abuse or patterned use of sick time shall be just and sufficient cause for disciplinary action.

18.13 Paid Parental and Paid Childbirth Leave. Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

ARTICLE 19 SICK LEAVE WITHOUT PAY

19.01 A full-time, hourly employee who has completed their probationary period may be granted a leave of absence without pay (except to the extent they may be entitled to sick pay) for a period not to exceed six (6) months because of personal illness or injury. The employee may, at their option, use any vacation pay prior to going on sick leave without pay. The City will abide by the provisions of the Federal Family Medical Leave Act.

ARTICLE 20 PERSONAL LEAVE

20.01 A full-time employee who has completed their probationary period may be granted time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave shall be granted by the Administrative Captain, provided concurrence and approval are obtained from the Chief of Police. It is agreed that a request for personal leave will not be unreasonably denied. It is further agreed that the employee requesting personal leave shall give the City a minimum of two (2) weeks' written notice, except in cases of extreme emergency.

20.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Chief of Police, with concurrence by the Mayor.

20.03 An employee shall not accumulate seniority during personal leave of absence.

20.04 Employees found to be using the personal leave for purposes other than for the reasons granted shall be subject to discipline up to and including termination.

20.05 An employee may not take an extended personal leave in order to work another job.

ARTICLE 21 LAYOFFS

21.01 Whenever it is necessary for the City to reduce its forces, Dispatcher shall be laid off in the following order:

- A. Employees who have not completed their probationary period.
- B. Employees who have completed their probationary period.
- C. In the event of a lay-off, all affected employees shall be given two (2) weeks advance notice of said lay-off.

21.02 All employees shall be laid off on the basis of seniority within the categories enumerated above. The City will layoff the employee(s) who has the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A".

21.03 In the event of a layoff, the City will advise the Union of the need for the layoff of bargaining unit employees. The City will layoff all employees in the order noted above, before it lays off any regular employees. Therefore, if it is necessary to layoff regular employees as defined above, it shall meet with the Union to review the seniority status of those scheduled for layoff. In the event the City needs to fill the vacated positions, it shall do so on a temporary basis by offering this temporary work first to the bargaining unit employees in the affected areas. The City shall post such temporary vacancies pursuant to the provisions noted. Further, such vacancies will be posted at the same time that the City advises the Union of the need for layoff as defined above.

21.04 If no one bids on the vacancies, the City may fill such vacancies in order of inverse seniority as long as the employee is considered qualified to perform the available work.

ARTICLE 22 RECALL FROM LAYOFF

22.01 Full-time employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given fifteen (15) work days' notice of recall from the date on which the City sends the recall notice to the employee, by certified mail, to his or her last known address as

shown on the City's records. (It is the employee's responsibility to notify the City of a change of address.) The City will maintain a list of those employees who are laid off for a period of thirty-six (36) months. During this period of thirty-six (36) months, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled.

22.02 Any employee recalled requiring additional training to meet the position's qualifications shall be trained at the City's expense, and this training shall occur and be completed within one (1) year of said recall.

ARTICLE 23 PROMOTION/JOB BIDDING

23.01 When a vacancy occurs on any shift in a job in the bargaining unit, or a new job is created, the City shall post for five (5) consecutive days on the Dispatcher bulletin board, a notice of the opening. The notice shall contain the job title, rate of pay, and brief job description and minimum qualifications. Employees who wish to be considered for the posted job must file a written application with the Administrative Captain not later than the end of the posting period.

23.02 The Administration shall provide a receipt for all applications timely file. All applications will be reviewed by the City and the job awarded as soon as possible but not later than within twenty (20) working days on the basis of experience, skill and ability to perform the work in question, provided that the City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job, but any such applicant may grieve a rejected bid by using the Grievance Procedure of this Agreement. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. By the end of the twelfth (12th) working day, a notice shall be posted showing the name of the applicant selected for the opening and the date the applicant is scheduled to start at the new position or indicating that no employee was selected. In the event no bargaining unit employee is selected, each employee who bid will receive a written notice explaining his or her non-selection. The Union shall receive a copy of each job posting at or before the time of posting. As soon as a selection is made, the City shall provide the Union with a list of employees who bid, with each person's date of hire, along with the name of the employee selected.

23.03 An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify, but not more than sixty (60) calendar days. The employee will be considered to have qualified on the new job when he or she satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his or her record as to quality and quantity of work meets the standards applicable to the job. If he or she fails to qualify, he or she shall be returned to his or her former job.

23.04 No employee shall be eligible to bid for any position in the Department of Safety who has not satisfactorily completed the required probationary period.

23.05 Any employee shall be prohibited from bidding successfully on more than two (2) job postings during any calendar year.

23.06 The City agrees that the employees who are on layoff may bid on promotions and will be permitted to call the Department of Human Resources to make inquiry as to their status and position on the recall list.

ARTICLE 24 HOLIDAYS

24.01 All employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	President's Day
Veterans' Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Juneteenth	Easter
Independence Day	Three (3) Personal Days

24.02 Any employee covered by this Agreement may convert their holidays to accumulated time to be used during the calendar year. No more than ninety-six (96) holiday hours may be cashed in at the end of the year. Newly hired employees shall receive all of holidays following their date of hire during the first calendar year of employment. Any unused holiday hours in excess of ninety-six (96) will be forfeited. The personal day earned, pursuant to Article 41, Section 41.02, may be converted to holiday hours and cashed in at the end of the year separately from other holidays. This is paid as part of the employee's regular payroll check.

24.03 Any employee covered by this Agreement may convert holidays to accumulated time to be used or cashed in during the calendar year.

ARTICLE 25 VACATIONS

25.01 All full-time employees who have completed one (1) year or more of service shall earn vacation hours at the first of the year according to the following schedule:

<u>Years of Service</u>	<u>Vacation Weeks</u>
1	2
7	3

13	4
20	5
25	6

25.02 Vacation time shall be earned in one (1) calendar year and taken in subsequent calendar year. Vacation time shall be provided on January first of each year and shall be prorated for employees during their first year of employment.

25.03 A vacation week shall be seven (7) consecutive days off.

25.04 All vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

25.05 If, due to scheduling, an employee's vacation cannot be taken in the year earned and is accumulated and taken in the next subsequent year, the rate of vacation pay shall be at the employee's rate of pay in effect during the year taken.

25.06 Vacation scheduling shall be on an equitable basis consistent with the operating requirements of the Lakewood Police Department and subject, at all times, to the approval of the Chief of Police. Vacation requests, once submitted, shall be decided upon without undue delay, not to exceed forty-eight (48) hours after any request submitted within thirty (30) days of the date requested off, this shall not prohibit approval outside of thirty (30) days.

25.07 Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule which affects the employee's regular days off said employee may, at his or her option, select another vacation period from among those vacation periods remaining and consistent with Section 25.06 above. A Dispatcher may change scheduled vacation to an open week with the following restrictions: The change is at least thirty (30) days in advance of the vacation time requested and the change must not interfere with staffing needs. Vacation changes will be considered on a first come, first served basis.

25.08 If an employee is injured in the line of duty, and as a result of said injury is placed on sick leave during any scheduled vacation period, said employee shall be credited with those vacation days so affected, and upon return to full-time duty be permitted to reselect his or her vacation days in accordance with the terms of this Agreement.

25.09 Dispatchers shall be permitted to accumulate a total of fifty (50) working days of vacation time. Vacation time acquired but not used in excess of fifty (50) days shall be forfeited on December 31st of each year.

A. All personnel will be required to use at least ten (10) vacation days in every year.

- B. Any days in excess of the days to which an employee is entitled may be placed into a bank for accumulation.

25.10 An employee who has notified the Chief of Police in writing of the date of retirement, shall not be required to make a minimum vacation selection, as required in Section 25.09 above.

25.11 Effective January 1, 2023, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio for the purposes of vacation hours earned. Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system.

25.12 Following their selection of two (2) weeks vacation time, vacation time may be taken in one (1) hour increments with the approval of the shift commander.

ARTICLE 26 WAGES

26.01 The following indicate wages increases, and rates can be found in Appendix A.

There shall be a wage adjustment of one thousand dollars (\$1,000) converted to an hourly rate and added to the base hourly rates and a three (3%) wage increase effective January 1, 2026.

26.02 Effective January 1, 2027, there shall be a three (3%) wage increase.

26.03 Effective January 1, 2028, there shall be a four percent (4%) wage increase.

Effective January 1, 2026, the City shall roll-in and add to the base hourly wages the LEADS annual stipend (\$500/year) and the LEADS proficiency and Matron duties hourly stipend (\$1.00/hour) prior to implementing the wage increase provided in Section 26.01.

Dispatchers with 20 years of service shall receive a three (3) percent base pay increase.

26.04 Dispatchers will be trained and maintain certification for Emergency Medical Dispatch (EMD). The City shall roll-in and add to the base hourly wages to the third—fifth hourly wage steps (upon completion of first year of employment) the EMD stipend (\$2.00/hour) prior to implementing the wage increase provided in Section 26.01.

26.05 Effective January 1, 2026, Dispatchers hired through the City of Lakewood dispatcher lateral process shall be placed in the appropriate pay grade based on prior full-time dispatcher experience. For every two (2) years (not to exceed six (6) years) of prior full-time dispatcher experience the lateral dispatcher has, (as verified through the background process) shall receive one (1) year (not to exceed three (3) years) of credit with the City of Lakewood police department for wage purposes only.

ARTICLE 27 LONGEVITY COMPENSATION

27.01 All full-time employees of the bargaining unit shall be paid semi-annually, with the first 1pay in June and December of each year which will be included in the employee’s regular pay, in addition to such salary or compensation that may be provided by the Agreement, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year, computed in accordance with the following semi-annual rate schedule:

5 Years	\$250.00	13 Years	\$650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$850.00	25+ Years	\$1,250.00
10 Years	\$500.00	18 Years	\$900.00		
11 Years	\$550.00	19 Years	\$950.00		
12 Years	\$600.00	20 Years	\$1,00.00		

ARTICLE 28 CALL-IN PAY

28.01 A full-time employee who is called in to work at a time not abutting the beginning or end of his or her regularly scheduled work shift shall receive payment for a minimum of three (3) hours worked at time and one-half (1-1/2) or actual time worked, whichever is greater.

28.02 When an employee is required to work at a time he or she is not regularly scheduled and such duty abuts his or her regularly scheduled shift, the employee shall be paid the actual time worked at the rate of time and one-half (1-1/2) his or her normal rate of pay.

28.03 Any Dispatcher called in to duty shall report within one (1) hour of personal notification to do so.

ARTICLE 29 STAND-BY PAY

29.01 An employee shall receive two (2) hours pay at time and one-half (1-1/2) his or her hourly rate if required to be on stand-by duty by the City. The City shall allow a reasonable time in which to reach employees on stand-by. This pay shall be paid in addition to any hours that an employee is required to work on that day.

- A. In the event it is necessary to place an employee on stand-by, the stand-by assignment shall be offered in order of seniority to all off duty employees. The decision to place a Dispatcher on stand-by shall be made by the Administrative Captain or designee to the Dispatcher.
- B. In the event no employee voluntarily accepts the offer, the stand-by assignment shall be assigned to the least senior off-duty employee available.
- C. Employees on stand-by shall be, and remain, immediately accessible for telephone contact and ready and able to report for work within one (1) hour of said telephone contact.
- D. A “stand-by” overtime form shall be completed by the immediate Supervisor who notified the employee of their stand-by assignment, noting the time and date of same. The employee shall sign the form, if he or she is available.
- E. Stand-by assignments shall not exceed eight (8) continuous hours within a twenty-four (24) hour period, beginning with the start of the stand-by assignment.

ARTICLE 30 SPECIAL ASSIGNMENTS

30.01 Non-bargaining unit employees shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or displaces bargaining unit employees from their regular job assignments on a regular basis. Qualified and trained employees may be used to fill openings on an emergency basis due to the resignation, termination or sick leave of Dispatchers.

ARTICLE 31 HOSPITALIZATION AND INSURANCE

31.01 The City agrees to provide for full-time members and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans; a PPO and HDHP option selected by the City. Prior to changing health care delivery systems, the City will meet and confer with the Union. The PPO plan shall be a 90/10 coinsurance cost share, unless unanimously decided to be changed by the Healthcare Committee.

31.02 The PPO plan offered by the City shall have an employee monthly contribution rate for single coverage not to exceed twelve percent (12%) in 2026 and an employee monthly contribution for family coverage not to exceed eleven percent (11%) of the COBRA rate in 2026, and not to exceed twelve percent (12%) of the COBRA rate in 2027 and 2028.

31.03 The Employer has established an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units, if they choose to be represented and a minimum of one (1) representative of the Employer. The Committee shall meet at least once a quarter for the purpose of exploring cost saving measures and/or alternative health plans. The Committee shall make recommendations regarding health care coverage and such

recommendations shall be presented to each bargaining unit as well as to the City Administration.

The purpose of the Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of decreasing costs for both the city and the employees. An additional goal of the committee is to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee. If the committee approves such proposed new or revised plan or plans, then the employer is authorized to implement such plan or plans at the next annual open enrollment period.

31.12 The City agrees to provide coverage of life insurance to each employee covered by this Agreement in the amount of 1.5 x the employee's annual salary up to \$180,000.

ARTICLE 32 UNIFORMS/MAINTENANCE

32.01 All full-time employees shall receive an annual uniform allowance of \$1,000.00. Such uniform allowance shall be paid semi-annually in the months of March and September of each year and will be included in the employee's regular pay. Uniform allowance payments shall be pro-rated for new-hires and employees separating from employment with the City.

ARTICLE 33 TOOLS AND EQUIPMENT

33.01 The City shall provide all tools and equipment to employees for the proper and safe operation of their jobs.

ARTICLE 34 SAFE WORK PRACTICES

34.01 If at any time an employee is found to be in the possession of or is know to have consumed illegal drugs or alcohol during the workday or at any work site, or has seemingly reported to work under the influence of alcohol or drugs, or has reported to work with the odor of an alcoholic beverage on his or her breath, or becomes disoriented or incoherent, the employee is to be immediately transported to St. Vincent Occupational Health Center for an immediate evaluation.

34.02 Appropriate disciplinary action will be taken against any employee found to be under the influence, and as a condition of employment shall sign a statement of understanding and agree to cease using alcohol and/or illegal drugs, and will also agree to enter into an alcohol/drug rehabilitation program under the direction of the Human Resources Director.

ARTICLE 35 SHIFT PREMIUM

35.01 All full-time employees who work between the hours of 1500 and 0700 shall receive a shift premium of fifty (50) cents per hour for all hours worked during that time.

ARTICLE 36

JOB CLASSIFICATION

36.01 If substantial changes in the method of operation, tools, or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance to Step IV of the Grievance Procedure. Any award of the arbitrator shall be retroactive to the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator shall become part of the wage agreement attached hereto.

ARTICLE 37

INVESTIGATIONS

37.01 When an employee is to be interviewed or required to submit reports as a result of a citizen's complaint, the employee shall be informed of the nature of such complaint prior to such interview or order to submit a report.

37.02 In the event the City is engaged in an investigation of any employee covered by this agreement, the City will issue no news releases or photographs which identify said employee, except as required by law.

37.03 If during, or prior only to, any interrogation session, it appears as though solely criminal charges may result, the employee will be advised of their legal rights to counsel, and will be afforded the right to have an attorney present at any and all interrogation sessions related to the specific incident.

ARTICLE 38

PERSONNEL FILES

38.01 The personnel files for all employees shall be maintained by the Director of Human Resources for the City of Lakewood.

38.02 All full-time employees of the bargaining unit shall have the right to examine their own personnel file (excluding all information related to their probationary period and pre-employment screening), once every six (6) months and with two (2) working days advance notice.

Such request shall be forwarded through channels to the Director of Human Resources. Employees will be required to remain in the Human Resources Department with a member of the Human Resources staff while reviewing their file. Under no circumstances will an employee be allowed to remove a file from the Department of Human Resources.

38.03 An employee may not remove or alter any documents in their file but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting same, through channels, to the Director of Human Resources.

38.04 No unsubstantiated complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

ARTICLE 39 CONFLICT WITH LAW AND SEPARABILITY

39.01 The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

39.02 If it is determined by a court of final jurisdiction, that any provision of this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining articles of this Agreement.

39.03 In the event of an unlawful termination of a section or article of this Agreement, that section or article shall be reopened and the City and Union shall meet within thirty (30) days to negotiate a lawful alternative provision. If the parties cannot resolve the issue among themselves within thirty (30) days of the first meeting, the parties shall submit the issue to arbitration pursuant to the terms of Article 10, Section 10.04.

ARTICLE 40 TRAINING ASSIGNMENT

40.01 The employer may assign an employee the responsibility of training another employee. All Certified Training Officer (CTO) dispatchers shall receive a three percent (3%) increase per hour over their current hourly rate of pay. This will be on an annual basis as long as they maintain their CTO certification.

40.02 An employee temporarily assigned to a classification excluded from the bargaining unit shall maintain his or her seniority and grievance rights within the bargaining unit for the period of said assignment.

ARTICLE 41 PERFECT ATTENDANCE

41.01 All full-time employees covered under this contract who complete a calendar quarter (1/4) of a year with perfect attendance (January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31), with no time absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than seven (7) eight-hour shifts (consecutive or intermittent) for each separate and distinct injury), shall be entitled to receive a bonus equal to twelve (12) hours' pay at his or her current rate of salary. Vacations, holidays, funeral leave, military leave, jury duty/witness leave and union leave shall not be counted as days absent. However, employees who take time off as a result of a serious injury, suffered as a result of a physical altercation with an inmate, shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

41.02 All full-time, permanent employees covered under this contract who complete one (1) year (January 1st through December 31st) with no time absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than seven (7) eight-hour shifts, consecutive or intermittent, for each separate and distinct injury), shall be entitled to an additional personal day off during the following year. However, employees who take time off as a result of a serious injury, suffered as a result of a physical altercation with an inmate, shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

ARTICLE 42 TUITION REIMBURSEMENT

42.01 Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Chief of Police. The City shall reimburse such employees the full tuition expense provide the employee receives a grade of “C” or the equivalent, at the completion of each course. If the employee leaves the Department within five (5) years of such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from the employee’s final payout or make full reimbursement to the City.

ARTICLE 43 COMMUNICABLE DISEASES

43.01 The City recognizes its obligation to be responsive to the employee’s needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be available to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be updated as often as new information is made available.

43.02 The City shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The City agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provides viable options for that affected employee.

ARTICLE 44 MISCELLANEOUS

44.01 All full-time employees shall have a minimum of six (6) “RDO” days off each month.

ARTICLE 45 DURATION

45.01 This Agreement represents an understanding between the City and the Union and it shall be effective from January 1, 2026 through December 31, 2028 and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___day of _____, 2025.

FOR THE CITY

FOR THE UNION

Meghan F. George, Mayor

Chuck Aliff, Staff Representative

Claudia M. Dillinger, HR Director

Bridget Roda, FOP/OLC Associate

APPROVED AS TO LEGAL CORRECTNESS AND FORM.

Jennifer L. Swallow, Chief Asst. Law Director

(To be updated)

APPENDIX A WAGES

APPENDIX B ME TOO

The City and Dispatch Unit agree that should any other bargaining unit receive a total percentage increase to base wages only that is greater than ten (10) percent over the duration of the contract through fact finding or arbitration, the Dispatch Unit shall automatically receive the additional increase.

EXHIBIT D

AGREEMENT

BETWEEN THE

CITY OF LAKEWOOD

AND

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

CORRECTIONS OFFICER UNIT

JANUARY 1, 2026 – DECEMBER 31, 2028

Contents

ARTICLE 1 PURPOSE	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 NON-DISCRIMINATION	1
ARTICLE 4 CHECK-OFF	1
ARTICLE 5 MANAGEMENT RIGHTS	2
ARTICLE 6 NO STRIKE	2
ARTICLE 7 BULLETIN BOARDS	3
ARTICLE 8 UNION REPRESENTATION.....	3
ARTICLE 9 DISCIPLINE	4
ARTICLE 10 GRIEVANCE PROCEDURE	5
ARTICLE 11 PROBATIONARY PERIOD	7
ARTICLE 12 SENIORITY.....	7
ARTICLE 13 HOURS OF WORK	8
ARTICLE 14 OVERTIME	9
ARTICLE 15 EQUALIZATION OF OVERTIME.....	11
ARTICLE 16 GENERAL LEAVE	11
ARTICLE 17 LEAVES OF ABSENCE	12
ARTICLE 18 SICK TIME - LEAVE WITH PAY	12
ARTICLE 19 SICK LEAVE WITHOUT PAY	14
ARTICLE 20 PERSONAL LEAVE	14
ARTICLE 21 LAYOFFS	15
ARTICLE 22 RECALL FROM LAYOFF.....	15
ARTICLE 23 PROMOTION/JOB BIDDING	16
ARTICLE 24 HOLIDAYS.....	17
ARTICLE 25 VACATIONS	17
ARTICLE 26 WAGES.....	19
ARTICLE 27 LONGEVITY COMPENSATION.....	20
ARTICLE 28 CALL-IN PAY	20
ARTICLE 29 STAND-BY PAY.....	21

ARTICLE 30 HOSPITALIZATION AND INSURANCE 21
ARTICLE 31 UNIFORMS/MAINTENANCE 22
ARTICLE 32 TOOLS AND EQUIPMENT 22
ARTICLE 33 SAFE WORK PRACTICES..... 22
ARTICLE 34 SHIFT PREMIUM 23
ARTICLE 35 JOB CLASSIFICATION..... 23
ARTICLE 36 INVESTIGATIONS 23
ARTICLE 37 PERSONNEL FILES 24
ARTICLE 38 CONFLICT WITH LAW AND SEPARABILITY 24
ARTICLE 39 TRAINING ASSIGNMENT..... 24
ARTICLE 40 PERFECT ATTENDANCE 25
ARTICLE 41 TUITION REIMBURSEMENT..... 25
ARTICLE 42 COMMUNICABLE DISEASES..... 26
ARTICLE 43 MISCELLANEOUS 26
ARTICLE 44-DURATION 28
APPENDIX A 29

**ARTICLE 1
PURPOSE**

1.01 This Agreement is made between the City of Lakewood, Ohio, hereinafter referred to as the “City,” and Ohio Patrolmen’s Benevolent Association (OPBA), hereinafter referred to as the “Union.” The “employee” or “employees” where used herein refers to all regular full-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

**ARTICLE 2
RECOGNITION**

2.01 The OPBA is recognized as the sole and exclusive representative for a bargaining unit of all regular full-time Corrections Officer employees in the Department of Public Safety for the purpose of establishing terms and conditions of employment. The City will not recognize any other union, organization or person as the representative for any of the Corrections Officer employees.

**ARTICLE 3
NON-DISCRIMINATION**

3.01 Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Law, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, sex, national origin, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry.

3.02 The City recognizes the right of all Corrections Officers to be free to join the Union. The City agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the City against any employee or any applicant for employment because of Union membership.

**ARTICLE 4
CHECK-OFF**

4.01 The Employer agrees to deduct from the wages and salaries of bargaining unit members dues required by the OPBA by payroll deduction starting with the sixty first (61st) day of employment with the employer or the execution date of this Agreement, whichever comes first.

4.02 An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time during the fifteen (15) day period preceding

the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period.

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

4.04 The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: Determine matters of inherent managerial rights which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work to private industry; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; demote, suspend, discipline, discharge for just cause, layoff, transfer (including the assignment and allocation of work), assign, schedule, promote or retain employees; determine the adequacy of and direct the work force; determine the overall mission of the City as a unit of government; effectively manage and direct the work force and operations; take actions to carry out the mission of the City as a governmental unit; control the premises and facilities, and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the manner in which the work is to be processed or to be subcontracted to outside, independent companies; and determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

5.02 The foregoing is subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 6 NO STRIKE

6.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing, or interference of any kind at any operation or operations of the City.

6.02 Violations of Section 6.01 of this Article shall be proper cause for discipline up to and including termination.

6.03 The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 6.01 of this Article. In the event any violation of Section 6.01 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

6.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 7 BULLETIN BOARDS

7.01 The City shall provide the Union with a locked bulletin board, provided that:

- A. Such bulletin board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of the OPBA and shall be solely for Union business; and
- B. No notice or other writing may contain anything political, controversial or critical of the City or any other institution or of any employee or other person; and
- C. Upon request from an appropriate official of the City, the Union will immediately remove any notice or other writing that the City believes violates Sub-paragraphs A and B, but the Union shall have the right to grieve such action through the grievance procedure.

7.02 Keys shall be provided only to the Associate and the Chief of Police.

ARTICLE 8 UNION REPRESENTATION

8.01 One (1) employee selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the grievance procedure shall be known as an Associate. The Associate may have an alternate who shall act in his absence.

8.02 No Union meetings or other Union activities shall take place during working hours without prior approval of the Administrative Captain or the Chief of Police, provided that an Associate may discuss a grievance with an employee and his supervisor, during the final one-half (1/2) hour of the shift or at a time more convenient to both parties.

8.03 The OPBA shall have access to all meeting areas of the Employer at reasonable times and only so far as any OPBA meetings do not interfere with the employer's business.

8.04 OPBA Staff Representatives or Associates shall have reasonable visitation privileges to the Employer's facilities, public or otherwise for the purpose of administering this Agreement.

8.05 OPBA will be authorized an aggregate of forty (40) hours of paid leave, per calendar year, for the OPBA Associate to use at any time during the year to attend OPBA functions, such as conventions, educational meetings or seminars. The City shall make other reasonable provisions for authorizing vacation leave, holidays or the use of accrued overtime for the members to attend said functions in addition to the above mentioned forty (40) hours.

8.06 OPBA Associates shall attend to the administration of this Agreement (grievances and negotiation sessions) on a no loss/no gain basis.

8.07 The OPBA shall be permitted to place ballot boxes at facilities for the purpose of collecting members' ballots on approval or disapproval of Union issues and the election of officers and delegates of the Union.

ARTICLE 9 DISCIPLINE

9.01 In the event that an employee is suspended or discharged, he will be advised of the reasons for such action. He will be advised of his right to have his Union Associate present and, upon request, will be permitted to discuss his suspension or discharge with the Associate in an area made available by the City before being required to leave the premises. An employee who is suspended or discharged shall be mailed a written notice within forty-eight (48) hours stating the reasons for whatever disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on City premises with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's Local Union Associate within forty-eight (48) hours. All disciplinary action may be appealed by the employee through the grievance procedures outlined herein.

9.02 In imposing discipline on a current charge, the City will not consider any infractions which occurred more than thirty-six (36) months previously.

9.03 In the event that an employee has been recommended for suspension or discharge, prior to any action being taken on such a recommendation, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The City shall notify the employee and his Associate of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss his suspension or discharge with the Associate in an area made available by the City.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees, the OPBA and the City. The procedures specified in this Article are intended to provide a system for fair, expeditious and orderly adjustment of the grievances of employees of the Division of Police.

10.02 A “grievance” is any dispute or difference between the City and the OPBA, which concerns the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary actions, which result in a monetary loss to the employee, except for those involving discharge of non-certified and probationary employees.

10.03 The following procedure shall apply to all grievances arising under this Agreement:

- Step I: An employee who has a grievance should meet with his shift officer-in-charge to attempt to resolve the grievance on an informal basis.
- Step II: If the grievance is not resolved in the informal manner described in Step I, a written grievance must be filed with the Administrative Captain within ten (10) working days of the alleged violation of this Agreement. Within ten (10) working days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, members of the grievance committee and the aggrieved employee(s). Within ten (10) working days of this meeting, the City shall issue a written answer to the grievance.
- Step III: If the grievance is not satisfactorily settled in Step II, the aggrieved employee(s) or the Union may appeal the Step II answer to the Chief of Police or his designated representative within ten (10) working days after the Step II answer was issued. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) or the Union believes the Step II answer is unacceptable. Within ten (10) working days after receipt of the appeal, a grievance meeting shall be scheduled with the Chief of Police or his designated representative, who shall, within ten (10) working days after the close of such meeting, issue a written answer to the grievance.
- Step IV: If the grievance is not satisfactorily settled at Step III, the grievance may be submitted to the OPBA staff representative. The OPBA staff representative will then review the merits of the grievance and decide, not later than fifteen (15) calendar days after the City’s Step III answer was issued, whether or not to recommend further appeal. Should the OPBA staff representative decide not to pursue the grievance further, the grievant(s) shall be so informed and the grievance will be withdrawn from the grievance procedure. The OPBA staff representative’s decision shall be final and binding. Should the OPBA staff representative decide to process the grievance further, the OPBA may, within fifteen (15) days after the City’s Step III answer was issued, file an appeal with

the Mayor or the Mayor's designated representative. Such appeal shall be in writing, include a copy of the original grievance and shall specify the reason why the OPBA representative believes the Step III answer is in error. Grievances involving suspension or termination shall be submitted directly to Step IV. The Mayor or the Mayor's designated representative shall reply in writing within ten (10) working days from the receipt of that appeal.

10.04 Arbitration

- A. If the grievance is not satisfactorily settled at Step IV, the OPBA may submit the matter to The American Arbitration Association requesting a list of arbitrators from the National Academy Panel of Arbitrators of the American Arbitration Association within the time limits specified above and shall be subject to the rules of the Association within thirty (30) days after the Step IV answer was issued.
- B. The arbitrator selected shall have no authority to add to, subtract from or in any way modify any provision of this agreement.
- C. Any fees and expenses of the arbitrator shall be borne equally by the parties.

10.05 Time Limitations

- A. To be considered valid, a grievance must be filed in writing within ten (10) working days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.
- B. If a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally and timely filed, the parties may, by mutual written agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual written agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

10.06 The OPBA (in its capacity as exclusive representative of the employees covered by this Agreement) shall have final authority to withdraw or terminate the processing of a grievance at any step, should the OPBA determine that the grievance lacks merit or justification, or that it has been settled or adjusted in a fair and equitable manner consistent with the terms of this Agreement, and in the interest of the continuing relationship of the parties.

10.07 The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's

decision or at any pre-arbitration step of the procedure, shall be final, conclusive and binding upon the City, the OPBA and the employees.

10.08 The grievance committee shall consist of bargaining unit member(s) designated by the OPBA.

10.09 A labor/management committee consisting of the Director of Human Resources, or his designated representative, the Lakewood Chief of Police, or his designated representative, and representatives of the Corrections Officers shall meet at least once every three (3) months for the purpose of discussing and attempting to resolve any mutual work-related problems.

ARTICLE 11 PROBATIONARY PERIOD

11.01 New full-time employees shall be considered to be on probation for a period of one year and during such probationary period, the City shall have sole discretion to discipline or discharge such employees, and such actions during this period shall not be reviewed through the grievance procedure.

11.02 If an employee is discharged or quits while on probation and is later rehired, they shall be considered a new employee and subject to provisions of Section 11.01 of this Article.

ARTICLE 12 SENIORITY

12.01 Corrections Officers, for the purpose of layoff, seniority shall be their continuous service with the City.

12.02 Corrections Officers shall have no seniority during the probationary period, but upon completion of the probationary period will receive seniority retroactively to the date of hire. The City shall provide the Union with a copy of the seniority list, updated annually. The list shall contain, in order of seniority, the name and date of hire of each employee. Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged for just and proper cause.
- C. Is laid off for a period of more than twenty-four (24) consecutive months.
- D. Fails to report to work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by registered mail to the employee's last known address as shown on the City's records.

- E. Is absent without leave for three (3) or more working days, unless an excuse for absence is accepted, which shall not be unreasonably denied.

**ARTICLE 13
HOURS OF WORK**

13.01 The workday for a full-time Corrections Officer shall consist of eight (8) regularly scheduled, consecutive hours during a twenty-four (24) hour period of time that begins with the start of the employee's regularly scheduled shift, which includes a thirty (30) minute lunch period. During such lunch period, with the permission of the shift commander, which will not be unreasonably denied, Corrections Officers shall be allowed to leave the building for the express purpose of obtaining a food order and for no other purpose. If transportation is necessary, it must be privately owned. The lunch period shall not be extended. Lunch is to be eaten outside of the jail area. The workweek shall commence at 12:01 a.m., on Sunday, and end at midnight, Saturday. This section shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right to establish and change hours of work, shifts and schedule hours, provided that this section shall not be construed to give the City the right to reduce the workweek below forty (40) hours per week for any full-time hourly employee.

If either Party wishes to transition to twelve (12) hour shifts, both Parties must schedule to meet and collectively bargain over shift hours.

13.02 All employees shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for emergencies or other mutually agreed upon schedules.

13.03 There shall be two (2) fifteen (15) minute rest periods on each shift, each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift unless requested by the employee and agreed to by the City. Additionally, employees working overtime shall be entitled to a fifteen (15) minute break after two (2) hours of overtime.

13.04 Notice of Shift Change

Any changes in shift scheduling shall be provided at least seventy-two (72) hours in advance of the schedule change, except in an emergency or unscheduled absence situation.

13.05 Posting of Schedules

Schedules shall be posted for the next month on the 20th of the preceding month.

13.06 Shift Selection

Management shall have the sole and exclusive discretion to establish what shifts, among the following, are staffed:

1st Shift	7 a.m. to 3 p.m.
2nd Shift	3 p.m. to 11 p.m.
3rd Shift	11 p.m. to 7 a.m.
Swing Shift	variable

Subject to the approval of the Chief of Police, whose approval shall not be unreasonably denied, existing employees, on a seniority basis, shall be afforded the opportunity to select their shift assignment by November 1 of the preceding year.

13.07 All new bargaining unit employees must sign up for direct deposit upon hire. All current bargaining unit employees must sign up for direct deposit within 60 days of the ratification of this contract.

13.08 A compensatory time bank will be established, effective on the date this agreement is ratified by the parties. Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half or the applicable overtime rate if not time and one-half. Employees may accumulate no more than 80 hours of compensatory time. Employees eligible for such time shall have the right to receive overtime pay or FLSA compensatory time. The employee will choose his or her option on the appropriate form established by the employer in Precinct Manager. Approval for use of compensatory time for time off will be based on the needs of the department to the extent use of compensatory time for time off will not be unduly disruptive to the department's operations. Any time in the compensatory time bank at the time of the employee's termination will be paid.

ARTICLE 14 OVERTIME

14.01 All overtime must be approved by the Chief of Police or his designated representative and all assigned overtime must be worked and will be compensated for as provided in this Agreement.

14.02 Any hours of duty in excess of eight (8) hours within an employee's regularly scheduled work day shall be compensated at the following rates:

- A. Time and one-half (1-1/2) for all hours on duty in excess of eight (8) hours.
- B. Double time for all hours on duty in excess of twelve (12) hours.
- C. Double time for all hours on duty in excess of eight (8) hours on the following holidays:

New Year's Day	Martin Luther King, Jr. Day
Memorial Day	Veterans' Day
Independence Day	Presidents' Day
Labor Day	Good Friday
Thanksgiving Day	Juneteenth
Christmas Day	

- D. Any employee scheduled off on any of the above listed eleven (11) holidays, who is compelled to work, shall be compensated at the rate of double time.

- E. Any employee who is compelled to perform official overtime duty during scheduled vacation shall be compensated at the rate of double time in accordance with the provisions of this Article.

14.03 Employees required to work on the following days shall be paid at time and one-half (1-1/2):

- New Year's Day
- Independence Day
- Martin Luther King Jr. Day
- Veteran's Day
- President's Day
- Thanksgiving Day
- Good Friday
- Easter Sunday
- Christmas Day
- Memorial Day
- Labor Day
- Juneteenth

14.04 All official court overtime duty ordered by the Director of Public Safety, a superior officer of the Police Department, the Law Director or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court, or in response to a subpoena or similar writ commanding appearance in a criminal, quasi-criminal or civil case, arising out of an incident while on duty as an employee of the Lakewood Police Department shall be compensated at the rate of time and one-half (1-1/2), and any employee who is compelled to perform such official overtime duty at a time not abutting the beginning or end of his regularly scheduled workday shall receive payment for a minimum of three (3) hours worked or actual time worked, whichever is greater.

- A. An employee who is compelled to report in person to a court for trial or to a prosecutor immediately before a trial within two and one-half (2-1/2) hours of completion or a normally scheduled and fully worked third shift, shall be compensated for all time between completion of duty and completion of court related overtime or a minimum of three (3) hours, whichever is greater.

14.05 When an employee is ordered to report for duty by the Director of Public Safety, Chief of Police or superior officer, and the time does not abut the beginning or end of the employee's regularly scheduled workday, the employee shall receive compensation for three (3) hours of overtime or actual time worked, whichever is the greater, computed at time and one-half (1-1/2), unless previously notified not to report for duty. Previously notified shall mean personally notified, or a message delivered to a responsible person by telephone or direct contact at the employee's residence, at least one (1) hour prior to the time directed to report for duty.

- A. An employee who is compelled to report in person for duty within two and one-half (2- 1/2) hours of completion of a normally scheduled and fully worked third shift, shall be

compensated for all time between completion of duty or a minimum of three (3) hours, whichever is greater.

14.06 Any employee detailed or assigned to attend a job-related school, seminar or training session outside Cuyahoga County or contiguous county, except probationary employees attending mandatory courses, shall be considered on duty during actual travel time and be compensated accordingly, to include travel allowance and reimbursement for meals, in accordance with established policy of the City.

14.07 Any employee, at the time of his retirement, shall receive all terminal leave benefits, including accrued overtime, unused vacation time, unused holiday time, accrued longevity, accrued uniform allowance and any other unused compensatory time in one lump sum payment. If an employee dies while in paid status, any terminal leave benefits to his credit, as set forth herein, shall be paid in a lump sum to the surviving spouse, if any, and if there is no surviving spouse, then to the estate of the deceased employee. Nothing in this section shall be construed to supersede or control policies and procedures of the Public Employees Retirement System.

14.08 Two (2) hours at straight time shall be authorized for volunteer blood donors.

ARTICLE 15 EQUALIZATION OF OVERTIME

15.01 The City shall be the sole judge of the necessity of overtime. When overtime is required, and the amount of OT is greater than or equal to four (4) hours the City shall first offer the available overtime to Corrections Officers on the basis of seniority. If no Corrections Officer agrees to work the overtime, the City may require a scheduled Correction Officer to report early or remain on duty to cover the required time(s) on the date(s) in question.

If the amount of overtime is less than four (4) hours, the City shall first offer the available overtime to the Corrections Officer currently working. If the Corrections Officer declines, the City will offer the overtime to the Corrections Officers based on seniority. If no one volunteers, the City may require the Corrections Officer currently working to stay.

15.02 A record of all overtime hours worked by each employee shall be recorded on a list by the City on a payroll period basis in the Precinct Manager system.

ARTICLE 16 GENERAL LEAVE

16.01 All leaves of absence must be applied for and granted in writing on forms provided by the City (copy to the employee). An employee will be notified in writing within three (3) working days from the date the application was made of the approval or disapproval of any leave of absence. A full-time employee shall accumulate seniority during any leave of absence except during personal leaves of absence. Upon returning from leaves of absence, the Union will receive notification of the employee's status.

16.02 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action up to and including termination. The City has the right to refuse any request for general leave of absence.

ARTICLE 17 LEAVES OF ABSENCE

17.01 If a death occurs among members of the employee's immediate family (spouse, person living as spouse, parent of minor child(ren), son, daughter, stepchild, mother, father, stepparent, and any person acting in loco parentis), such employee member shall be granted ten (10) days funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based on individual circumstances. Employees will complete the appropriate form in Precinct Manager.

17.02 If a death occurs among members of the employee's family of brother, sister, father-in-law, mother-in-law, such employee member shall be granted five (5) days funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time, provided that such leave may be extended within the discretion of the Chief of Police, based on individual circumstances. Employees will complete the appropriate form in Precinct Manager.

17.03 If a death occurs to a grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandson, granddaughter, brother-in-law or sister-in-law, niece or nephew, aunt, or uncle, such employee member shall be granted two (2) days funeral leave, consecutive and contiguous to the death or memorial service, without loss of pay, benefits, days off, holidays or vacation time. Employees will complete the appropriate form in Precinct Manager.

17.04 Employee members, while serving upon a jury in any court of record, shall be paid at the employee's regular salary rate for each of the employee's workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. In addition to the compensation provided for herein, any jury fees paid to the employee/juror shall be retained by the employee. Employees will complete the appropriate form in Precinct Manager.

17.05 Employees shall be granted a leave of absence for military duty in accordance with State and Federal laws and local ordinances.

ARTICLE 18 SICK TIME - LEAVE WITH PAY

18.01 All employees shall earn sick time at the rate of 4.6 hours for every eighty (80) hours actually worked and may accumulate such sick leave to nine hundred sixty (960) hours.

18.02 For any leave which qualifies under the Family and Medical Leave Act (“FMLA”), members of the Corrections Officers Unit may use sick time.

18.03 Employees must apply for FMLA regarding FMLA-qualifying events such as an absence of more than three (3) consecutive days due to non-work related or work-related illness or injury, being hospitalized overnight or when a serious medical condition, as defined by FMLA law and regulations, causes intermittent time off. Except as set forth in Section 18.07, employees must utilize their sick time and other paid time off during FMLA leave.

18.04 Sick time shall be utilized only on account of illness or injury incapacitating the employee or an immediate family member (child or spouse) from working and requiring the employee’s absence.

18.05 When an employee is unable to report for duty because of illness or injury, the employee must call and advise his Duty Officer-in-Charge and complete a Certificate of Illness or Injury Form. If the employee is injured or sick from work for more than five (5) consecutive days, or incurs an injury to the back, or has surgery of any kind, or is advised to have surgery, he must complete a Certificate of Illness or Injury Form and have his physician complete the Attending Physician Statement or attach a statement from his physician to the Certificate that indicates he is able to return to regularly assigned duties. Any documents containing medical information must be sent to Human Resources not to the Police Department. Prior to being assigned to duty, this document shall be submitted to the Department of Human Resources in order that the City may determine if a physical is required.

18.06 Whenever an employee is absent due to illness or injury, that employee must secure permission from the Duty Officer-in-Charge before leaving his home.

18.07 An employee who is absent due to illness or injury whether their own or an eligible family members, shall not be permitted to engage in any other outside employment during the period of his absence, nor may he return to such outside employment until he is assigned to duty. The Chief of the Division of Police shall take such steps as he deems necessary to prevent the improper taking of sick time.

18.08 No employee shall be charged for sick time or time off against his or her accumulated sick time bank for any time taken as a result of an injury or illness incurred while in the lawful performance of his or her duties. Employees with certified workers’ compensation injuries will be eligible for salary continuation for one (1) year from date of injury as long as the absence is covered by the certified workers’ compensation claim. However, the City has the right to review the employee’s physical and mental status during his or her absence in order to determine his or her ability to return to work. If authorized by proper medical authority, the City shall have the right to call the employee to work to perform other light duties. Should it be determined by proper medical authority that the employee will not be able to return to normal duties, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee’s mental or physical status between the employee’s physician and the City’s

physician, the issue shall be submitted to a third-party physician specializing in occupational medicine whose decision regarding the ability to perform his or her regular duties shall be final and binding on both parties. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. Claims denied by the Bureau of Workers' Compensation (BWC) shall not be eligible for coverage under this section. Any payment made prior to such determination by the BWC shall be deducted from the employee's accumulated sick time first.

18.09 When an employee retires, resigns or dies, either through service or disability, he, she or his or her estate shall be compensated in cash based upon the daily earning rate at the time of his or her retirement, resignation or death, for one-quarter (1/4) of his unused sick time.

18.10 Employees who have accumulated more than one hundred and twenty (120) days of sick time (960 hours) may convert on a three-to-one basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year. Payment to be received as part of the employee's regular paycheck during the month of January.

18.11 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his or her acquired sick time, the employee may apply for a Sick Time Donation as stated in the Personnel Policy and Procedure manual.

18.12 Any abuse or patterned use of sick time shall be just and sufficient cause for disciplinary action.

18.13 Paid Parental and Paid Childbirth Leave

- A. Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

**ARTICLE 19
SICK LEAVE WITHOUT PAY**

19.01 A full-time, hourly employee who has completed their probationary period may be granted a leave of absence without pay (except to the extent they may be entitled to sick pay) for a period not to exceed six (6) months because of personal illness or injury. The employee may, at his or her option, use any vacation pay prior to going on sick leave without pay. The City will abide by provisions in the Federal Family and Medical Leave Act.

**ARTICLE 20
PERSONAL LEAVE**

20.01 A full-time employee who has completed their probationary period may be granted time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave shall be granted by the administration officer, provided concurrence and approval are obtained from the Chief of Police. It is agreed that a request for personal leave will not be unreasonably

denied. It is further agreed that the employee requesting personal leave shall give the City a minimum of two (2) weeks' written notice except in cases of extreme emergency.

20.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Chief of Police with concurrence by the Mayor.

20.03 An employee shall not accumulate seniority during personal leaves of absence.

20.04 Employees found to be using the personal leave for purposes other than for the reasons granted shall be subject to discipline up to and including termination. Personal leaves will not be granted for an employee to work another job.

ARTICLE 21 LAYOFFS

21.01 Whenever it is necessary for the City to reduce its' forces, Corrections Officers shall be laid off in the following order:

- A. Employees who have not completed their probationary period.
- B. Employees who have completed their probationary period.
- C. In the event of a layoff, all affected employees shall be given two (2) weeks advance notice of said layoff.

21.02 All employees shall be laid off on the basis of seniority within the categories enumerated above. The City will layoff the employee(s) who has the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A."

21.03 In the event of a layoff, the City will advise the Union of the need for the layoff of bargaining unit employees. The City will layoff all employees in the order noted above, before it lays off any regular employees. Therefore, if it is necessary to layoff regular employees as defined above, it shall meet with the Union to review the seniority status of those scheduled for layoff. In the event the City needs to fill the vacated positions, it shall do so on a temporary basis by offering this temporary work first to the bargaining unit employees in the affected areas. The City shall post such temporary vacancies pursuant to the provisions noted. Further, such vacancies will be posted at the same time that the City advises the Union of the need for layoff as defined above.

21.04 If no one bids on the vacancies, the City may fill such vacancies in order of inverse seniority as long as the employee is considered qualified to perform the available work.

ARTICLE 22 RECALL FROM LAYOFF

22.01 Full-time employees shall be recalled in the reverse order of their layoff. An employee on layoff will be given fifteen (15) workdays' notice of recall from the date on which the City sends the recall notice to the employee by certified mail to his last known address as shown on the City's records. (It is the employee's responsibility to notify the City of a change of address.) The City will maintain a list of those employees who are laid off for a period of thirty-six (36) months. During this period of thirty-six (36) months, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled.

22.02 Any employee recalled requiring additional training to meet the position's qualifications shall be trained at the City's expense and this training shall occur and be completed within one (1) year of said recall.

ARTICLE 23 PROMOTION/JOB BIDDING

23.01 When a vacancy occurs on any shift in a job in the bargaining unit or a new job is created, the City shall post for five (5) consecutive days on the Corrections Officer bulletin board, a notice of the opening. The notice shall contain the job title, rate of pay, a brief job description and minimum qualifications. Employees who wish to be considered for the posted job must file a written application with the Administrative Captain not later than the end of the posting period.

23.02 The administration shall provide a receipt for all applications timely filed. All applications will be reviewed by the City and the job awarded as soon as possible but not later than within twenty (20) working days on the basis of experience, skill and ability to perform the work in question, provided that the City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job, but any such applicant may grieve a rejected bid by using the grievance procedure of this Agreement. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. By the end of the twelfth (12th) working day, a notice shall be posted showing the name of the applicant selected for the opening and the date the applicant is scheduled to start at the new position or indicating that no employee was selected. In the event that no bargaining unit employee is selected, each employee who bid will receive a written notice explaining his non-selection. The Union shall receive a copy of each job posting at or before the time of posting. As soon as a selection is made, the City shall provide the Union with a list of employees who bid, with each person's date of hire, along with the name of the employee selected.

23.03 An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify, but not more than sixty (60) calendar days. The employee will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision that is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standards applicable to the job. If he fails to qualify, he shall be returned to his former job.

23.04 No employee shall be eligible to bid for any position in the Department of Safety who has not satisfactorily completed the required probationary period.

23.05 Any employee shall be prohibited from bidding successfully on more than two (2) job postings during any calendar year.

23.06 The City agrees that employees who are on layoff may bid on promotions and will be permitted to call the Human Resources Office to make inquiry as to their status and position on the recall list.

ARTICLE 24 HOLIDAYS

24.01 All employees shall receive the following paid holidays:

- New Year's Day
- Labor Day
- Martin Luther King Jr. Day
- Veteran's Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Thanksgiving Day
- Christmas Day
- Easter Sunday
- Employee's Birthday
- Three (3) Personal Days

24.02 Any employee covered by this Agreement may convert their holidays to accumulated time to be used during the calendar year. No more than eighty-eight (88) holiday hours may be cashed in at the end of the year. Any unused holiday hours in excess of eighty-eight (88) will be forfeited. The personal day earned, pursuant to Article 40, Section 40.02, may be converted to holiday hours and cashed in at the end of the year separately from other holidays.

24.03 Any employee covered by this Agreement may convert holidays to accumulated time to be used or cashed in during the calendar year.

ARTICLE 25 VACATIONS

25.01 All employees who have completed one (1) year or more of service as of June 1, shall earn vacation hours according to the following schedule:

<u>Weeks</u>	<u>Working Days</u>
6	1
11	2
16	3
21	4
26	5
31	6
36	7
41	8
46	9

<u>Years of Service</u>	<u>Vacation Weeks</u>
1	2
7	3
13	4
20	5

25.02 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year.

25.03 A vacation week shall be seven (7) consecutive days off.

25.04 All vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

25.05 If, due to scheduling, an employee's vacation cannot be taken in the year earned and is accumulated and taken in the next subsequent year, the rate of vacation pay shall be at the employee's rate of pay in effect during the year taken.

25.06 Vacation scheduling shall be on an equitable basis consistent with the operating requirements of the Lakewood Police Department and subject at all times to the approval of the Chief of Police.

25.07 Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule, which affects the employee's regular days off, said employee may, at his option, select another vacation period from among those vacation periods remaining and consistent with Section 25.06 above. A Corrections Officer may change scheduled vacation to an open week with the following restrictions: The change is at least thirty (30) days in advance of the vacation time requested and the change must not interfere with manpower needs. Vacation changes will be considered on a first come, first served basis.

25.08 If an employee is injured in the line of duty and, as a result of said injury, is placed on sick leave during any scheduled vacation period, said employee shall be credited with those vacation

days so affected and, upon return to full-time duty, be permitted to reselect his vacation days in accordance with the terms of this Agreement.

25.09 Employees hired prior to March 1, 1990, shall be permitted to accumulate a total of fifty (50) working days of vacation time. Vacation time acquired but not used in excess of fifty (50) days shall be forfeited on December 31st of each year.

- A. All personnel will be required to use at least ten (10) vacation days in every year.
- B. Any days in excess of the days to which an employee is entitled may be placed into a bank for accumulation.
- C. To accumulate vacation, the employee shall complete the required form and forward it to the office of the Chief of Police between September 15th and October 1st of the year preceding selection.

25.10 Any employee hired after February 28, 1990, shall be required to take all vacation hours in the calendar year following the calendar year in which earned.

25.11 An employee who has notified the Chief of Police, in writing, of his date of retirement, shall not be required to make a minimum vacation selection as required in Section 25.09 above.

25.12 Effective January 1, 2023, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio for the purposes of vacation hours earned. Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system.

25.13 Following their selection of two (2) weeks' vacation time, vacation time may be taken in one (1) hour increments with the approval of the Administrative Captain and affected Shift Commander.

ARTICLE 26 WAGES

26.01 Effective January 1, 2026 there shall be a three percent (3%) wage increase. All full-time employees shall be paid at the following hourly rate as reflected in Appendix A.

26.02 Effective January 1, 2027 there shall be a three percent (3%) wage increase. All full-time employees shall be paid at the following hourly rate as reflected in Appendix A.

26.03 Effective January 1, 2028, there shall be a four percent (4%) wage increase. All full-time employees shall be paid at the following hourly rate as reflected in Appendix A.

26.04 Effective January 1, 2026, all employees shall receive a hiring and retention bonus of \$1,000.00. The City shall roll up this bonus into the employees' base wages. This is reflected in the wage scale as shown in Appendix A.

26.05 Effective January 1, 2026, the \$2.00/hour hazard pay, \$1.00/hour Intoxilyzer Certification pay, and LEADS proficiency \$500.00 stipend and \$0.80/hour additional pay, shall be rolled up

into the employees' base wages. This is reflected in the wage scale as shown in Appendix A.

ARTICLE 27
LONGEVITY COMPENSATION

27.01 All full-time employees of the bargaining unit shall be paid semi-annually, with the first pay in June and December of each year, in addition to such salary or compensation that may be provided by this Agreement, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year, computed in accordance with the following semi-annual rate schedule:

5 Years	\$250.00	13 Years	\$650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$850.00	25+ Years	\$1,250.00
10 Years	\$500.00	18 Years	\$900.00		
11 Years	\$550.00	19 Years	\$950.00		
12 Years	\$600.00	20 Years	\$1,000.00		

ARTICLE 28
CALL-IN PAY

28.01 A full-time employee who is called in to work at a time not abutting the beginning or end of his regularly scheduled work shift shall receive payment for a minimum of three (3) hours worked at time and one-half (1-1/2) or actual time worked, whichever is greater.

28.02 When an employee is required to work at a time he is not regularly scheduled and such duty abuts his regularly scheduled shift, the employee shall be paid the actual time worked at the rate of time and one-half (1-1/2) his normal rate of pay.

28.03 Any Corrections Officer called in to duty shall report within one (1) hour of personal notification to do so.

**ARTICLE 29
STAND-BY PAY**

29.01 An employee shall receive two (2) hours pay at time and one-half (1-1/2) his hourly rate if required to be on stand-by duty by the City. The City shall allow a reasonable time in which to reach employees on stand-by. This pay shall be paid in addition to any hours that an employee is required to work on that day.

- A. In the event it is necessary to place an employee on stand-by, the stand-by assignment shall be offered in order of seniority to all off-duty employees. The decision to place a Corrections Officer on stand-by shall be made by the Administrative Captain or his designee to the Corrections Officer.
- B. In the event no employee voluntarily accepts the offer, the stand-by assignment shall be assigned to the least senior off-duty employee available.
- C. Employees on stand-by shall be, and remain, immediately accessible for telephone contact and ready and able to report for work within one (1) hour of said telephone contact.
- D. A "stand-by" overtime form shall be completed by the immediate supervisor who notified the employee of their stand-by assignment, noting the time and date of same. The employee shall sign the form, if he is available.
- E. Stand-by assignments shall not exceed eight (8) continuous hours within a twenty-four (24) hour period, beginning with the start of the stand-by assignment.

**ARTICLE 30
HOSPITALIZATION AND INSURANCE**

30.01 The City agrees to provide for full-time members and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans selected by the City. Prior to changing health care delivery systems, the City will meet and confer with the OPBA.

30.02 The City shall pay the remaining cost of the plan premium of expected costs of such medical and prescription drug plan. The member contribution shall be withheld via payroll deductions not later than the first pay period of each month.

30.03 The City agrees to provide coverage of life insurance to each employee covered by this agreement in the amount not to exceed \$180,000.

30.04 The employer shall establish an insurance committee of one (1) to three (3) representatives from each of the City's bargaining units and a minimum of one (1) representative of the employer. The employee-management committee represented by between one and three employees from each of the city's seven bargaining units and at least one representative of management, formed in a prior collective bargaining agreement, shall continue through the duration of this agreement. The employer shall and the members of the committee may provide advisors or facilitators to assist the committee regarding health care issues. The committee will meet as often as necessary to complete its work, with a target of at least one meeting per quarter.

The purpose of the Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of decreasing costs for both the city and the employees. An additional goal of the committee is review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee. If the committee unanimously approves such proposed new or revised plan or plans, then the employer is authorized to implement such plan or plans at the next annual open enrollment period.

ARTICLE 31 UNIFORMS/MAINTENANCE

31.01 All full-time employees shall receive an annual uniform allowance of \$800.00. Such uniform allowance shall be paid in March and be included in the employee's regular paycheck. Uniform allowances shall be prorated for newly hired employees and employees separating from employment.

ARTICLE 32 TOOLS AND EQUIPMENT

32.01 The City shall provide all tools and equipment to employees for the proper and safe operation of their jobs.

ARTICLE 33 SAFE WORK PRACTICES

33.01 If at any time an employee is found to be in the possession of, or is known to have consumed illegal drugs or alcohol during the workday or at any work site, or has seemingly reported to work under the influence of alcohol or drugs, or has reported to work with the odor of an alcoholic beverage on his breath, or becomes disoriented or incoherent, the employee is to be immediately transported to the city's occupational health facility for an immediate evaluation.

33.02 Appropriate disciplinary action will be taken against any employee found to be under the influence and, as a condition of employment, shall sign a statement of understanding and agree to cease using alcohol, and will also agree to enter into an alcohol/drug rehabilitation program under the direction of the Human Resources Director.

ARTICLE 34 SHIFT PREMIUM

34.01 All full-time employees who work four (4) hours or more as part of a regular shift assignment between the hours of 2:30 p.m. and 8:30 a.m. shall receive a shift premium of forty-five (45) cents per hour for all hours worked during the second shift. In addition, all employees who work a regular rotating shift shall receive a fifty-five (55) cent per hour shift premium for all regular hours worked. Employees regularly assigned to first or day shift, and the second or evening shift, shall receive the third shift premium for all overtime hours worked during the third shift. Employees assigned to the first and second shifts will not receive the third shift premium for hours they work on third shift as a result of a time trade with another employee.

ARTICLE 35 JOB CLASSIFICATION

35.01 If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification, and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step 4 of the grievance procedure. Any award of the arbitrator shall be retroactive to the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

ARTICLE 36 INVESTIGATIONS

36.01 When an employee is to be interviewed or required to submit reports as a result of a citizen's complaint, the employee shall be informed of the nature of such complaint prior to such interview or order to submit a report.

36.02 In the event the City is engaged in any criminal investigation of any employee covered by this Agreement, the City will issue no news releases or photographs which identify said employee but will refer all inquiries to the appropriate Prosecutor's Office.

36.03 If during, or prior only to, any interrogation session, it appears as though solely criminal charges may result, the employee will be advised of their legal rights to counsel and will be

afforded the right to have an attorney present at any and all interrogation sessions related to the specific incident.

ARTICLE 37 PERSONNEL FILES

37.01 The personnel files for all employees shall be maintained by the Human Resources Director for the City of Lakewood.

37.02 All full-time employees of the bargaining unit shall have the right to examine their own personnel file (excluding all information related to their probationary period and pre-employment screening). Employees will be required to remain in the Human Resources Department with a member of the Human Resources staff while reviewing their file. Under no circumstances will an employee be allowed to remove a file from the Department of Human Resources.

37.03 An employee may not alter any documents in their file but may place written clarification, explanation or rebuttal to any of its' contents which may be of a negative nature by submitting same, through channels, to the Human Resources Director.

37.04 No unsubstantiated complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's primary file.

ARTICLE 38 CONFLICT WITH LAW AND SEPARABILITY

38.01 The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

38.02 If it is determined by a court of final jurisdiction that any provision of this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining articles of this Agreement.

38.03 In the event of an unlawful determination of a section or article of this Agreement, that section or article shall be reopened, and the City and Union shall meet within thirty (30) days to negotiate a lawful alternative provision. If the parties cannot resolve the issue among themselves within thirty (30) days of the first meeting, the parties shall submit the issue to arbitration pursuant to the terms of Article 10, Paragraph IO.04.

ARTICLE 39 TRAINING ASSIGNMENT

39.01 The employer may assign an employee the responsibility of training another bargaining unit employee. The employee assigned responsibility for training shall receive \$250.00 for each year such responsibility is assigned.

39.02 An employee temporarily assigned to a classification excluded from the bargaining unit shall maintain his seniority and grievance fights within the bargaining unit for the period of said assignment.

ARTICLE 40 PERFECT ATTENDANCE

40.01 All full-time employees covered under this contract who complete a calendar quarter (1/4) of a year with perfect attendance (January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 30), with no time absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than seven (7) eight-hour shifts (consecutive or intermittent) for each separate and distinct injury), shall be entitled to receive a bonus equal to twelve (12) hours' pay at his current rate of salary, for each calendar quarter (1/4) in which no absence is recorded. These payments will be included in the employee's regular paycheck. Vacations, holidays, funeral leave, military leave, jury duty/witness leave and union leave shall not be counted as days absent. However, employees who take time off as a result of a serious injury, suffered as a result of a physical altercation with an inmate, shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

40.02 All full-time, permanent employees covered under this contract who complete one (1) year (January 1st through December 31st) with no time absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than seven (7) eight-hour hour shifts, consecutive or intermittent, for each separate and distinct injury), shall be entitled to an additional eight (8) hour personal day off during the following year. However, employees who take time off as a result of a serious injury, suffered as a result of a physical altercation with an inmate, shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

ARTICLE 41 TUITION REIMBURSEMENT

41.01 Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Chief of Police. The City shall reimburse such employees the full tuition expense provided the employee receives a grade of "C" or the equivalent, at the completion of each course. If the employee leaves the Department within five (5) years of

such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from his final payout or make full restitution to the City.

ARTICLE 42 COMMUNICABLE DISEASES

42.01 The City recognizes its obligation to be responsive to the employee's needs regarding communicable diseases. Detailed policy and procedures shall continue to be in place regarding proactive preventative measures. This policy and procedure shall be available to each bargaining unit member. It shall discuss and describe treatment of citizens and the precautions which should be practiced for one's self-protection. Said policy and procedures shall be updated as often as new information is made available.

42.02 The City shall issue members all equipment and supplies necessary to reasonably protect the member from contracting communicable diseases within the work environment. The City agrees to cooperate with members with terminal illness seeking to utilize the pension system disability program and/or retirement system that provides viable options for that affected employee.

ARTICLE 43 MISCELLANEOUS

43.01 All full-time employees on the swing shift shall have a minimum of six (6) "RDO" days off each month.

43.02 Reinstatements

- A. Bargaining unit employees who have completed their probationary period and who have terminated their employment for reasons not related to a disciplinary matter may be reinstated to their previous position, at the discretion of the City, within one (1) year of the date of termination.
- B. For purposes of initial placement in the wage scale, a reinstated employee will be credited with one (1) month for each three (3) full months of prior service in the job classification with the City of Lakewood, and will be placed at the appropriate point on the wage schedule in recognition of said prior service (e.g., an employee with 42 months of prior service in the classification would be placed at the 12 month rate). Thereafter, the employee will advance through the wage schedule to any higher step upon the completion of six (6) month service increments.
- C. Reinstated employees shall be required to successfully complete a six (6) month probationary period.

- D. In accordance with Article 25 (Vacations), Section 25.12, reinstated employees shall be credited with prior service with the City of Lakewood exclusively for the purposes of the accrual of vacation time.

**ARTICLE 44
DURATION**

44.01 This Agreement represents an understanding between the City and the Union, and it shall be effective from January 1, 2026 through December 31, 2028 and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after December 31, 2019, either party gives fourteen (14) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of _____, 2025.

FOR THE CITY

FOR THE UNION

Meghan F. George, Mayor

Amanda Hays, OPBA Attorney

Claudia M. Dillinger HR Director

Matthew Irmiter, Union Director

APPROVED AS TO LEGAL CORRECTNESS AND FORM

Jennifer L. Swallow, Asst. Law Director

APPENDIX A

Wages

2026 (3%)		
1 Year	2 Years	3 Years
\$ 28.06	\$ 29.33	\$ 31.16

2027 (3%)		
1 Year	2 Years	3 Years
\$ 28.90	\$ 30.21	\$ 32.09

2028 (4%)		
1 Year	2 Years	3 Years
\$ 30.06	\$ 31.42	\$ 33.37

Title	2023-2025 Corrections Contract Final
File name	23-2025 Lakewood ...(CO's) FINAL .pdf
Document ID	c2ffa472dfcdde5701154c1b6cce620e5e78a60b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

11 / 30 / 2022

20:47:44 UTC

Sent for signature to Jennifer Swallow (jennifer.swallow@lakewoodoh.net), Claudia Dillinger (claudia.dillinger@lakewoodoh.net), Meghan George (meghan.george@lakewoodoh.net), Adam Chaloupka (achaloupka@opba.com) and Matthew Irmiter (matthew.irmiter@lakewoodoh.net) from claudia.dillinger@lakewoodoh.net
IP: 207.89.32.194



VIEWED

11 / 30 / 2022

20:48:03 UTC

Viewed by Claudia Dillinger (claudia.dillinger@lakewoodoh.net)
IP: 207.89.32.194



SIGNED

11 / 30 / 2022

20:48:45 UTC

Signed by Claudia Dillinger (claudia.dillinger@lakewoodoh.net)
IP: 207.89.32.194



VIEWED

11 / 30 / 2022

20:55:17 UTC

Viewed by Meghan George (meghan.george@lakewoodoh.net)
IP: 207.89.32.194

Title	2023-2025 Corrections Contract Final
File name	23-2025 Lakewood ...(CO's) FINAL .pdf
Document ID	c2ffa472dfcdde5701154c1b6cce620e5e78a60b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



11 / 30 / 2022
20:55:27 UTC

Signed by Meghan George (meghan.george@lakewoodoh.net)
IP: 207.89.32.194



11 / 30 / 2022
21:00:46 UTC

Viewed by Jennifer Swallow (jennifer.swallow@lakewoodoh.net)
IP: 207.89.32.194



11 / 30 / 2022
21:01:16 UTC

Signed by Jennifer Swallow (jennifer.swallow@lakewoodoh.net)
IP: 207.89.32.194



12 / 01 / 2022
16:42:38 UTC

Viewed by Adam Chaloupka (achaloupka@opba.com)
IP: 74.141.58.138



12 / 01 / 2022
16:44:57 UTC

Signed by Adam Chaloupka (achaloupka@opba.com)
IP: 74.141.58.138



12 / 01 / 2022
21:15:27 UTC

Viewed by Matthew Irmiter (matthew.irmiter@lakewoodoh.net)
IP: 207.89.32.194

Title	2023-2025 Corrections Contract Final
File name	23-2025 Lakewood ...(CO's) FINAL .pdf
Document ID	c2ffa472dfcdde5701154c1b6cce620e5e78a60b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



12 / 01 / 2022
21:17:13 UTC

Signed by Matthew Irmiter (matthew.irmiter@lakewoodoh.net)
IP: 207.89.32.194



COMPLETED

12 / 01 / 2022
21:17:13 UTC

The document has been completed.

EXHIBIT E

AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD

AND

LOCAL UNION 1043

AND

OHIO COUNCIL 8

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL
EMPLOYEES, AFL-CIO**

Public Works Chapter

January 1, 2026 to December 31, 2028

Table of Contents

ARTICLE 1	PURPOSE	4
ARTICLE 2	RECOGNITION.....	4
ARTICLE 3	NON-DISCRIMINATION.....	4
ARTICLE 4	CHECK-OFF.....	4
ARTICLE 5	MANAGEMENT RIGHTS.....	6
ARTICLE 6	NO STRIKE	7
ARTICLE 7	BULLETIN BOARDS	7
ARTICLE 8	UNION REPRESENTATION	7
ARTICLE 9	DISCIPLINE	9
ARTICLE 10	GRIEVANCE PROCEDURE.....	9
ARTICLE 11	PROBATIONARY PERIOD	12
ARTICLE 12	SENIORITY	12
ARTICLE 13	HOURS OF WORK	13
ARTICLE 14	OVERTIME - PREMIUM PAY	14
ARTICLE 15	EQUALIZATION OF OVERTIME	15
ARTICLE 16	GENERAL LEAVE/PERSONAL LEAVE.....	18
ARTICLE 17	LEAVES OF ABSENCE	18
ARTICLE 18	SICK TIME PAY & PAID PARENTAL/CHILDBIRTH LEAVE.....	20
ARTICLE 19	SUBCONTRACTING	21
ARTICLE 20	UNION LEAVE.....	22
ARTICLE 21	LAYOFFS	23
ARTICLE 22	RECALL FROM LAYOFF	24
ARTICLE 23	PROMOTION - JOB BIDDING.....	24
ARTICLE 24	HOLIDAYS	26
ARTICLE 25	VACATIONS	27
ARTICLE 26	WAGES.....	29
ARTICLE 27	LONGEVITY COMPENSATION	29
ARTICLE 28	CALL-IN PAY	30
ARTICLE 29	STAND-BY/ON-CALL PAY	30
ARTICLE 30	SPECIAL ASSIGNMENTS.....	30
ARTICLE 31	HOSPITALIZATION AND INSURANCE.....	31
ARTICLE 32	UNIFORMS	32
ARTICLE 33	TOOLS AND EQUIPMENT	32
ARTICLE 34	SAFE WORK PRACTICES	32
ARTICLE 35	FOUL WEATHER GEAR, GLOVES, BOOTS	33
ARTICLE 36	SHIFT PREMIUM	33
ARTICLE 37	JOB CLASSIFICATION	33
ARTICLE 38	MISCELLANEOUS.....	34
ARTICLE 39	ATTENDANCE BONUS	34
ARTICLE 40	SPECIAL LICENSES	35
ARTICLE 41	LEGALITY	37
ARTICLE 42	PERSONNEL FILES	37
ARTICLE 44	LABOR/MANAGEMENT & SAFETY/TRAINING COMMITTEE	38

ARTICLE 45	MILEAGE.....	38
ARTICLE 46	DURATION.....	38
APPENDIX A	WAGES.....	40
APPENDIX B	SUBCONTRACTING ANNOUNCEMENT.....	47
APPENDIX C	UNIFORMS MOU.....	47

ARTICLE 1

PURPOSE

1.01 This Agreement is made between the City of Lakewood, Ohio, hereinafter referred to as the "City," and Ohio Council 8 and Local 1043 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein, refers to all regular full-time and part-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2

RECOGNITION

2.01 The Union is recognized as the sole and exclusive representative for a bargaining unit of all regular full-time and part-time Department of Public Works employees in the classifications contained in Appendix A for the purpose of establishing terms and conditions of employment, but excluding all Foreman Class A, supervisors, professionals (as defined by the collective bargaining act), office clerical, administrative employees, guards and security (as defined by the Collective Bargaining Act) and students. The City will not recognize any other union, organization or person as the representative for any of the Department of Public Works employees in the bargaining unit.

2.02 Notwithstanding Section 2.01 the parties have mutually agreed to add to this bargaining unit the Traffic Signal Tech I and Traffic Signal Tech II positions. The parties have jointly petitioned SERB to make these changes.

ARTICLE 3

NON-DISCRIMINATION

3.01 The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment.

ARTICLE 4

CHECK-OFF

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

4.02 The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing the employee's signature, provided that:

4.03 An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time. Revocation of Union membership does not revoke union dues authorization, which may be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked Union membership, for a period of one (1) year from the date of the execution of the dues' checkoff authorization and for year to year thereafter, unless the employee gives employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

4.04 The City's obligation to make deduction shall terminate automatically upon termination of employment or transfer to a job classification outside the bargaining unit.

4.05 The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues. The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically accepted above.

4.06 Employees may authorize the City to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deductions (check-off). Upon receipt of the employee's PEOPLE deduction authorization, the City shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted and processed separately from dues or fair share deductions.

4.07 The City authorizes ACH transfer payment of Union dues.

Section 1. Upon the presentation of a written deduction authorization signed by the employee, the employer shall deduct Union dues, initiation fees, and assessments from the pay of bargaining unit employees in accordance with the terms of this executed authorization. The Union shall notify the Employer of the amounts to be deducted. Deductions shall be made from the pay of employees (monthly/biweekly).

Section 2. Previously signed and un-revoked authorization cards shall continue to be effective for current and reinstated employees.

Section 3. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8 , AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account information.

Section 4. The Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org subject line: Local 1043, Pay date __/__/__:

1) Dues List: name (last name, first name, middle initial) current address, phone number, department/work unit, last four digits of the social security number and the amount of the deduction for each employee, as well as, the total amount of the dues deducted for all employees for the pay period of the report.

2) Non-member list: In alpha order by last name. The current name, address, phone number and department/work unit of each bargaining unit employee who are non-members.

3) Dropped employees: In alpha order by last name, last four digits of social security number, current address and phone number of bargaining unit employees who were dropped from the previous dues list and the reason each was dropped.

4) Total remittance amount.

This section shall be deemed complied with if one list containing fields with all of the above information (including a field showing whether an employee is a union member or non-member) is provided by the Employer to the Union in Excel format for all bargaining unit employees. The grouping of members and non-members, and the totals required by the section shall be calculated and/or organized by the Union using the fields provided in the Excel format.

ARTICLE 5

MANAGEMENT RIGHTS

5.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to:

- 1) determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organization structure;
- 2) direct, supervise, evaluate and hire employees;
- 3) maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work;
- 4) manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be;
- 5) suspend, discipline or discharge for just cause;
- 6) layoff, transfer (including the assignment and allocation of work) within departments or to other departments, assign, schedule, promote or retain employees;
- 7) determine the adequacy of and direct the work force;
- 8) determine the overall mission of the City as a unit of government and take actions to carry out that mission;
- 9) effectively manage and direct the work force and operations;
- 10) control the premises and facilities, and determine the number and location of facilities;
- 11) promulgate and enforce reasonable employment rules and regulations;
- 12) introduce new and/or improved equipment, methods and/or facilities;
- 13) determine the size, duties and work methods of the work force;
- 14) determine the number of shifts required and work schedules;
- 15) establish, modify, consolidate or abolish jobs (or classifications);
- 16) determine the manner in which the work is to be processed or to be subcontracted to outside, independent companies;
- 17) determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

5.02 The foregoing is subject to the restrictions and regulations governing the exercises of these rights as are expressly provided herein.

ARTICLE 6

NO STRIKE

6.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation or operations of the City for the duration of this Agreement.

6.02 Violations of Section 1 of this Article shall be proper cause for discharge or other disciplinary action by the City.

6.03 The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

6.04 The City shall not lockout any employees for the duration of this Agreement.

ARTICLE 7

BULLETIN BOARDS

7.01 The City shall provide the Union with a locked bulletin board in each of the following divisions:

- A. Refuse and Recycling, Wastewater Treatment Plant, Streets and Forestry, Fleet Management, Parks and Public Property, Water and Wastewater, and other areas where time clocks are utilized provided that:
 - 1. Such bulletin boards shall be used only for posting notices bearing the written approval of the President of the Union or an official representative of Ohio Council 8 and shall be solely for Union business.
 - 2. No notice or other writing may contain anything political, controversial or critical of the City or any other institution, or any employee or other person.
 - 3. Upon request from the appropriate official of the City or designee, the Union will immediately remove any notice or other writing that the City believes violates the aforementioned, but the Union shall have the right to grieve such action through the grievance procedure.

7.02 Keys shall be provided only to the Union President, Division Stewards and the Director of Public Works.

ARTICLE 8

UNION REPRESENTATION

8.01 Employees selected by the Union to act as Union representatives for the purpose of processing and investigating grievances under the grievance procedure shall be known as "stewards."

Each steward shall have an alternate who shall act in the absence of the steward. The City will recognize the following stewards:

One Chief Steward

One Steward	Fleet Management
One Steward	Parks and Public Property/Division of Aging/ Custodian
One Steward	Refuse and Recycling
One Steward	Streets and Forestry/ Parking Enforcement
One Steward	Wastewater Treatment Plant
One Steward	Water and Wastewater

8.02 A steward must work in the division and on the shift which the steward represents and shall not function as a Union representative elsewhere or on any other shift, except the shifts in the Wastewater Treatment Plant.

8.03 No Union meetings or other Union activities shall take place during working hours without prior approval of the division head or the Director of Public Works. However, a steward may process or discuss a grievance with an employee and/or their supervisor during the final one-half (1/2) hour of the shift.

8.04 To the extent practicable, local Union officials and stewards shall remain in their divisions and on their respective shifts during their term of office, and any scheduled divisional or shift transfers will first be discussed with the Union provided that:

- A. This section shall not restrict in any way the right of the City to discharge or suspend those employees for just and proper cause.
- B. This section shall not be construed to give those employees greater seniority for purposes of promotion, layoff, or recall except as provided in Section 8.07.

8.05 A steward having an individual grievance in connection with their own work may ask for the Chief Steward to assist in adjusting the grievance with their supervisor.

8.06 The Local Union President or designee shall be allowed to carry out the functions of their office not more than eight (8) hours per week, provided that such officer gives at least twenty-four (24) hours' notice of use of such time to their supervisor or to the supervisor's office unless emergency situations arise which demand immediate attention. When the President or his designee use union time, they shall be paid at the applicable 24-month laborer rate in Appendix A.

8.07 When there is a reduction in force, the Local Union officers, the Chief Steward and Division Stewards shall be retained at work regardless of their seniority. If their jobs are not operating, they will be placed on other jobs that are operating in their respective work areas, provided they are qualified to perform the available work.

8.08 The City shall provide the Union President with a copy of any new policy letters or work rules effecting bargaining unit members or notify the Union President of such at least twenty-four (24) hours before the notice is given to the membership.

8.09 Union officials will indicate the use of union time during the normal workday by completing a Union Leave form in Right Stuff and sending an email to their supervisor.

ARTICLE 9 DISCIPLINE

9.01 In the event that an employee has been recommended for suspension or discharge, prior to any action being taken on such a recommendation, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The City shall notify the employee and his steward or the Union President (in the event of possible termination) of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss their suspension or discharge with the steward or the Union President in an area made available by the City. An employee who is suspended or discharged shall be mailed or emailed a written notice within forty-eight (48) hours, stating the reasons for whatever disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on City premises with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's Local Union steward within forty-eight (48) hours. All disciplinary action may be appealed by the employee through the grievance procedures outlined herein.

9.02 Discipline will be imposed within fifteen (15) working days of the event causing the discipline, or within fifteen (15) working days of when the supervisor knew or should have known of the event, or within fifteen (15) working days of the employee returning to work, whichever is later. If the employee is subject to a criminal investigation, the fifteen (15) day period shall not start until the investigation is completed.

9.03 Records of disciplinary actions not involving a suspension shall cease to have force and effect twelve (12) months after the effective date, providing there is no intervening disciplinary action taken during the time period. All other records of disciplinary action shall cease to have force and effect thirty-six (36) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union, which tend to impair or weaken the grievance procedure, are improper.

10.02 A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including disciplinary actions, and when any such grievance arises, the following procedure shall be observed:

Step I. The Union steward shall present the grievance, in writing, to the employee's Operations Manager or designee within five (5) working days after the employee knew or should have known of the event or within five (5) working

days after the employee returns to work, whichever is later, upon which the grievance is based. The grievance shall be signed by the employee and the steward, and the Operations Manager or the designee shall sign and date the grievance form. The supervisor shall meet with the steward and the employee(s) within five (5) working days in an attempt to adjust the grievance. The supervisor shall give a written answer and a copy of the grievance to the steward, grievant, Ohio Council 8 representative and the Union President within five (5) working days after the meeting.

Step II.

If the grievance is unsatisfactorily settled in Step I, the Union may appeal the grievance, in writing, within five (5) working days after receipt of the Step I answer to the Director of Public Works. The Director, together with the Operations Manager and other appropriate supervisory personnel, shall meet with the steward, Chief Steward and Local Union President within five (5) working days after the grievance has been filed in an attempt to adjust the grievance. It is understood that the parties shall attempt to resolve the grievance at this step of the grievance procedure (through the process of negotiated settlements of each grievance). Each party shall be permitted time to caucus in order to settle grievances (at this step). While it is desirable to have each grievance settled or answered in an informal manner at the meeting, nevertheless, settlement agreements shall be put in writing and signed by the parties no later than five (5) working days after the Step II meeting. Likewise, unresolved grievances shall be answered, in writing, by the Director of Public Works no later than five (5) working days after the Step II meeting, and shall be sent to the Union President, grievant, Ohio Council 8 representative and stewards.

Step III.

If the grievance is not settled in Step II, the Union may submit the grievance to the Director of Human Resources no later than five (5) working days after the Step II answer is received. The Mayor and/or Director of Human Resources or Law Director (the designee), the Director of Public Works and other appropriate personnel shall convene a meeting with the Union grievance committee together with a representative from Ohio Council 8. Such meeting shall be held at a mutually convenient time, but not later than ten (10) working days after the appeal of the Step II answer. Suspensions which are appealed through the grievance procedure shall be submitted directly to Step II. Terminations which are appealed through the grievance procedure shall be submitted directly to Step III.

While it is desirable to have each grievance settled or answered in an informal manner at the meeting, settlement agreements shall be put in writing and signed by the parties no later than ten (10) working days after the Step III meeting. Likewise, unresolved grievances shall be answered, in writing, no later than ten (10) working days after the Step III meeting and shall be sent to the Union President with a copy to the Ohio Council 8 representative and the grievant.

Provided that before a matter is declared to be at an impasse, either party may refer the grievance to the Mayor. The Mayor shall have ten (10) working days to render a decision after reviewing the facts and, if necessary, after hearing oral presentation. The Union may, after receiving the Mayor's decision, refer the grievance to Step IV of the contractual grievance/arbitration procedure. Policy grievances may be submitted directly to Step III of the Grievance Procedure.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union shall give, within three (3) months after receipt of the Step III answer, the City written notice of its intent to appeal the grievance to arbitration. The union may submit the matter to the Federal Mediation Conciliation Service (FMCS) to obtain a standard panel list of seven (7) Ohio resident arbitrators or in lieu of utilizing the FMCS, the parties may mutually agree to utilizing the American Arbitration Association (AAA) requesting a standard list of Ohio resident arbitrators from AAA. The parties shall alternately strike names from the panel list in arriving at designating an arbitrator and shall be subject to the rules of the Association. In the alternative, the parties may mutually agree to designate an arbitrator. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearings shall be held in the City of Lakewood, on City property. The Union may select up to five (5) members to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration procedure. The City and Union may mutually agree to mediation before automatically moving to arbitration.

10.03 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances, and in reaching the arbitrator's decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

10.04 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and employee(s). All hearings shall start at a mutually agreeable time. The Union may make non-substantive amendments to the grievance at Steps I, II and III. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and employee(s). A grievance may be withdrawn by the Union at any time during Steps I, II, III or IV of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. The grievant may be present and participate at each step of the grievance procedure.

10.05 Time limits set forth in a grievance procedure shall, unless extended by mutual written/email agreement of the City and the Union, be binding on both parties and either party's failure to meet its time limits shall result in a decision for the other party. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgment noting the time and date the Union and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Union shall be in writing with a copy being sent to the Director of Public Works.

10.06 There shall be a grievance committee consisting of the Union President, Vice President, Chief Steward, Secretary and Division Steward, and any other person mutually agreed upon.

10.07 Any grievance which has been appealed to arbitration may be referred to grievance mediation by either party. The parties shall attempt to use a commissioner provided by the Federal Mediation and Conciliation Service (FMCS) for the purpose of serving as a mediator in any dispute. If such commissioner is not readily available, the parties may select another mediator by either mutual agreement or through a list provided by FMCS pursuant to that organization's rules of conciliation. The cost for any mediation shall be shared equally by the parties.

10.08 Mediation efforts shall be informal in nature. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

10.09 If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or, if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

ARTICLE 11 **PROBATIONARY PERIOD**

11.01 New employees shall be considered to be on probation for a period of ninety (90) calendar days and during such probationary period, the City and Union shall jointly agree to extend the probationary period in increments of thirty (30) days, not to exceed an additional ninety (90) days. The City have sole discretion to discipline or discharge such employees, and such actions during this period cannot be reviewed through the grievance procedure.

11.02 If an employee is discharged or quits while on probation and is later rehired, the employee shall be considered a new employee and subject to provisions of Section I of this Article.

11.03 Any City employee in any department other than Public Works shall be considered a new employee when transferred to Public Works, except those who are currently members of the bargaining unit. Any new employee with the Department of Public Works who has had previous employment with the City of Lakewood shall retain all credits due towards longevity, vacation and sick leave accumulation.

ARTICLE 12 **SENIORITY**

12.01 Seniority, for the purpose of layoff, shall be an employee's length of service within the bargaining unit. An employee shall have no seniority during the probationary period provided in Article 11, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Management personnel shall not accumulate any seniority while employed outside the bargaining unit.

12.02 The City shall provide the Union with a copy of the seniority lists and these lists shall be updated annually. The seniority lists shall contain, in order of seniority, the name, division, classification and date of hire for each employee. Additional lists shall be provided as requested by the union. Seniority shall be broken when an employee:

- A. Quits or resigns.
- B. Is discharged for just and proper cause.
- C. Is laid off for a period of more than twenty-four (24) consecutive months.
- D. Fails to report to work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by registered mail (to the employee's last known address as shown on the City's records).
- E. Is absent without leave for three (3) or more working days, unless a reasonable excuse for absence is shown.

12.03 Bargaining unit employees appointed to the position of supervisor on or after March 1, 1985, shall lose all bargaining unit seniority rights on the ninetieth (90th) day following their appointment.

12.04 Years of service for purposes of promotion shall be defined as years of service with the bargaining unit.

ARTICLE 13

HOURS OF WORK

13.01 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, exclusive of the time allotted for meals, during the period beginning at 12:01 a.m. Sunday to midnight Saturday. An employee's workday begins with the commencement of his regular shift. This section shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right to establish and change hours of work, shifts and schedule of hours, provided that this section shall not be construed to give the City the right to reduce the workweek below forty (40) hours per week for any full-time, permanent, hourly employee.

13.02 In the event a change in hours of work becomes necessary, due to permanent or seasonal requirements, or a special project agreed to between the City and the Union, the individuals concerned, and the Union shall be advised ten (10) working days prior to the change going into effect. If the Union requests, the parties shall meet and discuss the reasons for such changes. Further, if there is a dispute as to the change, the parties will attempt to resolve the dispute. It is recognized that the changes will not be made for arbitrary, capricious or discriminatory reasons.

13.03 Employees will work an eight (8) hour straight day, and shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled and paid lunch period, except for other mutually agreed upon schedules.

13.04 Employees working overtime shall be entitled to a fifteen (15) minute break after two (2) hours of overtime. Employees of the Division of Refuse and Recycling who are required to work overtime at the end of their regular, scheduled work shift shall be entitled to a fifteen (15) minute

paid rest period. Employees may only be required to drive a maximum of fourteen (14) consecutive hours. Upon completion of fourteen (14) hours, the employee shall be entitled to a rest period of eight (8) continuous hours, during which time the employee shall not be required to work. However, following twelve (12) continuous hours of driving, an employee may request to be relieved and, unless working under emergency conditions, the employee's request shall be honored.

Any employee required by the City to leave work after sixteen (16) consecutive hours shall be entitled to a rest period of eight (8) continuous hours, during which time the employee shall not be required to work. Employees shall have the option of using vacation time or sick leave to cover rest periods, as referenced in this article, that occur during the employees, regular work hours. The application of sick hours, in these instances, shall not count against an employee's attendance record, attendance bonus, nor shall it accrue toward absenteeism.

13.05 Where two (2) or more employees are qualified to do the job whose hours are being changed, the City shall request volunteers by seniority. If no employee volunteers then, if practical, the least senior employee shall be required to make the change.

13.06 The winter second and third shifts shall be offered to the Division of Streets and Forestry employees who volunteer and who are certified under the salting and plowing guidelines. The qualified list shall be posted for fifteen (15) days prior to the season.

13.07 If an insufficient number of qualified employees volunteer, the City shall assign this work to the least senior qualified employee and one (1) group leader per shift in the Division of Streets and Forestry.

13.08 Shift Operators and Plant Attendants at the Wastewater Treatment Plant may trade shifts with other employees in their own classifications so long as they trade for: 1) a shift in the same twenty-four (24) hour period; 2) within the same pay period; and 3) so long as the trade does not cause them to work sixteen (16) consecutive hours.

13.09 Effective with the ratification of this contract all new bargaining unit employees must sign up for direct deposit upon hire. All current bargaining unit employees must sign up for direct deposit within 60 days of the ratification of this contract.

ARTICLE 14

OVERTIME - PREMIUM PAY

14.01 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) workweek, and for all full-time employees all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the commencement of the employee's shift.

14.02 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday, Sunday or any holiday as defined herein or in the ordinances, except those employees who are working on a rotating shift, and those employees normally scheduled to work on Saturday, Sunday and holidays. All employees who are required to work on Thanksgiving, Christmas or New Year's Day shall receive a rate of two (2) times their basic pay rate for all hours worked.

14.03 Employees who are on vacation are considered to be on vacation for a 24 hour period. Employees who are required to work due to an emergency while on vacation will receive a rate of two (2) times their pay rate for all hours worked. An employee who volunteers to work overtime during a twenty-four (24) hour vacation period will be paid at the normal overtime rate of time and one-half (1-1/2) their regular rate of pay.

In the event an employee is required to work any seven (7) consecutive days, the employee shall be compensated at the rate of double (2 times) his regular rate of pay for that seventh (7th) day, only provided that holiday, vacation or sick leave shall not be counted as days worked, excluding shift workers at the Wastewater Treatment Plant.

14.04 Overtime paid for work performed on a compensated holiday shall be in addition to the regular time compensated for such holiday, but holiday hours so compensated shall not again be used in any other overtime computations.

14.05 When two (2) or more types of overtime are applicable to the same hours of work, only one (1) will be paid. In no cases will overtime be duplicated or pyramided.

14.06 No credit will be allowed, or premium payment made for overtime labor unless it is rendered pursuant to prior order of approval by the division head or other supervisory employee customarily authorized to grant such approval.

14.07 Employees who work four (4) hours of overtime shall be entitled to a thirty (30) minute lunch period with pay, scheduled by the Director of Public Works or designee.

14.08 Except for emergencies, employees who report off from work because they are sick or due to funeral leave shall not be eligible for overtime for twenty-four (24) hours from the start of the shift from which they called off sick or started funeral leave. Such employees shall not be called for overtime for that period.

14.08 The City is not required to provide employees time to respond if they do not answer their phone or respond to the request for overtime.

14.09 Employee may elect to receive compensatory time rather than overtime pay for any overtime worked up to a maximum bank of one hundred twenty (120) hours. Compensatory time may be used with prior approval. The accumulation of compensatory time will follow the provisions of this article.

14.10 An employee may convert compensatory time to “cash”. Request must be in writing or via the timekeeping system to the Department Head at least two (2) weeks in advance.

ARTICLE 15

EQUALIZATION OF OVERTIME

15.01 The City shall be the sole judge of the necessity of overtime. When overtime is necessary, the City shall offer the available overtime to employees who are classified for the available work within the same division and shift, in accordance with seniority, on a rotating basis.

15.02 After classified employees have been offered the overtime, the City shall offer any remaining overtime to qualified employees in that division, in accordance with seniority, on a rotating basis. The City will establish an equitable manner for required recall of employees.

15.03 If an insufficient number of employees accept the overtime work, the City shall then offer any remaining overtime to qualified employees from the citywide seniority list, in accordance with seniority, on a rotating basis.

15.04 If a sufficient number of employees still have not been obtained the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority and may require them to report. Failure to report when required, may result in counseling or progressive discipline.

15.05 Classified employees who refuse overtime in their current classification shall not be eligible for overtime in another classification for that same call out.

15.06 Snow Plowing/Salting

- A. When snow plowing/salting overtime is necessary, the City shall offer the available overtime to employees who are qualified for the available work within the same division, in accordance with seniority, on a rotating basis.
- B. If an insufficient number of employees accept the overtime work, the City shall then offer any remaining overtime to qualified employees from the citywide seniority list, in accordance with seniority, on a rotating basis.
- C. If an insufficient number of employees accept the overtime work, the City shall then mandate the overtime work to qualified employees in reverse order of seniority from the citywide seniority list.

15.07 Division of Water and Wastewater special provisions for Group Leader and Power Digger Operator overtime:

- A. Classified overtime for Group Leaders and Power Digger Operators shall be designated as a water job, sewer digging job, sewer maintenance job or metering job and shall be offered in the following order, in accordance with seniority, on a rotating basis. An employee shall have the right to waive the right under this provision and will not be eligible for overtime unless the waiver is withdrawn, in writing, by the employee.
 - 1. The Group Leader or Power Digger Operator who ordinarily work with the crew that performs that work.
 - 2. Other members of that crew.
 - 3. Other Group Leaders or Power Digger Operators in the division.
 - 4. Other qualified employees in the division.
 - 5. Other qualified employees citywide.

- B. If a sufficient number of employees still have not been obtained the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority and require them to report.

15.08 Once the Mayor, the Director of Public Works or the Acting Director of Public Works has declared an emergency, the appropriate steward or Union President shall be notified within twenty-four (24) hours.

15.09 A record of all overtime hours worked by or credited to each employee, by classification, by division, and in a payroll period, shall be recorded on lists by the City and posted in each division. The lists shall be updated in a timely fashion and may be shared or posted electronically.

15.10 Supervisory employees shall not work bargaining unit overtime if members of the bargaining unit are available. College and temporary employees shall not work bargaining unit overtime work.

15.11 When overtime is necessary, and the overtime is a continuous extension of the regular workday, and does not exceed two (2) hours, those employees working at the work site at the end of the workday shall be offered the overtime without regard to provisions set forth herein, if those employees offered the overtime refuse, if an emergency is declared by the immediate supervisor, they shall finish the assignment (work the overtime). Additionally, the supervisor may require an early call-in or holdover adjacent to an employee's shift for up to four (4) hours during emergency events. An emergency is defined as an impairment in City services or operations, which cannot wait or be delayed until the beginning of the next regular workday (including, but not limited to: snow, wind, flooding, ice, etc.). The steward shall be notified of the declared emergency within twenty-four (24) hours in that division.

For Fleet mechanics only, extension of the day can occur at the beginning of the shift if an employee is asked and agrees to work on a vehicle/equipment they were previously working on during their regular shift. The employer will not purposefully utilize this language to circumvent normal equalization of overtime.

15.12 If the employee is inadvertently passed over for overtime on an OT call out list, the employee shall be guaranteed the actual overtime lost and the employee shall be the next called until the overtime lost has been worked, and his or her name shall be placed on the same the call-out list as though the employee was not passed over. If an employee is passed over for overtime two (2) times in a rolling year, on the same call out list, the employee will be paid on an hour-for-hour basis for the overtime lost on the second or subsequent instance.

15.13 When scheduled overtime becomes necessary, the employee shall be advised of the amount of overtime to be worked, however, if the employee is no longer needed for the scheduled time for any reason (i.e., weather conditions, job completed, unable to continue job) than the employee will be paid for time worked or up to 4 hours, whichever is longer. Scheduled OT does not need to be offered in 4- or 8-hour increments. If an employee requests to leave the job site after working the scheduled amount of overtime, the employee's request shall be granted unless they are working under declared emergency conditions.

ARTICLE 16

GENERAL LEAVE/PERSONAL LEAVE

16.01 An employee who has completed their probationary period may request time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave may be granted by the Division Operations Manager, provided concurrence and approval are obtained from the Director of Public Works. It is agreed that request for personal leave will not be denied unreasonably. It is further agreed that the employee requesting personal leave shall give the City a minimum of two (2) weeks written notice, except in cases of extreme emergencies.

16.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Director of Public Works, with concurrence by the Mayor or Human Resources Director.

16.03 An employee shall accumulate seniority only during the first thirty (30) days of their personal leave of absence.

16.04 All leaves of absence must be applied for and granted, in writing. An employee will be notified, in writing, within five (5) working days from the date the application was made, of the approval or disapproval of any leave of absence. An employee shall accumulate seniority during any leave of absence except after the first 30 days of personal leaves of absence. Upon returning from leaves of absence, the Union will receive notification of the employee status.

16.05 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action.

ARTICLE 17

LEAVES OF ABSENCE

17.01 Funeral Leave

- A. If death occurs among members of the employee's family, such employee shall be granted funeral leave without loss of pay, benefits, days off, holidays or vacation, in accordance with the following schedule (time off must be consecutive and include the day of the funeral):
 - 1. Spouse, son, daughter, stepchild, mother, father, stepparent = 10 working days
 - 2. Brother, sister, grandparent, grandparent-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, Provided the employee attends the funeral = 5 working days

- B. If the death occurs outside of the continental United States and the employee does not attend the funeral, one (1) day's leave will be granted. One (1) day's leave will be granted in the event of the death of an aunt or uncle, niece or nephew, provided the employee attends the funeral. If an individual on funeral leave requests additional time off, additional days may be granted and charged to sick leave or vacation at the employee's option.

17.02 Jury Duty/Witness Duty Leave

- A. All employees shall be entitled to leave when subpoenaed for a court appearance or jury duty by the United States, the State of Ohio, or any court of record during regular working hours, unless such court appearance is in connection with the employee's personal business (e.g. traffic court, divorce proceedings, etc.) This section shall not apply to employee's who appear in court on behalf of the City as part of their employment, as such appearances are compensated as hours worked.
- B. Employees eligible for Jury/Witness Duty Leave may keep any payment earned for such court time and be paid the employee's applicable hourly rate for all time spent on such leave. If the matter is in Lakewood Municipal Court, the employee shall forfeit any payment to the Finance Department. Employees shall return to work for any remaining hours of the work shift upon release from such court duty. If any employee is called to appear in court or is called to jury duty, outside the employee's regularly scheduled working hours or while on authorized paid leave, all monies received as compensation for such court service shall be retained by the employee.

17.03 Military Leave

- A. An employee shall be granted a leave of absence for military duty in accordance with state and federal law.
- B. A regular employee of the City who is temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid at the employee's regular pay for a period not to exceed one hundred and seventy-six (176) hours in any calendar year and shall accumulate vacation and sick leave credit during the period of such leave. An employee called or ordered to the uniform service for a period in excess of one hundred and seventy-six (176) hours in any calendar year as a result of an executive order of the President of the United States or an act of Congress, is entitled to a leave of absence and shall receive pay for each bi-weekly pay period as follows:
 - 1. The difference between the employee's regular gross monthly wages and the sum of the employee's gross uniform pay and allowances received during that bi-weekly period; or
 - 2. Five hundred dollars (\$500.00), provided that such payments do not result in an amount that exceeds the employee's gross wages for the period as a City employee.
- C. Employees returning to work after completion of temporary military duty shall supply their supervisor with a copy of official orders. Prior to active duty for training with the Reserve or National Guard, the responsibility of

notifying the City, in writing, of the pending absence is solely that of the employee. Prior to the rehiring of individuals placed on extended active duty for training, a copy of orders stating such release must be presented to the Department of Human Resources.

- D. Employees on military leave who thereafter return to employment with the City shall be reinstated at the current, applicable rate for his job, provided that the employee, who completes their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous position according to the following schedule:

LENGTH OF TOUR	DAYS TO NOTIFY EMPLOYEE
1 – 30 Days	Next Business Day
31 – 180 Days	14 Days
181+ Days	90 Days

ARTICLE 18

SICK TIME PAY & PAID PARENTAL/CHILDBIRTH LEAVE

18.01 Effective January 1, 2002, all employees shall earn sick time pay at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick time to nine hundred and sixty (960) hours. Sick time pay may be utilized on account of illness or injury incapacitating the employee from working and requiring the employee's absence or to care for sick or injured, pregnant, or newborn members of the employee's immediate family. Immediate family for the purpose of this Article shall be defined as spouse, son, daughter, stepchild, mother, father or stepparent. If the marriage of people of the same sex is no longer permitted by law the definition of spouse will include same-sex partners and the definition of stepchild will include the children of same-sex partners.

18.02 If the employee is absent from work for more than two (2) consecutive days, the employee must complete a Certificate of Illness or Injury form and have their physician complete the Attending Physician's Statement or attach an acceptable statement from the physician to the Certificate that indicates that the employee is able to return to regularly assigned duties.

Sick absences will be counted even if interrupted by other days off, i.e. sick Friday, regular scheduled days off Saturday, Sunday, sick Monday, and Tuesday will count as more than two (2) consecutive working days.

18.03 Any abuse or patterned use of sick time shall be just and sufficient cause for disciplinary action, and the City's Sick Abuse policy shall apply.

18.04 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his acquired sick time, they may apply for donations of time according to the Sick Time Donation policy.

18.05 Sick Time and Conversion

- A. Employees may accumulate one hundred and twenty (120) days (960 hours) of unused sick time, and they shall be allowed to convert said sick time into a lump sum cash payment, upon retirement, resignation or death. The amount of unused sick time allowed to be converted shall be based on the following years of service with the City of Lakewood:

0 to 9 years: 0%

10 to 14 years: 33%

15 to 19 years: 40%

20 years or more: 50%

Employees hired prior to January 1, 2026, must work a minimum of five (5) years (instead of 10 years) with the City of Lakewood to receive a lump sum cash payment of 33% at the time of separation.

B. This lump sum sick time conversion payment will be made within thirty (30) days after retirement, resignation, or death. Any employee, at the time of their retirement, shall receive all terminal leave benefits, including vacation time, unused holiday time, accrued longevity or other unused compensatory time in one (1) lump sum payment.

C. If an employee dies while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid pursuant to any order issued by the Probate Court or pursuant to the request of the trustee of the employee's trust.

18.06 Conversion of Sick Time Over One Hundred and Twenty (120) Days

- A. All members of Public Works bargaining unit who have accumulated more than one hundred and twenty (120) days of sick time may convert on a three (3) to one (1) basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year.

18.07 An employee must apply for FMLA leave after three (3) days of consecutive non-work-related or work-related illness or injury, being hospitalized overnight or when a serious medical condition as defined by the FMLA law and regulations causes intermittent time off. The City will notify employees regarding this obligation.

18.08 Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

ARTICLE 19 SUBCONTRACTING

19.01 Prior to awarding a subcontract, the City will notify the Union of subcontracts through the following process:

- A. The Union executive board members shall receive notice of all Requests for Proposals ("RFP") for projects bid for subcontractors through the contractor email list established by the finance department. The City shall also enable the Union to access RFP specifications at no cost to the Union. The Union may propose an alternative or submit a bid for an RFP in accordance with the RFP requirements which the City will consider in good faith along with other bids it received for the RFP.
- B. At the Parties' quarterly executive Labor Management Committee ("LMC") meetings, the City will present a list of all projects which the City is considering subcontracting in the following calendar quarter and a list of all projects the City subcontracted in the preceding calendar quarter. The Union may request additional information, including costs, specifications, or other information required to make a bid regarding a potential subcontracting project and may propose an alternative or submit a bid for the project within ten (10) working days of the LMC meeting at which the City provided the specific subcontracting information which the City will consider in good faith along with other bids or estimates it received for the project.
- C. The City will provide periodic written notification regarding specific work considered for subcontracting (Appendix B). The City will issue notifications on Mondays or, if Monday is a Holiday, on Tuesdays. The Union must notify the City if it wishes to meet about a project within twenty-four (24) hours or respond with either an alternative or bid for the project within ten (10) working days of the date on the notification.
- D. In the event of an emergency, the City may subcontract a project without providing the notice set above but must notify the Union within one (1) working day and will meet with the Union upon request.
- E. Subject to the notice provisions set above, the City retains discretion to subcontract any project or assign it to Union Public Works employees at any time.

ARTICLE 20

UNION LEAVE

20.01 At the request of the Union, a leave of absence with pay may be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention, or perform any other function on behalf of the Union necessitating a suspension of active employment for a period not to exceed two (2) days per contract year. The granting of such a leave will be based upon the operational needs of the employee's department.

20.02 The City agrees to the granting of a leave of absence without pay for one (1) employee selected by the Union to be employed by the Union under the following conditions:

23.02 A posting is valid for two months from date of posting. If the same position becomes vacant within that two-month window, the City will repost the same position for three (3) consecutive working days. New submissions will be considered along with those who previously submitted an interest in position form for the original posting.

23.03 The administration shall provide a receipt for all applications timely filed. All applicants will be reviewed by the City and the job awarded within fifteen (15) working days on the basis of experience, skill, ability and seniority to perform the work in question, provided that the City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job. Employees already working within the department of the posted position should receive priority consideration for an open position. If the skill, ability and experience of two (2) or more full-time employees are substantially equal, seniority shall govern. If the skill, ability and experience of any combination of full- or part-time employees are substantially equal, the full-time employee(s) shall be given preference. By the end of the fifteenth (15) working day, a notice shall be posted showing the name of the applicant selected for the opening and the date the applicant is scheduled to start at the new position or indicating that no employee was selected. In the event no bargaining unit employee is selected, each employee within the union who bid will receive a written notice or email explaining their non-selection. If a non-bargaining unit person is selected, the City shall provide the Union with a list of employees, who bid, with each person's public works bargaining unit seniority date, along with the name of the employee selected. If the Union believes an employee has not been given due consideration for a promotion, the Union may submit a written Step III grievance to the Director of Human Resources within five (5) calendar days. Upon receipt of the grievance, the Director of Human Resources will conduct a hearing pursuant to Article 10. In the event that no bargaining unit member is selected, and a grievance is to be filed, the five (5) calendar days shall commence when the member receives his or her written notice from the Employer as stated above.

23.03 An employee awarded a job under these provisions must successfully complete a physical examination and, upon completion of the aforementioned, will be given reasonable help and supervision, and shall be allowed a reasonable period of time to qualify, but not more than (90) calendar days. The employee will be considered to have qualified on the new job when the employee has satisfactorily performed the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when the employee's record, as to quality and quantity of work, meets the standard applicable to the job. The employee shall be notified, in writing, the date of the employee's qualification. If the employee failed to qualify, the employee shall be returned to the employee's former job. An employee who successfully bids into a new division will retain bargaining unit seniority.

23.04 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

23.05 Any employee shall be prohibited from bidding successfully on more than two (2) job postings during any calendar year.

23.06 The City agrees that employees who are on layoff may bid on promotions and will be permitted to call the Department of Human Resources to make inquiry as to their status and position on the recall list.

23.07 All interviews for posted positions shall be held on paid time, and shall be attended by the steward from the division where the opening exists, if the steward is an applicant for the position, all interviews shall be attended by the Chief Steward.

23.08 An employee in the position of tree crew shall automatically be promoted to Arborist when they obtain their Arborist certification, and the City will not be required to bid the position. Employees already in the Arborist position who do not have an arborist certification prior to January 1, 2023, shall remain in the Arborist pay grade. Entry level fleet mechanics shall be automatically promoted to Fleet Mechanic when they meet the qualifications of a Fleet Mechanic as established through the posting, and the City will not be required to bid the position.

23.09 An employee promoted to a classification with a rate of pay higher than their current classification shall be placed at the next hourly rate higher than their current rate of pay.

An employee awarded a position equal to their current rate of pay shall enter into the pay scale at the tier that is equal to what they are currently being paid.

An employee awarded a position with a pay rate lower than their current classification shall be placed at the highest tier of the new classification.

ARTICLE 24 HOLIDAYS

24.01 All full-time, hourly employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Three (3) Personal Holidays
Juneteenth	Veteran's Day

24.02 No employee shall be compensated for holiday pay unless the employee works or is available for work on the employee's regularly scheduled workday immediately preceding and immediately following said holiday, unless excused because of vacation, funeral leave, jury duty, or because of illness or injury where an employee presents a note from a doctor immediately upon return to work. An employee who reports for work thirty (30) minutes or less late on the regularly scheduled day before or following a holiday shall be docked for the amount of time tardy and will not lose the holiday pay.

24.03 Whenever any such holiday falls on Saturday, the preceding Friday shall be regarded as the holiday, and when any such holiday falls on Sunday, the Monday following shall be regarded as the holiday. When a holiday falls on the regularly scheduled workday of a shift worker, the employee shall be entitled to take, at the employee's option, the day before or after the holiday, or another day off. Shift Operators and Plant Attendants at the Wastewater Treatment Plant shall take their holidays,

excluding personal days and birthdays, within ninety (90) days of when they occur. Any holidays not taken within this time frame shall be paid to the employee at the regular straight time rate.

24.04 The granting of paid holidays herein does not prevent the City, as an employer, from requiring any employee to report for work or to work on any holiday, if necessary, by reason of emergency or to carry on essential municipal functions. For the purpose of this section, an emergency is defined as any impairment to City services or operations, which cannot be delayed until the next workday.

24.05 The day after Thanksgiving shall not apply to individuals working in the Division of Refuse and Recycling or the Division of Wastewater Treatment Plant, who will receive an extra personal day, provided they give forty-eight (48) hours notice, and approval will be based on operational needs of the City.

The Good Friday holiday will be observed on the Monday following Easter for Refuse employees. Refuse collection will occur on Good Friday each year. Any Refuse employee who would like to observe the holiday on Good Friday may make that request as part of their vacation pick and there will be up to 3 employees approved off for that day. Employees who choose and are granted Good Friday as the observed holiday will be required to work on Easter Monday to keep the drop off facility open.

24.06 Employees shall be permitted to use their birthday holiday in the same manner as their personal holidays anytime within the calendar year. Employees who utilize their birthday holiday and sever employment prior to their birthday shall repay the time to the City.

ARTICLE 25 VACATIONS

25.01 Each full-time employee who has been continuously employed by the City for one (1) year or more shall be entitled to vacation with pay on reaching his anniversary date based on the following schedule:

1 Year	80 Hours
5 Years	120 Hours
10 Years	160 Hours
15 Years	200 Hours
20 Years	220 Hours
25 Years	240 Hours

Full-time employees who previously served under a part-time status within the Union will have their vacation accrual begin retroactively to the part-time date of hire within the Union.

25.02 In applying the above, all regular time worked will serve as a basis for vacation calculations. Regular time not worked but compensated by reasons of holiday, vacation or sick leave payments hereof and regular time neither worked nor directly compensated by the City, but for which an employee received Workers' Compensation because of injury sustained in the course of employment by the City shall be included in vacation time calculations.

25.03 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year, except that an employee's paid vacation leave shall be adjusted (or pro-rated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days spent on unpaid leave of absence, an employee shall lose one-twelfth (1/12) of regular paid vacation leave).

25.04 An employee may accumulate a total of fifty (50) working days of vacation time, excluding all vacation time earned in the anniversary year in which the cumulated vacation is taken. Vacation time acquired but not used in excess of fifty (50) working days shall be forfeited by an employee. If an employee is terminated (voluntarily) prior to taking his vacation, the employee shall receive the pro-rated portion of any fully earned but unused vacation leave at the time of separation from employment.

25.05 All vacations shall be granted and taken at such times as shall be mutually agreeable to the employee and the employee's manager insofar as possible. Supervisors have the right to limit vacation requests during busy seasons, which require high demand of staff (e.i. streets department during winter/snow plow months) Where they are unable to agree, the decision of the division head shall govern. The manager shall permit the vacation to be taken on other than consecutive days. Each manager, on or about December 1st shall prepare and post in an accessible location, a vacation schedule so devised as to cause minimum interference with normal operations of the division. In the event of conflict between employees in regard to scheduled vacation time, bargaining unit seniority shall control. Lists shall be provided so employees may give their preference, according to seniority. The period to submit requests for scheduled vacation (February 15th to December 31st) shall be the preceding December 1st to the following February 15th. If requests are not made by February 15th, then that vacation request shall be treated as unscheduled vacation and seniority no longer governs. The period between January 1st and February 14th shall be considered, as unscheduled vacation and seniority shall not apply. All scheduled vacation requests shall be given answers, in writing, within three (3) working days of February 15th. All unscheduled vacation requests shall be approved/disapproved, in writing, within three (3) working days

25.06 In case of the death of a City employee, the unused vacation leave, to the credit of any such employee, shall be paid pursuant to state law: 1) to the surviving spouse; 2) to any one (1) or more of children over the age of 18; 3) to the mother or father of the deceased, preference being given to the order named or to the employee's estate.

25.07 If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged for vacation leave for that day.

25.08 Effective January 1, 2023, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio for the purposes of vacation hours earned. Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system. Newly hired employees with at least one (1) year of prior public service credit shall receive two (2) weeks of vacation at date of hire. They shall receive the remaining prorated vacation balance, based on prior public service, effective January 1st following date of hire.

ARTICLE 26

WAGES

26.01 Effective January 1, 2026, all bargaining unit wage rates shall be increased by three percent (3%), as specified in Appendix A of this agreement.

26.02 Effective January 1, 2027, all bargaining unit wage rates shall be increased by three percent (3%), as specified in Appendix B of this Agreement.

26.03 Effective January 1, 2028, all bargaining unit wage rates shall be increased by four percent (4%) as specified in Appendix C of this Agreement.

26.04 Effective January 1, 2026, the positions listed below shall receive the following equity adjustments and shall be reflected in the hourly rate in Appendix C of this Agreement:

- Park Group Leaders to Mug Group Leaders Rate
- Refuse Driver - \$0.10 per hour
- Human Services Maintenance Worker to Wastewater Treatment Maintenance Worker Rate
- Sewer Maintenance Crew - \$0.34 per hour
- Plant Mechanics to Fleet Mechanics Rate
- Custodians - \$0.50 per hour

ARTICLE 27

LONGEVITY COMPENSATION

27.01 Effective January 1, 2006, all full-time, hourly employees shall be paid in addition to their regular compensation, additional compensation based upon the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year in accordance with the following schedule:

5 Years	\$250.00	13 Years	\$650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$850.00	25 Years	\$1,250.00
10 Years	\$500.00	18 Years	\$900.00		
11 Years	\$550.00	19 Years	\$950.00		
12 Years	\$600.00	20 Years	\$1,000.00		

27.02 Full-time employees who previously served under a part-time status within the Union will have their longevity compensation accrual begin retroactively to the part-time hire date within the Union.

27.03 Longevity payments shall be provided in two (2) equal payments in June and December of each year and will be included in the employee's regular paycheck.

27.04 An employee who terminates their employment on a date which falls between determination dates as set forth in the above section, shall receive that portion of longevity compensation to which the employee is entitled on a pro-rated basis up to the date of termination.

ARTICLE 28

CALL-IN PAY

28.01 A full-time employee who is called in to work at a time when the employee is not regularly scheduled to work and not adjacent to their normal shift shall be compensated for at least three (3) hours of work at the employee's applicable overtime rate of pay. This article does not apply to scheduled overtime. For purposes of this article, scheduled overtime will mean work mutually agreed to at least 8 hours prior to the start time of the work.

ARTICLE 29

STAND-BY/ON-CALL PAY

29.01 An employee shall receive two (2) hours pay at the employee's regular straight time hourly rate for every eight (8) hours of required stand-by duty, by the City. The City shall allow a reasonable time in which to reach employees on stand-by. This pay shall be paid in addition to any hours that an employee is required to work on that day.

29.02 Employees on a standby list are required to respond to the request for overtime from their supervisor by calling or texting them back within fifteen (15) minutes of receiving the request. Failure to respond may result in counseling or progressive discipline.

ARTICLE 30

SPECIAL ASSIGNMENTS

30.01 An hourly employee who is temporarily assigned to duties or a position for which a higher hourly rate is provided and works four (4) hours or more during their regular scheduled shift at the higher hourly rate shall be paid the higher hourly rate for all regular hours worked during that regular work day.. The higher hourly rate for the special assignment is the next highest rate to the employee's regular rate. If the assignment continues into or is made during overtime, the employee shall be paid the overtime rate applicable to such duties for the period of such overtime assignment. If by reason of multiple assignments, two (2) different rates of pay become applicable for the same day, the employee shall be paid the higher rate.

30.02 If an employee works a normal workday at a higher job rate and then is called to work overtime at a different and lower job rate, the employee will receive time and one-half (1-1/2) pay for the overtime at the rate of the applicable position the overtime is being work. **If an employee normally works at a specific job seventy (70) percent of the time in any pay period, the employee shall receive a specific job rate for the entire pay period, including vacation, sick leave and holidays.**

30.03 No employee shall be assigned to duties for which a higher wage is provided who has not completed the required probationary period, as provided in Article 11, unless no other employee in that division is available to perform the assignment. An employee on probation shall not perform the assignment of an employee on layoff.

30.04 Non-bargaining unit personnel shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or is such that the assignment eliminates a person in a temporary special assignment to a classification.

30.05 Stewards on special assignment shall clock in and out at their regular work site unless mutually agreed otherwise.

30.06 Special assignments shall not exceed thirty (30) days unless mutually agreed otherwise between the City and the Union.

30.07 All special assignments over 30 consecutive days shall be documented in writing/email listing the duration of such special assignment, and a copy given to the division union steward.

ARTICLE 31 HOSPITALIZATION AND INSURANCE

31.01 The City agrees to provide for full-time members and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable or better than the present plan. The City shall not offer less than two (2) plans.

31.02 The Employer shall establish an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units, if they choose to be represented, and a minimum of one (1) representative of the Employer.

The Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of decreasing costs for both the city and the employees, as well as to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee.

If the committee approves such proposed new or revised plan or plans by unanimous vote, then the city is authorized to implement such plan or plans at the next annual open enrollment period.

31.03 Upon ratification of the contract and approval by City Council the City shall contribute to the AFSCME Care plan \$84.25per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide Dental, Life Insurance, Vision, and Hearing Aid coverage through the AFSCME Care Plan.

<u>Component</u>	<u>Cost</u>
Dental (Level 4)	\$60.00per month
Hearing Aid	\$.50 per month
Life Insurance	\$7.50 per month
Vision (Level 3)	\$16.25per month

TOTAL

\$84.25per month

31.04 Newly hired employees shall have their health care plan become effective on the first day of the month following their date of hire.

ARTICLE 32 UNIFORMS

32.01 Beginning January 1, 2018, The City shall provide each current employee daily uniforms including laundry service (except for Parking Meter Attendants). The City shall replace all uniforms that are no longer wearable due to ordinary wear and tear, and those uniforms damaged in the line of duty that cannot be repaired in accordance with the uniform supplier's policy.

32.02 Parking Meter Attendants will be supplied with five (5) sets of uniforms upon hire. The City will pay for replacement uniforms due to ordinary wear and tear and on-the-job damage. Parking Meter Attendants are responsible for laundering their own uniforms.

32.03 The City shall provide some foul weather gear. This will be limited to winter jackets available from the uniform service (City may choose rental or purchase), gloves, rain gear, and concrete boots. Individual divisions may provide coveralls as necessary as determined by the Division Manager.

32.04 Employees shall receive an annual uniform allowance in the amount of Five Hundred Dollars (\$500.00) to purchase any shoes and additional clothing needed for their work and which are consistent with any specifications identified by the City. This will include, but will not be limited to, work boots, shorts, insulated coveralls, socks, base layers, etc. The uniform allowance shall be provided via credit through the uniform store as selected by the City, with input from the union.

32.05 The City will reimburse employees an additional Fifty Dollars (\$50.00) per year if work boots are purchased from a Lakewood business and the total cost is greater than \$150.00. Reimbursement will be paid after a paid receipt for approved work boots is submitted to the Division Manager by the employee.

32.06 Consideration of the types of Uniforms, fabric, etc., that are to be required will be subject to discussion through labor-management meetings.

ARTICLE 33 TOOLS AND EQUIPMENT

33.1 The City shall provide all tools and equipment to employees for the proper and safe operation of their jobs.

ARTICLE 34 SAFE WORK PRACTICES

34.01 There shall be joint, divisional Union/Employer safety committees for the purpose of discussing safety related problems. Such committees shall be comprised of two (2) Union members and two (2) members of Management. The safety committees shall meet on a quarterly basis during working hours, or more often whenever the need arises, at any time. The City shall provide safety

equipment and maintain proper safeguards for the employees. Executive level safety concerns shall be addressed during the quarterly executive labor/management committee meetings.

34.02 The City's Operations Manager (Fleet Management) shall certify all vehicles purchased used that the vehicles are road worthy.

34.03 The City agrees to limit outside work during extremes in weather, such as excessive heat, cold, wind chill factor, severe storms, high winds, lightning and other severe weather conditions. In the event weather conditions exist during which outside work may be limited, an Operations Manager or supervisor in charge at the time, should, upon request by the Union President or designee, investigate and make a determination whether or not there is a "severe weather condition" in a timely manner. If there is a dispute as to whether a "severe weather condition" exists, the Union President or designee may request a "work limitation" by the Director of Public Works or designee. Nonetheless, employees may be required to work outside in such conditions during an emergency which is defined as an impairment in City services or operations which cannot be delayed until the beginning of the next regular workday. Any dispute regarding the declaration of "severe weather condition" which cannot be resolved may be submitted to Step III of the grievance procedure.

34.04 In the event an emergency is declared by the Director of Public Works or designee, the Union President shall be notified within twenty-four (24) hours.

ARTICLE 35 **FOUL WEATHER GEAR, GLOVES, BOOTS**

35.01 The City shall provide foul weather gear, gloves, and boots to all employees for the proper performance of their jobs. In addition, the City shall also provide gloves to the employees in the Division of Refuse and Recycling.

ARTICLE 36 **SHIFT PREMIUM**

36.01 Full-time employees who work four (4) hours or more as part of a regular shift assignment between the hours of 3:30 p.m. and 8:30 a.m., or who work a regular rotating shift, shall receive a shift premium for all regular hours worked according to the following schedule: 1) \$.75 Second Shift; 2) \$.80 Third Shift; 3) \$1.05 Rotating Shifts.

ARTICLE 37 **JOB CLASSIFICATION**

37.01 If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step IV of the grievance procedure. Any award of the arbitrator shall be retroactive from the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

37.02 No employee may maintain dual classification.

ARTICLE 38

MISCELLANEOUS

38.01 The City shall make office space available to the Union for the purpose of conducting Union business.

38.02 If the City anticipates using welfare recipients, workfare participants or other such public assistance recipient participants to perform bargaining unit work, it will advise the Union and negotiate the effects on the bargaining unit or any welfare-to-work initiative prior to implementing the initiative.

38.03 It is agreed that there shall be at least two (2) workdays in a calendar year set aside for training within the division. This is not a guarantee that all employees will be trained. The manager of the division shall post a volunteer list for training within the division bulletin boards. The volunteer list shall show the training to be offered, the date of the training and the number to be accepted. This list shall be posted at least ten (10) working days before the training is to take place. Picks for training shall be made by seniority first among the classified, second within the division and last city-wide among those who have applied.

ARTICLE 39

ATTENDANCE BONUS

39.1 All full-time, hourly employees, who complete a quarter of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; with no time lost for any reason whatsoever, excluding time off as a direct result of an on-the-job injury resulting in an absence of seven (7) workdays or less (consecutive or intermittent) for each separate and distinct injury (even if FMLA-qualifying), during the initial twelve (12) month period of treatment, shall be entitled to receive a bonus of twelve (12) times their hourly rate for each quarter in which no time absent is recorded. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave, sick leave without pay, sick leave with pay; and workplace injuries exceeding seven (7) workdays (continuous or intermittent) regardless of the reason, shall be counted as time absent.

39.2 All full-time, hourly employees covered under this contract who complete one (1) year (January 1 to December 31) with no days absent for any reason whatsoever shall be entitled to an additional eight (8) personal hours off during the following year. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave (Article 16), sick leave without pay, sick leave with pay, and any workplace injuries exceeding seven (7) workdays (continuous or intermittent), regardless of the reason, shall be counted as time absent.

ARTICLE 40

SPECIAL LICENSES

40.01 Employees that maintain the below listed licenses shall receive additional annual merit pay, in equal installments, upon receipt of the following licenses issued by the state:

	License	Stipend
*Operator in		
Training	Water Distribution	\$ 1,000.00
Class I	Water Distribution License	\$ 1,450.00
Class II	Water Distribution License	\$ 1,750.00
*Operator in		
Training	Waste Water Treatment License	\$ 1,000.00
Class I	Waste Water Treatment License	\$ 1,450.00
Class II	Waste Water Treatment License	\$ 1,750.00
Class III	Waste Water Treatment License	\$ 2,250.00
Class IV	Waste Water Treatment License	\$ 2,750.00
Class I	Laboratory Technician License	\$ 1,450.00
Class II	Laboratory Technician License	\$ 1,750.00
Class III	Laboratory Technician License	\$ 2,250.00
*Operator in		
Training	Water/Waste Water Collection License	\$ 1,000.00
Class I	Water/Waste Water Collection License	\$ 1,450.00
Class II	Water/Waste Water Collection License	\$ 1,750.00
	ISA Certified Arborist	\$ 1,250.00
	Pool Operator Certification	\$ 1,000.00
		\$500/each (max \$6,000)
	ASE Certifications (Fleet)	\$ 500.00
	Boiler Operator License	\$ 750.00
	MACP	\$ 750.00
	LACP	\$ 750.00
	PACP	\$ 750.00
	Commercial Herbicide Applicator License	\$ 500.00
	Back Flow Certification	\$750
	International Municipal Signal Association I	\$ 1,000.00
	International Municipal Signal Association II	\$ 1,500.00
	Tree Risk Assessment Qualified (TRAQ)	\$ 1,250.00
	Plumbing Inspector	\$ 1,500.00
	ACI Flatwork License (3 Steps)	\$750 \$1,000 \$1,250
	Certified Electrician	\$ 2,000.00

*Operator in Training rates shall apply to newly hired employees after January 1, 2023. Those hired prior to January 1, 2023, who already receive the Class I stipend will remain at that stipend tier.

40.02 The City will pay the required fees for the purposes of testing and maintaining licenses which are required for the employee's current position.

40.03 In the event an employee leaves the employment of the City for any reason whatsoever (excluding death) within two (2) years of receiving training, licensing or endorsements at expense, the City shall deduct from the employee's final pay the cost of training, licensing and endorsements.

40.04 The City shall offer training annually for employees wishing to obtain Commercial Driver Licenses (CDL) A, B, C or endorsements. Training shall be conducted on duty. The class size shall be limited by Management and operational needs.

- A. The employer shall reimburse the employee the cost of the first CDL an employee obtains, plus any endorsements to that license and any testing necessary to obtain it. In the event an employee leaves the employment of the City for any reason whatsoever (excluding death) within two (2) years of receiving training, licensing or endorsements at expense, the City shall deduct from the employee's final pay the cost of training, licensing and endorsements.
- B. In the event an employee is required to possess a CDL as a condition of employment and loses their license for any reason whatsoever, or receives eight or more violation points, or fails any required testing, the employee shall be removed from their current position and temporarily reclassified for a period not to exceed ninety (90) days or such longer period as determined by the City, providing a position exists with the Department of Public Works. Such reclassification shall supersede the job posting procedure and may result in a reduction of wages but shall not result in a promotion or increase in per hour rate of pay. When reclassified, the employee shall be placed in the wage tier for that position based upon the employee's date of hire.
- C. If no position is available or the employee is unable or refuses to perform the assigned duties, the employee shall be laid off without the right to bump other regular full-time or part-time employees. If the employee is able to obtain a CDL and has less than eight (8) violation points within ninety (90) days, or such longer period as determined by the City, the employee shall be returned to their previous classification.
- D. If the employee is unable to obtain the CDL within the prescribed time limits, the position shall be posted bargaining unit wide. Once the vacant position has been posted and filled, the employee on layoff status shall be recalled pursuant

Brian Patton, Vice President

Claudia M. Dillinger,
Director of Human Resources

Timothy N. Hudson, Chief Steward

APPROVED AS TO LEGAL
CORRECTNESS AND FORM

FOR OHIO COUNCIL 8

Michael J. Piepsny, Staff Representative

Jennifer L. Swallow, Chief Assistant
Law Director

APPENDIX A WAGES

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

Fleet	3%			3%			4%		
	2026			2027			2028		
	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Group Leader	\$ 33.47	\$ 35.83	\$ 36.85	\$ 34.47	\$ 36.91	\$ 37.95	\$ 35.85	\$ 38.38	\$ 39.47
Fleet Mechanic	\$ 32.69	\$ 33.77	\$ 35.01	\$ 33.68	\$ 34.78	\$ 36.07	\$ 35.02	\$ 36.17	\$ 37.51

Entry Level Mechanic	\$ 29.13	\$ 29.34	\$ 29.56	\$ 30.00	\$ 30.22	\$ 30.44	\$ 31.20	\$ 31.43	\$ 31.66
----------------------	----------	----------	----------	----------	----------	----------	----------	----------	----------

Human Services	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Maintenance Worker	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.48	\$ 31.73	\$ 32.10	\$ 32.74	\$ 33.00	\$ 33.39

Parks & Facilities	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Chief Mechanic	\$ 33.47	\$ 34.47	\$ 36.85	\$ 34.48	\$ 35.51	\$ 37.95	\$ 35.86	\$ 36.93	\$ 39.47
Group Leader	\$ 32.46	\$ 33.41	\$ 35.83	\$ 33.43	\$ 34.42	\$ 36.91	\$ 34.77	\$ 35.79	\$ 38.39
Carpenter	\$ 31.64	\$ 32.59	\$ 35.01	\$ 32.59	\$ 33.57	\$ 36.07	\$ 33.89	\$ 34.92	\$ 37.51
Electrician	\$ 31.64	\$ 32.59	\$ 35.01	\$ 32.59	\$ 33.57	\$ 36.07	\$ 33.89	\$ 34.92	\$ 37.51
Plumber	\$ 31.63	\$ 32.60	\$ 35.01	\$ 32.58	\$ 33.57	\$ 36.06	\$ 33.89	\$ 34.92	\$ 37.50
Pool Technician / Building Maintenance	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Maintenance Worker	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.48	\$ 31.73	\$ 32.10	\$ 32.74	\$ 33.00	\$ 33.39
Groundskeeper	\$ 26.94	\$ 27.41	\$ 28.41	\$ 27.75	\$ 28.23	\$ 29.26	\$ 28.86	\$ 29.36	\$ 30.43
Custodian	\$ 22.86	\$ 23.35	\$ 24.35	\$ 23.55	\$ 24.05	\$ 25.08	\$ 24.49	\$ 25.01	\$ 26.08

Police	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Parking Meter Attendant	\$ 26.94	\$ 27.41	\$ 28.41	\$ 27.75	\$ 28.23	\$ 29.26	\$ 28.86	\$ 29.36	\$ 30.43

Refuse	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Group Leader	\$ 32.18	\$ 33.14	\$ 35.56	\$ 33.15	\$ 34.14	\$ 36.63	\$ 34.48	\$ 35.50	\$ 38.09
Refuse Driver	\$ 29.90	\$ 30.11	\$ 30.45	\$ 30.80	\$ 31.01	\$ 31.37	\$ 32.03	\$ 32.25	\$ 32.62
Cushman Operator	\$ 28.28	\$ 28.51	\$ 28.70	\$ 29.13	\$ 29.36	\$ 29.56	\$ 30.30	\$ 30.54	\$ 30.74
Laborer	\$ 21.99	\$ 24.86	\$ 27.71	\$ 22.65	\$ 25.61	\$ 28.54	\$ 23.56	\$ 26.63	\$ 29.68

Streets/Forestry/ Sign Shop	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Group Leader - Forestry	\$ 32.46	\$ 33.41	\$ 35.83	\$ 33.43	\$ 34.42	\$ 36.91	\$ 34.77	\$ 35.79	\$ 38.39
Group Leader	\$ 32.18	\$ 33.14	\$ 35.56	\$ 33.15	\$ 34.14	\$ 36.63	\$ 34.48	\$ 35.50	\$ 38.09
Street Sweeper Operator	\$ 32.10	\$ 32.70	\$ 33.77	\$ 33.06	\$ 33.68	\$ 34.78	\$ 34.38	\$ 35.02	\$ 36.17
Traffic Signal Technician II	\$ 31.64	\$ 32.59	\$ 35.01	\$ 32.59	\$ 33.57	\$ 36.07	\$ 33.89	\$ 34.92	\$ 37.51
Traffic Signal Technician I	\$ 31.05	\$ 31.29	\$ 31.65	\$ 31.98	\$ 32.23	\$ 32.60	\$ 33.26	\$ 33.52	\$ 33.90
Arborist	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Street Line Painter/Sign Maker	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Streets Construction Maintenance Repair (SCMR)	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Tree Crew	\$ 29.13	\$ 29.34	\$ 29.56	\$ 30.00	\$ 30.22	\$ 30.44	\$ 31.20	\$ 31.43	\$ 31.66

2026

2027

2028

Wastewater Treatment Plant	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Chief Mechanic	\$ 33.47	\$ 34.47	\$ 36.85	\$ 34.48	\$ 35.51	\$ 37.95	\$ 35.86	\$ 36.93	\$ 39.47
Group Leader	\$ 32.46	\$ 33.41	\$ 35.83	\$ 33.43	\$ 34.42	\$ 36.91	\$ 34.77	\$ 35.79	\$ 38.39
Instrument Technician	\$ 31.65	\$ 32.70	\$ 33.77	\$ 32.60	\$ 33.68	\$ 34.78	\$ 33.90	\$ 35.02	\$ 36.17
Lab Technician	\$ 31.65	\$ 32.70	\$ 33.77	\$ 32.60	\$ 33.68	\$ 34.78	\$ 33.90	\$ 35.02	\$ 36.17
Mechanic	\$ 32.69	\$ 33.77	\$ 35.01	\$ 33.68	\$ 34.78	\$ 36.07	\$ 35.02	\$ 36.17	\$ 37.51
Shift Operator	\$ 30.72	\$ 31.14	\$ 31.58	\$ 31.64	\$ 32.08	\$ 32.53	\$ 32.90	\$ 33.36	\$ 33.83
Filter Press Operator	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Maintenance Worker	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Semi-Truck Driver	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Plant Attendant	\$ 26.37	\$ 27.30	\$ 28.32	\$ 27.16	\$ 28.12	\$ 29.17	\$ 28.25	\$ 29.25	\$ 30.33

Water/Sewer/Metering	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Group Leader	\$ 32.46	\$ 33.41	\$ 35.83	\$ 33.43	\$ 34.42	\$ 36.91	\$ 34.77	\$ 35.79	\$ 38.39
Plumber/Backflow Inspector	\$ 32.73	\$ 33.69	\$ 36.11	\$ 33.71	\$ 34.70	\$ 37.19	\$ 35.06	\$ 36.09	\$ 38.68
Power Digger Operator	\$ 31.14	\$ 31.69	\$ 32.24	\$ 32.08	\$ 32.64	\$ 33.20	\$ 33.36	\$ 33.95	\$ 34.53
Camera Truck Operator	\$ 31.05	\$ 31.29	\$ 31.65	\$ 31.98	\$ 32.23	\$ 32.60	\$ 33.26	\$ 33.52	\$ 33.90

Jet Truck Operator	\$ 31.05	\$ 31.29	\$ 31.65	\$ 31.98	\$ 32.23	\$ 32.60	\$ 33.26	\$ 33.52	\$ 33.90
Meter Maintenance Crew	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Sewer Digger Crew	\$ 30.05	\$ 30.43	\$ 30.71	\$ 30.95	\$ 31.35	\$ 31.63	\$ 32.19	\$ 32.60	\$ 32.89
Water Maintenance Crew	\$ 30.05	\$ 30.43	\$ 30.71	\$ 30.95	\$ 31.35	\$ 31.63	\$ 32.19	\$ 32.60	\$ 32.89
Sewer Maintenance Crew	\$ 30.05	\$ 30.43	\$ 30.71	\$ 30.95	\$ 31.35	\$ 31.63	\$ 32.19	\$ 32.60	\$ 32.89
Water Meter Reader	\$ 28.76	\$ 29.34	\$ 29.56	\$ 29.62	\$ 30.22	\$ 30.44	\$ 30.80	\$ 31.43	\$ 31.66

Miscellaneous Positions	Start	12 Month	24 Month	Start	12 Month	24 Month	Start	12 Month	24 Month
Sidewalk Inspector	\$ 31.64	\$ 32.59	\$ 35.01	\$ 32.59	\$ 33.57	\$ 36.07	\$ 33.89	\$ 34.92	\$ 37.51
Concrete Finisher	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Painter	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Front End Loader	\$ 30.56	\$ 30.81	\$ 31.17	\$ 31.47	\$ 31.73	\$ 32.10	\$ 32.73	\$ 33.00	\$ 33.38
Tow-Moter	\$ 29.80	\$ 30.01	\$ 30.35	\$ 30.70	\$ 30.91	\$ 31.27	\$ 31.93	\$ 32.14	\$ 32.52
Leaf Vacuum Machine Operator	\$ 29.13	\$ 29.34	\$ 29.56	\$ 30.00	\$ 30.22	\$ 30.44	\$ 31.20	\$ 31.43	\$ 31.66
Heavy Equipment Operator	\$ 28.76	\$ 29.74	\$ 30.72	\$ 29.62	\$ 30.63	\$ 31.64	\$ 30.80	\$ 31.85	\$ 32.90
Laborer	\$ 21.99	\$ 24.86	\$ 27.71	\$ 22.65	\$ 25.61	\$ 28.54	\$ 23.56	\$ 26.63	\$ 29.68

APPENDIX B SUBCONTRACTING ANNOUNCEMENT

[DATE]

Greetings,

Per Article 19 of the AFSCME labor agreement the City is notifying you of an opportunity to propose an alternative or bid on the following project:

- [DESCRIPTION OF PROJECT].

If you wish to meet about this project, please notify the City within twenty-four (24) hours. Otherwise, please respond with either your alternative or bid for this project within ten (10) working days from the date on this notification.

Sincerely,

Public Works Department
City of Lakewood

Appendix C – ME TOO

The City and Union agree that should any other bargaining unit receive a total percentage increase to base wages only that is greater than ten (10) percent over the duration of the contract through fact finding or arbitration, the union shall automatically receive the additional increase.

EXHIBIT F

AGREEMENT

BETWEEN THE

THE CITY OF LAKEWOOD

AND

LOCAL UNION 1043

AND

OHIO COUNCIL 8

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

ADMINISTRATIVE EMPLOYEES CHAPTER

January 1, 2026 to December 31, 2028

Table of Contents

ARTICLE 1	PURPOSE.....	1
ARTICLE 2	RECOGNITION.....	1
ARTICLE 3	NON-DISCRIMINATION.....	1
ARTICLE 4	CHECK-OFF.....	1
ARTICLE 5	MANAGEMENT RIGHTS.....	3
ARTICLE 6	NO STRIKE.....	4
ARTICLE 7	BULLETIN BOARDS.....	4
ARTICLE 8	UNION REPRESENTATION.....	5
ARTICLE 9	DISCIPLINE.....	6
ARTICLE 10	GRIEVANCE PROCEDURE.....	7
ARTICLE 11	PROBATIONARY PERIOD.....	9
ARTICLE 12	SENIORITY.....	10
ARTICLE 13	HOURS OF WORK.....	10
ARTICLE 14	OVERTIME – PREMIUM PAY.....	12
ARTICLE 15	EQUALIZATION OF OVERTIME.....	13
ARTICLE 16	GENERAL LEAVE/PERSONAL LEAVE.....	13
ARTICLE 17	LEAVES OF ABSENCE.....	14
ARTICLE 18	SICK TIME PAY & PAID PARENTAL/CHILDBIRTH LEAVE.....	15
ARTICLE 19	UNION LEAVE.....	16
ARTICLE 20	LAYOFFS AND RECALL.....	17
ARTICLE 21	PROMOTION/JOB BIDDING.....	18
ARTICLE 22	HOLIDAYS.....	20
ARTICLE 23	VACATIONS.....	21
ARTICLE 24	WAGES.....	23

ARTICLE 25	LONGEVITY COMPENSATION.....	23
ARTICLE 26	CALL-IN PAY AND ON-CALL PAY.....	23
ARTICLE 27	SPECIAL ASSIGNMENTS.....	24
ARTICLE 28	HOSPITALIZATION AND INSURANCE.....	25
ARTICLE 29	WORK CLOTHING, TOOLS AND EQUIPMENT.....	26
ARTICLE 30	SAFE WORK PRACTICES.....	26
ARTICLE 31	SHIFT PREMIUM.....	26
ARTICLE 32	JOB CLASSIFICATION.....	26
ARTICLE 33	MISCELLANEOUS.....	27
ARTICLE 34	ATTENDANCE BONUS.....	28
ARTICLE 35	SPECIAL LICENSES.....	29
ARTICLE 36	LEGALITY.....	30
ARTICLE 37	PERSONNEL FILES.....	30
ARTICLE 38	INJURY ON DUTY.....	30
ARTICLE 39	LABOR/MANAGEMENT COMMITTEE SAFETY COMMITTEE.....	31
ARTICLE 40	MILEAGE.....	31
ARTICLE 41	TUITION REIMBURSEMENT.....	31
ARTICLE 42	DURATION.....	32
APPENDIX A	WAGES.....	1

ARTICLE 1 PURPOSE

1.01 This Agreement is made between the City of Lakewood, Ohio, hereinafter referred to as the “City,” and Ohio Council 8 and the Administrative Chapter of Local 1043 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.” The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term “employee” or “employees” where used herein, refers to all regular full-time employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2 RECOGNITION

2.01 The City of Lakewood recognizes Local Union 1043 and Ohio Council 8, American Federation of State, County and Municipal Employees (administrative chapter) as the exclusive collective bargaining representative of the employees who work in the classifications set forth in SERB Certification No. 03-REP-11-0229, dated February, 26, 2004 and corrected April 21, 2004, and thereafter amended on November 22, 2005.

ARTICLE 3 NON-DISCRIMINATION

3.01 The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment.

ARTICLE 4 CHECK-OFF

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

4.02 The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing the employee’s signature, provided that:

4.03 An employee shall have the right to revoke such authorization by giving written notice to the City and the Local Union Treasurer at any time Revocation of Union membership does not revoke union dues authorization, which may be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked Union membership, for a period of one (1) year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

4.04 The City's obligation to make deduction shall terminate automatically upon termination of employment or transfer to a job classification outside the bargaining unit.

4.05 The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to the Article, unless specifically excepted above.

4.06 The City shall provide the Union with a list of employees who enter or exit the bargaining unit promptly after the employees enter or exit the bargaining unit. The parties agree that should fair-share fees become valid through a ruling by a court of competent jurisdiction of legislative action, the prior language and procedures in Section 4.06, 4.07, 4.08 and 4.09 of the originally approved 2017-2019 collective bargaining agreement between the parties shall be reinserted into this agreement, and fair-share fees shall be deducted, per the previously established procedure, at a prorated rate beginning with the effective date of the court order or law.

4.07 Employees may authorize the City to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deductions (check-off). Upon receipt of the employee's PEOPLE deduction authorization, the City shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted and processed separately from dues or fair share deductions.

4.08 The City authorizes ACH transfer payment of Union dues.

Section 1. Upon the presentation of a written deduction authorization signed by the employee, the employer shall deduct Union dues, initiation fees, and assessments from the pay of bargaining unit employees in accordance with the terms of this executed authorization. The Union shall notify the Employer of the amounts to be deducted. Deductions shall be made from the pay of employees (monthly/biweekly).

Section 2. Previously signed and un-revoked authorization cards shall continue to be effective for current and reinstated employees.

Section 3. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8 , AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall

provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account information.

Section 4. The Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org subject line: Local 1043, Pay date __/__/__:

1) Dues List: name (last name, first name, middle initial) current address, phone number, department/work unit, last four digits of the social security number and the amount of the deduction for each employee, as well as, the total amount of the dues deducted for all employees for the pay period of the report.

2) Non-member list: In alpha order by last name. The current name, address, phone number and department/work unit of each bargaining unit employee who are non-members.

3) Dropped employees: In alpha order by last name, last four digits of social security number, current address and phone number of bargaining unit employees who were dropped from the previous dues list and the reason each was dropped.

4) Total remittance amount.

This section shall be deemed complied with if one list containing fields with all of the above information (including a field showing whether an employee is a union member or non-member) is provided by the Employer to the Union in Excel format for all bargaining unit employees. The grouping of members and non-members, and the totals required by the section shall be calculated and/or organized by the Union using the fields provided in the Excel format.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: 1) determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organization structure; 2) direct, supervise, evaluate and hire employees; 3) maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, enlarge or contract any work; 4) manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; 5) suspend, discipline or discharge for just cause; 6) layoff, transfer (including the assignment and allocation of work) within departments or to other departments, assign, schedule, promote or retain employees; 7) determine the adequacy of and direct the work force; 8) determine the overall mission of the City as a unit of government and take actions to carry out that mission; 9) effectively manage and direct the work force and operations; 10) control the premises and facilities, and determine the number and location of facilities; 11) promulgate and enforce reasonable employment rules and regulations; 12) introduce new and/or improved equipment, methods and/or facilities; 13) determine the size, duties and work methods of the work force; 14) determine the number of shifts required and work schedules; 15) establish, modify, consolidate or abolish jobs (or classifications); 16) determine the manner in which the work is to be processed or to be subcontracted to outside, independent companies; 17) determine staffing

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

5.02 The foregoing is subject to the restrictions and regulations governing the exercises of these rights as are expressly provided herein.

ARTICLE 6 NO STRIKE

6.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation or operations of the City for the duration of this Agreement.

6.02 Violations of Section 1 of this Article shall be proper cause for discharge or other disciplinary action by the City.

6.03 The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

6.04 The City shall not lockout any employees for the duration of this Agreement.

ARTICLE 7 BULLETIN BOARDS

7.01 The City shall provide the Union with a locked bulletin board in each of the following divisions or locations:

- A. City Hall Lower Level, Police, Fire Station #1, Cove Community Center, Animal Control, and City Hall Annex.
- B. The Administrative Chapter Shall share existing Union bulletin board space at Public Works Garage, MUG Building, Refuse, and the Wastewater Treatment Plant.
 1. Such bulletin boards shall be used only for posting notices bearing the written approval of the President of the Union, the Administrative Chapter Chairperson or an official representative of Ohio Council 8 and shall be solely for Union business.
 2. No notice or other writing may contain anything political, controversial or critical of the City or any other institution, or any employee or other person.

3. Upon request from the appropriate official of the City or designee, the Union will immediately remove any notice or other writing that the City believes violates the aforementioned, but the Union shall have the right to grieve such action through the grievance procedure.

7.02 Keys shall be provided only to the Union Administrative Chapter Chair, Stewards and the appropriate City officials.

ARTICLE 8 UNION REPRESENTATION

8.01 Employees selected by the Union to act as representatives for the purpose of processing and investigating grievances under Article 10 of this Agreement shall be known as “stewards.” Each steward may have an alternate who has the right to act in the absence of the steward. The City will recognize the following seven (7) stewards:

One Chief Steward

Two Stewards Department of Human Services

One Steward Police and Fire

Two Stewards City Hall and City Hall Annex

One Steward Waste Water Treatment Plant/Water
Department/Public Works/MUG/Armory

8.02 The Union will provide the City with a written list of the stewards and their alternates. This list will be updated each time the identity of a steward or alternate changes. The City has no obligation to recognize a steward or alternate whose identity has not previously been announced to the City in this fashion.

8.03 Stewards and alternates must work in the area as stated in 8.01, and on the shift which the steward and/or alternate represents and shall not function as a Union representative in any other area.

8.04 No Union meeting or other Union activities shall take place during working hours without prior approval of the division head or the Director. A steward who wishes to perform Union work on City time must first complete a Union Time form on Right Stuff and submit the form to his/her manager for approval. Good faith requests will not be unreasonably denied. However, a steward may process or discuss a grievance with an employee and/or their supervisor during the final fifteen (15) minutes of the shift without prior approval, excluding travel time.

8.05 A steward who has an individual grievance in connection with his/her own work may ask the Chief Steward to assist in adjusting the grievance.

8.06 The Chapter Chairperson or designee shall be provided a reasonable amount of time to carry out the functions of his/her office. However, before performing any work on City time, the Chapter Chairperson must obtain permission from his/her manager by submitting a completed Union Time form on Right Stuff to the manager. Good faith requests will not be unreasonably denied. No other employee will be permitted to perform Union work on City time except by mutual agreement.

8.07 When there is a reduction in force, the Local Union officers, the Chapter officers, the Chief Steward and division stewards shall be retained at work regardless of their seniority. If their jobs are not operating, they will be placed in other jobs, provided they are qualified to perform the available work. This subsection is enforceable only to the extent that such seniority is lawful.

8.08 The City shall provide the Chapter Chairperson with a copy of any new policy letters or work rules affecting bargaining unit members at least twenty-four (24) hours before the notice is given to the membership.

ARTICLE 9 DISCIPLINE

9.01 In the event that an employee has been recommended for suspension or discharge, prior to any action being taken on such a recommendation, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The City shall notify the employee and his steward or the Chapter Chairperson (in the event of possible termination) of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss their suspension or discharge with the steward or the Chapter Chairperson in an area made available by the City. An employee who is suspended or discharged shall be mailed or emailed a written notice within forty-eight (48) hours, stating the reasons for whatever disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on City premises with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's Local Union steward within forty-eight (48) hours. All disciplinary action may be appealed by the employee through the grievance procedures outlined herein.

9.02 Discipline will be imposed within fifteen (15) working days of the event causing the discipline, or within fifteen (15) working days of when the supervisor knew or should have known of the event, or within fifteen (15) working days of the employee returning to work, whichever is later. If the employee is subject to a criminal investigation, the fifteen (15) day period shall not start until the investigation is completed.

9.03 Records of disciplinary actions not involving a suspension shall cease to have force and effect twelve (12) months after the effective date, providing there is no intervening disciplinary action taken during the time period. All other records of disciplinary action shall cease to have force and effect thirty-six (36) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper.

10.02 A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including disciplinary actions, and when any such grievance arises, the following procedure shall be observed:

Step I. The Union steward shall present the grievance, in writing, to the employee's Supervisor or designee within five (5) working days after the employee knew or should have known of the event or within five (5) working days after the employee returns to work, whichever is later, upon which the grievance is based. The grievance shall be signed by the employee and the steward, and the employee's supervisor or the designee shall sign and date the grievance form. The supervisor shall meet with the steward and the employee(s) within five (5) working days in an attempt to adjust the grievance. The supervisor shall give a written answer and a copy of the grievance to the steward, grievant, Ohio Council 8 representative and the Union President within five (5) working days after the meeting.

Step II. If the grievance is unsatisfactorily settled in Step I, the Union may appeal the grievance, in writing, within five (5) working days after receipt of the Step I answer to the Department Director. The Director, together with the Division Head and other appropriate supervisory personnel, shall meet with the steward, Chief Steward and Chapter Chairperson within five (5) working days after the grievance has been filed in an attempt to adjust the grievance. It is understood that the parties shall attempt to resolve the grievance at this step of the grievance procedure (through the process of negotiated settlements of each grievance). Each party shall be permitted time to caucus in order to settle grievances (at this step). While it is desirable to have each grievance settled or answered in an informal manner at the meeting, nevertheless, settlement agreements shall be put in writing and signed by the parties no later than five (5) working days after the Step II meeting. Likewise, unresolved grievances shall be answered, in writing, by the Director no later than five (5) working days after the Step II meeting, and shall be sent to the Union President, grievant, Ohio Council 8 representative and stewards.

Step III. If the grievance is not settled in Step II, the Union may submit the grievance to the Human Resources Director no later than five (5) working days after the Step II answer is received. The Mayor and/or designee (Human Resources Director or Law Director), the Director and other appropriate personnel shall convene a meeting with the Union grievance committee together with a representative from Ohio Council 8. Such meeting shall be held at a mutually convenient time, but not later than ten (10) working days after the appeal of the Step II answer. Suspensions which are appealed through the grievance procedure shall be submitted directly to

Step II. Terminations which are appealed through the grievance procedure shall be submitted directly to Step III.

While it is desirable to have each grievance settled or answered in an informal manner at the meeting, settlement agreements shall be put in writing and signed by the parties no later than ten (10) working days after the Step III meeting. Likewise, unresolved grievances shall be answered, in writing, no later than ten (10) working days after the Step III meeting and shall be sent to the Chapter Chairperson with a copy to the Ohio Council 8 representative and the grievant.

Provided that before a matter is declared to be at an impasse, either party may refer the grievance to the Mayor. The Mayor shall have ten (10) days to render a decision after reviewing the facts and, if necessary, after hearing oral presentation. The Union may, after receiving the Mayor's decision, refer the grievance to Step IV of the contractual grievance/arbitration procedure. Policy grievances may be submitted directly to Step III of the Grievance Procedure.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union shall give, within three (3) months after receipt of the Step III answer, the City written notice of its intent to appeal the grievance to arbitration. The City and the Union shall meet to select an arbitrator from the following panel of arbitrators: Nels Nelson, James Mancini, Harry Graham, David Pincus and Robert Stein. Should the previous panel fall below five arbitrators, the City and Union shall request additional names through the Federal Mediation and Conciliation Service (FMCS) to fill any vacancies. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearings shall be held in the City of Lakewood, on City property. The Union may select up to five (5) members to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration procedure. The City and Union may mutually agree to mediation before automatically moving to arbitration.

10.03 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances, and in reaching the arbitrator's decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

10.04 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and employee(s). All hearings shall start at a mutually agreeable time. The Union may make non-substantive amendments to the grievance at Steps I, II and III. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and employee(s). A grievance may be withdrawn by the Union at any time during Steps I, II, III or IV of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that or any other grievance. The grievant may be present and participate at each step of the grievance procedure.

10.05 Time limits set forth in a grievance procedure shall, unless extended by mutual written/email agreement of the City and the Union, be binding on both parties. Failure by the Union to meet its time limits shall result in the abandonment of the grievance. Failure by the City

to meet its time limits shall result in the grievance advancing to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgment noting the time and date the Union and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Union shall be in writing with a copy being sent to the appropriate Directors.

10.06 There shall be a grievance committee consisting of the Chapter Chairperson, Chief Steward, Chapter Secretary and applicable steward, and any other person mutually agreed upon.

10.07 Any grievance which has been appealed to arbitration may be referred to grievance mediation by either party. The parties shall attempt to use a commissioner provided by the Federal Mediation and Conciliation Service (FMCS) for the purpose of serving as a mediator in any dispute. If such commissioner is not readily available, the parties may select another mediator by either mutual agreement or through a list provided by FMCS pursuant to that organization's rules of conciliation. The cost for any mediation shall be shared equally by the parties.

10.08 Mediation efforts shall be informal in nature. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraint regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

10.09 If the grievance remains unresolved at the end of the mediation session, the mediator may provide an oral (or, if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

ARTICLE 11 PROBATIONARY PERIOD

11.01 New full-time employees shall be considered to be on probation for a period of ninety (90) calendar days, except for new full-time animal control officers who shall be considered to be on probation for a period of six (6) months, and during such probationary period, the City shall have sole discretion to discipline or discharge such employees, and such actions during this period cannot be reviewed through the grievance procedure.

11.02 If an employee is discharged or quits while on probation and is later rehired, the employee shall be considered a new employee and subject to provisions of Section 1 of this Article.

11.03 Any City employee who works in a classification outside this bargaining unit shall be considered a new employee when transferred to this bargaining unit, except those who are currently members of an AFSCME bargaining unit. Any new employee in this bargaining unit who has had previous employment with the City of Lakewood shall retain all credits due towards longevity, vacation, and sick leave accumulation.

ARTICLE 12 SENIORITY

12.01 Seniority, for the purpose of layoff, shall be an employee's uninterrupted length of continuous service with the City within a classification included in the bargaining unit. An employee shall have no seniority during the probationary period provided in Article 11, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Management personnel shall not accumulate any seniority while employed outside the bargaining unit.

12.02 Upon the request of a Chapter Officer, but not more than twice a year, the City shall provide the Union with a copy of the seniority lists and these lists shall be updated and provided as requested. The seniority lists shall contain, in order of seniority, the name, division, classification and date of hire for each employee. Additional lists shall be provided as requested by the union. Seniority shall be broken when an employee:

1. Quits or resigns.
2. Is discharged for just and proper cause.
3. Is laid off for a period of more than twenty-four (24) consecutive months.
4. Fails to report to work when recalled from layoff within five (5) calendar days from the date on which the certified mail is received by the employee. The City will send the employee notice by certified mail (to the employee's last known address as shown on the City's records).
5. Is absent without leave for three (3) or more working days, unless a reasonable excuse for absence is shown.

12.03 Bargaining unit employees appointed to the position of supervisor, shall lose all bargaining unit seniority rights on the ninetieth (90th) day following their appointment.

12.04 Years of service for purposes of promotion shall be defined as years of service within a classification included in the bargaining unit.

ARTICLE 13 HOURS OF WORK

13.01 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, exclusive of the time allotted for meals, during the period starting at 12:01 a.m. Sunday to midnight Saturday. An employee's workday begins with the commencement of his regular shift. This section shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right to establish and change hours of work, shifts and schedule of hours, provided that this section shall not be construed

to give the City the right to reduce the workweek below forty (40) hours per week for any full-time, permanent, hourly employee.

13.02 Unless the supervisor and employee agree to a temporary change in hours of work the following provisions apply: In the event a change in hours of work becomes necessary, due to permanent or seasonal requirements, or a special project agreed to between the City and the Union, the individual(s) concerned and the Union shall be advised ten (10) working days prior to the change going into effect. If the Union requests, the parties shall meet and discuss the reasons for such changes. Further, if there is a dispute as to the change, the parties will attempt to resolve the dispute. It is recognized that the changes will not be made for arbitrary, capricious or discriminatory reasons.

13.03 Employees will work an eight (8) hour straight day shall continue to receive a thirty (30) minute paid lunch period as part of their eight (8) hour day.

13.04 Employees working overtime shall be entitled to a fifteen (15) minute break after two (2) hours of overtime.

13.05 Where two (2) or more employees are qualified to do the job whose hours are being changed, the City shall request volunteers by seniority. If no employee volunteers, then the least senior qualified employee shall be required to make the change.

13.06 Should any part-time employee of the City be classified as full-time into a classification that they currently hold as part-time and within the same division, they shall be placed on the salary schedule at a step equal to, or the next higher step, than the employee's current wage rate. This wage rate shall be effective beginning the day of appointment into the full-time position.

13.07 The City will not hire any new part-time employees at a rate of pay higher than the starting wage rate for the same full-time classification in the bargaining unit. Also, the City will not increase the wages of any part-time employees above the amounts listed in the Wage Scale for the length of service they obtain.

13.08 AFSCME Admin bargaining unit members' regularly scheduled hours of work on Christmas Eve will consist of a 4-hour shift ending no later than 12:30 p.m., which will count as 8 regular hours for payroll purposes. In the event a member is required to work any hours over the 4 hours worked due to the needs of the department, he or she will receive 1 regular hour of comp time for each hour worked beyond 4 hours, to be added to the member's comp time bank.

13.09 Effective with ratification of this contract all new bargaining unit employees must sign up for direct deposit upon hire. All current bargaining unit employees must sign up for direct deposit within 60 days of the ratification of this contract.

13.10 Members will be authorized to donate blood on work time for up to two hours at local Lakewood blood drives.

ARTICLE 14 OVERTIME – PREMIUM PAY

14.01 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) workweek, and for all full-time employees all hours worked in excess of eight (8) hours in any continuous twenty four (24) hour period, beginning with the commencement of the employee's shift.

14.02 All employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday, Sunday or any holiday as defined herein or in the ordinances, except those employees who are working on a rotating shift, and those employees normally scheduled to work on Saturday, Sunday and holidays. All employees who are called back from vacation or required to work on Thanksgiving, Christmas or New Year's Day shall receive a rate of two (2) times their basic pay rate for all hours worked.

14.03 In the event an employee is required to work any seven (7) consecutive days, the employee shall be compensated at the rate of double (2 times) his regular rate of pay for that seventh (7th) day, only provided that holiday, vacation or sick leave shall not be counted as days worked and the member actually worked 48 hours in the preceding 6 days.

14.04 Overtime paid for work performed on a compensated holiday shall be in addition to the regular time compensated for such holiday, but holiday hours so compensated shall not again be used in any other overtime computations.

14.05 When two (2) or more types of overtime are applicable to the same hours of work, only one (1) will be paid. In no cases will overtime be duplicated or pyramided.

14.06 No credit will be allowed or premium payment made for overtime labor unless it is rendered pursuant to prior order of approval by the division head or other supervisory employee customarily authorized to grant such approval.

14.07 Employees who work four (4) hours of overtime shall be entitled to a thirty (30) minute lunch period with pay, scheduled by the Director or designee.

14.08 Except for emergencies, employees who report off from work because they are sick or on funeral leave shall not be eligible for overtime for twenty-four (24) hours from the start of the shift from which they called off sick or started funeral leave. Such employees shall not be called for overtime for that period.

14.09 Employee may elect to receive compensatory time at the overtime rate rather than overtime pay for any overtime worked up to a maximum bank of one hundred twenty (120) hours. Compensatory time may be used with prior approval. The accumulation of compensatory time will follow the provisions of this article.

14.10 An employee may convert compensatory time to "cash". Request must be in writing or via the time keeping system to the Department Head at least two (2) weeks in advance.

ARTICLE 15 EQUALIZATION OF OVERTIME

15.01 The City shall be the sole judge of the necessity of overtime. When overtime is necessary, the City shall offer the available overtime to employees in the following order:

1st-classified employees who normally perform the work on a daily basis, in accordance to seniority on a rotating basis;

2nd-qualified employees within the division, in accordance with seniority on a rotating basis;

3rd-qualified employees within the department, in accordance with seniority on a rotating basis;

4th-qualified employees city-wide, in accordance with seniority on a rotating basis.

15.02 If a sufficient number of employees still have not been obtained, the City may assign the work to qualified employees from the city-wide seniority list in reverse order of seniority.

15.03 Supervisory employees shall not work bargaining unit overtime if immediately qualified members of the bargaining unit are available. College and temporary employees shall not work bargaining unit overtime work.

15.04 A record of all overtime hours worked by or credited to each employee, by classification, by division, and in a payroll period, shall be recorded on lists by the City and posted in each division. The lists shall be updated in a timely fashion.

15.05 If an employee is inadvertently passed over for overtime, the employee shall be the next called until the overtime lost has been worked.

ARTICLE 16 GENERAL LEAVE/PERSONAL LEAVE

16.01 An employee who has completed their probationary period may be granted time off without pay for a period not to exceed thirty (30) calendar days in duration. Said personal leave may be granted by the Director of the employee's department. It is agreed that requests for personal leave will not be denied unreasonably. It is further agreed that the employee requesting personal leave shall give the City a minimum of two (2) weeks written notice except in cases of extreme emergencies.

16.02 Should an employee require additional time over the thirty (30) day limit, an additional written request shall be presented for approval to the Director, with concurrence by the Mayor or Human Resources Director.

16.03 An employee shall accumulate seniority only during the first thirty (30) days of their personal leave of absence.

16.04 All leaves of absence must be applied for and granted, in writing. An employee will be notified, in writing, within three (3) working days from the date the application was made, of the approval or disapproval of any leave of absence. An employee shall accumulate seniority during any leave of absence except during personal leaves of absence. Upon returning from leaves of absence, the Union will receive notification of the employee status.

16.05 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City may cancel the leave, direct the employee to return to work and impose disciplinary action.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Funeral Leave

A. If death occurs among members of the employee's family, such employee shall be granted funeral leave without loss of pay, benefits, days off, holidays or vacation, in accordance with the following schedule (time off must be consecutive and include the day of the funeral):

1. Spouse, son, daughter, stepchild 10 working days
mother, father, stepparent

2. Brother, sister, grandparent 5 working days
grandparent-in-law, grandchild
mother-in-law, father-in-law,
brother-in-law, sister-in-law,
daughter-in-law, son-in-law,
provided the employee attends the funeral.

B. If the death occurs outside of the continental United States and the employee does not attend the funeral, one (1) day's leave will be granted. One (1) day's leave will be granted in the event of the death of an aunt or uncle, niece or nephew, provided the employee attends the funeral. If an individual on funeral leave requests additional time off, additional days may be granted and charged to sick leave or vacation at the employee's option.

17.02 Jury Duty/Witness Duty Leave

A. A full-time employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence with pay for the period of jury or witness service. To be eligible for such pay, an employee must present certification of their call to jury duty or witness duty. Only when jury duty or witness duty is in Lakewood Court, shall the employee reimburse the City any monies received from the Court and shall return to work for any remaining hours of the work shift upon release from such court duty.

- B. The parties expressly agree that the concept of jury duty pay is for the employee to be able to serve jury duty without the loss of compensation for such time, and not to provide a windfall for employees called to jury duty. Accordingly, jury duty pay will be calculated to ensure that the employee does not lose any straight-time compensation he/she would have earned absent jury service.

17.03 Military Leave

An employee shall be granted a leave of absence for military duty in accordance with state and federal law.

ARTICLE 18 SICK TIME PAY & PAID PARENTAL/CHILDBIRTH LEAVE

18.01 All employees shall earn sick time pay at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick time to nine hundred and sixty (960) hours. Sick time pay may be utilized on account of illness or injury incapacitating the employee from working and requiring the employee's absence or to care for sick or injured, pregnant, or newborn members of the employee's immediate family. Immediate family for the purpose of this Article shall be defined as spouse, son, daughter, stepchild, mother, father or stepparent. If the marriage of people of same sex is no longer permitted by law the definition of spouse will include same-sex partners and the definition of stepchild will include the children of same-sex partners.

18.02 If the employee is absent from work for more than two (2) consecutive days, the employee must complete a Certificate of Illness or Injury form and have their physician complete the attending physician's statement or attach an acceptable statement from the physician to the certificate that indicates that the employee is able to return to regularly assigned duties. Sick absences will be counted even if interrupted by other days off, i.e. sick Friday, regular scheduled days off Saturday, Sunday, sick Monday and Tuesday will count as more than two (2) consecutive working days.

18.03 Any abuse or patterned use of sick time shall be just and sufficient cause for disciplinary action, and the City's Sick Abuse Policy shall apply.

18.04 In the event an employee becomes or continues to be incapacitated from work by illness or injury, after exhaustion of his acquired sick time, they may apply for donations of time according to the Sick Time Donation policy.

18.05 Sick Time and Conversion

- A. Employees may accumulate one hundred and twenty (120) days of unused sick time, and they shall be allowed to convert said sick time into a lump sum cash payment upon retirement, resignation or death. The amount of unused sick time allowed to be converted shall be based on the following years of service with the City of Lakewood:

0 to 9 years: 0%
10 to 14 years: 33%
15 to 19 years: 40%
20 years or more: 50%

- B. This lump sum sick time conversion payment will be made within thirty (30) days after retirement, resignation or death. Any employee, at the time of their retirement, shall receive all terminal leave benefits, including vacation time, unused holiday time, accrued longevity or other unused compensatory time in one (1) lump sum payment.
- C. If an employee dies while in paid status, any terminal leave benefits to the employee's credit, as set forth herein, shall be paid pursuant to any order issued by the Probate Court or pursuant to the request of the trustee of the employee's trust.

18.06 Conversion of Sick Time Over One Hundred and Twenty (120) Days

- A. All employees who have accumulated more than one hundred and twenty (120) days of sick time may convert on a three (3) to one (1) basis all days accumulated over one hundred and twenty (120) days into a lump sum cash payment at the end of each calendar year.

18.07 An employee must apply for FMLA leave after three (3) days of consecutive non-work-related or work-related illness or injury, being hospitalized overnight or when a serious medical condition as defined by the FMLA law and regulations causes intermittent time off. The City will notify employees regarding this obligation.

18.08 Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

ARTICLE 19 UNION LEAVE

19.01 At the request of the Union, a leave of absence without pay may be granted to one employee per calendar year who is either, (1) selected for a Union office, (2) employed by the Union, (3) required to attend a Union convention, or (4) performing any other function on behalf of the Union necessitating a suspension of active employment for a period not to exceed two (2) days per contract year. If the employee is the President, Vice President, Secretary, Treasurer, or Recording Secretary of Local 1043, the leave shall be with pay. The granting of such a leave will be subject to the operational needs as determined by the employee's department head.

19.02 Based upon its operational needs, the City may grant a leave of absence without pay for one (1) employee selected by the Union to be employed by the Union. Such leave will be subject to the following conditions:

- A. Leaves of absence shall not be longer than one (1) year in duration. On the 366th day after such leave began, the employee will no longer have seniority under this Agreement. If the leave occurs during leap year then the

employee will no longer have seniority after the 367th day after such leave began.

- B. All fringe benefits of the selected individual shall be terminated upon the start date of the leave of absence and shall be reinstated upon the employee's return. However, the employee will continue to be eligible for medical insurance according to the plan document.
- C. The selected employee shall not be permitted on City property to conduct any Union activity without written agreement.
- D. The selected employee shall not be entitled to accumulate any seniority during the employee's absence, and the employee's service time with the City shall be adjusted accordingly with days absent.
- E. Should a job posting be required to replace the selected employee on the leave of absence, the job posting shall indicate the position to be filled as temporary in nature.
- F. Upon completion of the leave of absence, the selected employee shall be returned to the position held prior to his leave of absence with all benefits and wages intact, and the employee's replacement shall return to his previous job.

ARTICLE 20 LAYOFFS AND RECALL

20.01 Whenever it is necessary for the City to reduce its bargaining unit forces, employees shall be laid off in the following order:

- A. Students.
- B. Temporary, seasonal and part-time employees.
- C. Employees who have not completed their probationary period.
- D. Employees by city-wide seniority in the classification to be laid off in the reverse order of seniority.

20.02 All employees shall be laid off by classification on the basis of seniority within the categories enumerated above. The City will lay-off by classification the employee(s) who has/have the least amount of seniority. If the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "Z" to "A." Employees with greater city-wide seniority may bump less senior employees in classifications whose work they are qualified to perform without substantial additional training. Employees who become subject to layoff or bumping shall be given reasonable notice.

20.03 In the event of a layoff, the City will advise the Union of the need for the layoff of bargaining unit employees. The City will layoff all employees noted in Section 21.01, Subsections A and B of this Article before it lays off any regular employees. Therefore, if it is necessary to layoff regular employees as defined in Section 21.01 of this Article, Subsections C and D, it shall meet with the Union to review the seniority status of those scheduled for layoff.

20.04 Employees shall be recalled in the reverse order of their layoff so long as the employee can perform the work without substantial additional training. An employee on layoff will be given five (5) calendar days' notice of recall from the date on which the certified mail is received by the employee. The City will send the recall notice to the employee, by certified mail, to his last known address, as shown on the City's records. It is the employee's responsibility to notify the City of a change of address. The City will maintain a list of those employees who are laid off for a period of two (2) years. During this period of two (2) years, new bargaining unit employees shall not be hired until all qualified employees on layoff status desiring to work have been recalled.

ARTICLE 21 PROMOTION/JOB BIDDING

21.01 When Management announces that a vacancy has occurred in a job in the bargaining unit, or a new job is created, the City shall post notice of the opening for seven (7) consecutive working days, on bulletin boards set forth in Article 7 of this Agreement and in the Public Works Department bargaining unit. The notice shall contain the job title, rate of pay, division, brief job description, minimum qualifications, essential functions and the requirement for testing, if appropriate. All applicants applying for a position at the same time shall be given the same test, if any, and all interviews shall be standardized. In the event testing is required, all applicants shall be given the same written and/or practical test. The Union shall receive a copy of each job posting at or before the time of posting. Employees who wish to be considered for the posted job must file a completed Interest in Position form to the Human Resources Department not later than the end of the posting period. Employees who are on paid leave during any portion of a posting period shall be given three (3) days upon their return to apply for a posted position. Employees who are on paid leave during any portion of a posting period shall be given three (3) days upon their return to apply for a posted position. Applicants from outside the bargaining unit must meet the same qualifications as posted for bargaining unit applicants. If neither bargaining unit nor non-bargaining unit applicants meet all of the qualifications, and the City decides to revise the qualifications, the City shall re-post the revised qualifications within the bargaining unit before offering it to outside applicants.

21.02 The administration shall provide a receipt for all applications timely filed. All applicants will be reviewed by the City and the job awarded within fifteen (15) working days on the basis of experience, skill, and ability to perform the work in question. The City may reject any and all bids, if in its judgment, the applicant(s) are not qualified (as defined above) for the job. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. Applicants from the Public Works Department bargaining unit shall be considered only if no qualifying member of this bargaining unit employee has applied; Public Works unit employee applicants, though, shall be considered before non-employee applicants. By the end of the fifteenth (15th) working day, a notice shall be posted showing the name of the applicant selected for the opening and the date the applicant is scheduled to start at the new position, or indicating that no

employee was selected. In the event no bargaining unit employee is selected, each employee who bid will receive a written notice explaining his or her non-selection. As soon as a selection is made, the City shall provide the Union with a list of employees who bid, with each person's seniority date, along with the name of the employee selected. If the Union believes an employee has not been given due consideration for a promotion, the Union may submit a written Step III grievance to the Human Resources Director within five (5) calendar days. Upon receipt of the grievance, the Human Resources Director will conduct a hearing pursuant to Article 10.

21.03 An employee awarded a job under these provisions may be required to successfully complete a physical examination and, upon completion of the aforementioned, will be given reasonable help and supervision, and shall be allowed a reasonable period of time to qualify, but not more than (90) calendar days. The employee will be considered to have qualified on the new job when the employee has satisfactorily performed the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when the employee's record, as to quality and quantity of work, meets the standard applicable to the job. The employee shall be notified, in writing, the date of the employee's qualification. If the employee failed to qualify, the employee shall be returned to the employee's former job. An employee who successfully bids into a new division will retain bargaining unit seniority.

21.04 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

21.05 An employee who wins a bid under this Article shall be prohibited from bidding for one (1) calendar year from the date the award is announced.

21.06 Employees who are on layoff may bid under this Article.

21.07 All interviews for posted positions shall be held on paid time and shall be face-to-face.

21.08 Applicants from this bargaining unit shall be considered for Public Works Department bargaining unit positions only if no qualified members of that bargaining unit have applied; Administrative Unit employee applicants, though, shall be considered before non-employee applicants.

21.09 An employee promoted to a classification with a rate of pay higher than their current classification shall be placed at the next tier higher than their current rate of pay. An employee awarded a position equal to their current rate of pay shall enter into the pay scale at the tier that is equal to what they are currently being paid. An employee awarded a position with a pay rate lower than their current classification shall be placed at the highest tier of the new classification.

21.10 The parties agree to allow employees in the Division of Housing and Building to be promoted from Property Maintenance Inspector 1 to Property Maintenance Inspector 2 based on the attainment of the licensure listed on the job description with no obligation for the City to post positions.

The parties agree to allow employees in the Division of Housing and Building to be promoted from Building Inspector 1 to Building Inspector 2 based on the attainment of the licensure listed on the job description with no obligation for the City to post the positions.

21.11 Promotional language for the Property Room Technician position is as follows:

- a. The interview process for this position is far more Invasive than the Interview process for other bargaining positions and will include, detailed background checks, extensive Interview questions pertaining to personal history, polygraph testing and a drug screening. The parties agree that Article 22 PROMOTION/JOB BIDDING will apply except as to the selection and Interviewing requirements in the Police General Order Policy number 1000 Recruitment and Selection, the employee drug testing requirements in the Police General Order Policy number 1006 Drug and Alcohol-Free Workplace and the period of probationary status or its future amendments. Selection as defined in Policy 1000 will be based on the candidate's suitability for service as determined solely by the Police Department based on the personal history background check and polygraph examination(s) first and then based on skills, ability, and experience. If all of those are substantially equal among AFSCME member candidates, seniority will be the determining factor.
- b. All Interviews, polygraph examinations and additional testing, if necessary, will be completed in accordance with the Police General Orders and all applicants will be required to complete the same personal history documents, submit to a background check, and polygraph examination as well as a personal Interview and drug screening.
- c. Bargaining unit members applying for this position will be notified by the City of the above requirements, including interviews, background checks, polygraph examinations, Initial drug screenings and ongoing random screenings.

ARTICLE 22 HOLIDAYS

22.01 All full-time, hourly employees shall be entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr., Day	Day After Thanksgiving
President's Day	Christmas Day
Good Friday	Employee's Birthday
Memorial Day	Three (3) Personal Holidays

Independence Day
Veteran's Day

Labor Day
Juneteenth

22.02 No employee shall be compensated for holiday pay unless the employee works or is available for work on the employee's regularly scheduled workday immediately preceding and immediately following said holiday, unless excused because of vacation, funeral leave, jury duty, or because of illness or injury where an employee presents a note from a doctor immediately upon return to work. An employee who reports for work thirty (30) minutes or less late on the regularly scheduled day before or following a holiday shall be docked for the amount of time tardy and will not lose the holiday pay.

22.03 Whenever any such holiday falls on Saturday, the preceding Friday shall be regarded as the holiday, and when any such holiday falls on Sunday, the Monday following shall be regarded as the holiday. When a holiday falls on the regularly scheduled workday of a shift worker, the employee shall be entitled to take, at the employee's option, the day before or after the holiday, or another day off. Any holidays not taken within this time frame shall be paid to the employee at the regular straight time rate.

22.04 The granting of paid holidays herein does not prevent the City, as an employer, from requiring any employee to report for work or to work on any holiday, if necessary, by reason of emergency or to carry on essential municipal functions. For the purpose of this section, an emergency is defined as any impairment to City services or operations which cannot be delayed until the next workday.

22.05 Employees shall be permitted to use their birthday holiday in the same manner as their personal holidays anytime within the calendar year. Employees who utilize their birthday holiday and sever employment prior to their birthday shall repay the time to the City.

ARTICLE 23 VACATIONS

23.01 Each full-time employee who has been continuously employed by the City for one (1) year or more shall be entitled to vacation with pay on reaching his anniversary date, based on the following schedule:

1 Year	80 Hours
5 Years	120 Hours
10 Years	160 Hours
15 Years	200 Hours
20 Years	220 Hours
25 Years	240 Hours

23.02 In applying the above, all regular time worked will serve as a basis for vacation calculations. Regular time not worked but compensated by reasons of holiday, vacation or sick leave provisions hereof, and regular time neither worked nor directly compensated by the City, but for which an employee received Workers' Compensation because of injury sustained in the course of employment by the City shall be included in vacation time calculations.

23.03 Vacation time shall be earned in one (1) calendar year and taken in the subsequent calendar year, except that an employee's paid vacation leave shall be adjusted (or pro-rated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days spent on unpaid leave of absence, an employee shall lose one-twelfth (1/12) of regular paid vacation leave).

23.04 An employee may accumulate a total of fifty (50) working days of vacation time, excluding all vacation time earned in the anniversary year in which the accumulated vacation is taken. Vacation time acquired, but not used, in excess of fifty (50) working days shall be forfeited by an employee. If an employee is terminated (voluntarily) prior to taking his vacation, the employee shall receive the prorated portion of any fully earned, but unused vacation leave at the time of separation from employment.

23.05 All vacations shall be granted and taken at such times as shall be mutually agreeable to the employee and the employee's Supervisor insofar as possible. Where they are unable to agree, the decision of the division head shall govern. The Supervisor shall permit the vacation to be taken on other than consecutive days. Each Supervisor, on or about December 1st, shall prepare and post in an accessible location, a vacation schedule so devised as to cause minimum interference with normal operations of the division. In the event of conflict between employees in regard to scheduled vacation time, bargaining unit seniority shall control. Lists shall be provided so employees may give their preference, according to seniority. The period to submit requests for scheduled vacation (March 15th to December 31st) shall be the preceding December 1st to the following March 15th. If requests are not made by March 15th, then that vacation request shall be treated as unscheduled vacation and seniority no longer governs. The period between January 1st and March 14th shall be considered as unscheduled vacation and seniority shall not apply. All scheduled vacation requests shall be given answers, in writing, within three (3) working days of March 15th. All unscheduled vacation requests shall be approved/disapproved, in writing, within three (3) working days.

23.06 In case of the death of a City employee, the unused vacation leave to the credit of any such employee, shall be paid pursuant to state law: 1) to the surviving spouse; 2) to any one (1) or more of children over the age of 18; 3) to the mother or father of the deceased, preference being given to the order named or to the employee's estate.

23.07 If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged for vacation leave for that day.

23.08 Effective January 1, 2023, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio for the purposes of vacation hours earned.

Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system.

ARTICLE 24 WAGES

24.01 Effective January 1, 2026, all bargaining unit wage rates and individual wage rates listed in the “special group” of the wage scale shall be increased by three percent (3%).

24.02 Effective January 1, 2027, all bargaining unit wage rates and individual wage rates listed in the “special group” of the wage scale shall be increased by three (3%).

24.03 Effective January 1, 2028, all bargaining unit wage rates and individual wage rates listed in the “special group” of the wage scale shall be increased by four percent (4%).

ARTICLE 25 LONGEVITY COMPENSATION

25.01 All full-time, hourly employees shall be paid in addition to their regular compensation, additional compensation based upon the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year in accordance with the following schedule:

5 Years	\$250.00	13 Years	\$650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$850.00	25 Years	\$1,250.00
10 Years	\$500.00	18 Years	\$900.00		
11 Years	\$550.00	19 Years	\$950.00		
12 Years	\$600.00	20 Years	\$1,000.00		

25.02 Longevity payments shall be provided in two (2) equal payments in June and December of each year and will be paid in the employee’s regular paycheck.

25.04 An employee who terminates their employment on a date which falls between determination dates, as set forth in the above section, shall receive that portion of longevity compensation to which the employee is entitled on a pro-rated basis up to the date of termination.

ARTICLE 26 CALL-IN PAY AND ON-CALL PAY

26.01 Call-In Pay: A full-time employee who is called in to work at a time when the employee is not regularly scheduled to work shall be compensated for at least four (4) hours of work at the employee's applicable overtime rate of pay.

26.02 On-Call Pay: An employee shall receive one (1) hour pay at the employee's regular straight time hourly rate for every eight (8) hours of required stand-by duty by the City. The City shall allow a reasonable time in which to reach employees on stand-by. This pay shall be paid in addition to any hours that an employee is required to work on that day.

ARTICLE 27 SPECIAL ASSIGNMENTS

27.01 An hourly employee who is temporarily assigned to duties for which a higher wage is provided during any part of a regular time day shall be paid the regular time rate applicable to such duties for all of the regular time worked on such day at the rate for the special assignment next highest to his regular rate but not less than the twelve (12) month rate for the special assignment. If the assignment continues into or is made during overtime, the employee shall be paid the overtime rate applicable to such duties for the period of such overtime assignment. If by reason of multiple assignments, two (2) different rates of pay become applicable for the same day, the employee shall be paid the higher rate.

27.02 If an employee works a normal workday at a higher job rate and then is called to work overtime at a different and lower job rate, the employee will receive time and one-half (1-1/2) pay for the overtime at the employee's regular rate or the special assignment rate, whichever is higher. If an employee normally works at a specific job seventy (70) percent of the time in any pay period, the employee shall receive a specific job rate for the entire pay period, including vacation, sick leave and holidays.

27.03 No employee shall be assigned to duties for which a higher wage is provided who has not completed the required probationary period, as provided in Article 11, unless no other employee in that division is available to perform the assignment. An employee on probation shall not perform the assignment of an employee on layoff.

27.04 Non-bargaining unit personnel shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or is such that the assignment eliminates a person in a temporary special assignment to a classification.

27.05 An employee who has successfully bid out of a position shall not receive a special assignment to that position unless the employee volunteers for the position or no other qualified employee is available.

27.06 Stewards on special assignment shall report in and out at their regular work site unless mutually agreed otherwise.

27.07 Special assignments shall not exceed thirty (30) days unless mutually agreed otherwise between the City and the Union.

ARTICLE 28 HOSPITALIZATION AND INSURANCE

28.01 The City agrees to provide for full-time members and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable or better than the present plan. The City shall not offer less than two (2) plans.

28.02 Upon ratification of this contract, the city shall contribute to the AFSCME Care plan \$84.25per month for each full-time, hourly employee within the bargaining unit. Said contribution shall provide Dental, Life Insurance, Vision, and Hearing Aid coverage as follows:

<u>Component</u>	<u>Cost</u>
Hearing Aid	\$.50 per month
Life Insurance	\$7.50 per month
Vision (Level3)	\$16.25per month
Dental (Level 4)	\$60.00 per month
Total:	<u>\$84.25per month.</u>

28.03 Newly hired employees shall have their health care plan become effective on the first day of the month following their date of hire.

28.04 The Employer shall establish an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units, if they choose to be represented and a minimum of one (1) representative of the Employer. The Committee shall meet at least once a quarter for the purpose of exploring cost saving measures and/or alternative health plans. The Committee shall make recommendations regarding health care coverage and such recommendations shall be presented to each bargaining unit as well as to the City Administration

The Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of decreasing costs for both the city and the employees, as well as to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee.

If the committee approves such proposed new or revised plan or plans by unanimous vote, then the city is authorized to implement such plan or plans at the next annual open enrollment period.

ARTICLE 29 WORK CLOTHING, TOOLS, AND EQUIPMENT

29.01 The City always has and will continue to supply employees with the tools, equipment, and gear necessary to perform the work.

29.02 As has been its historical practice, the City will continue to comply with all federal, state and local requirements that relate to this Article.

29.03 In the event the City determines that any classification of employees covered by this agreement must wear any article of clothing while working, such as a shirt or jacket indicating the employee's status as a City employee, the City will supply such clothing in such quantity and at such frequency as it deems appropriate.

29.04 Any dispute that arises as to this Article shall be deferred to the LMC.

ARTICLE 30 SAFE WORK PRACTICES

30.01 There shall be joint, divisional Union/Employer safety committees for the purpose of discussing safety related problems. Such committees shall be comprised of two (2) Union members and two (2) members of Management. The safety committees shall meet on a quarterly basis during working hours, or more often upon mutual agreement. Executive level safety concerns shall be addressed during the quarterly executive labor/management committee meetings.

30.02 The City shall certify that all vehicles purchased used are road worthy.

30.03 The City may limit outside work during weather extremes, such as excessive heat, cold, wind chill factor, severe storms, high winds, lightning and other severe weather conditions. In the event the Chapter Chairperson or designee, believes an extreme weather condition exists, he/she may request that the appropriate manager make a determination whether or not a "work limitation" should be declared. The granting of such work limitation is within the discretion of management.

30.04 Any dispute regarding the necessity of a work limitation which cannot be resolved may be submitted to Step III of the grievance procedure. Employees who disagree with the Department's determination as to the necessity of a work limitation must follow the "work and grieve" doctrine.

ARTICLE 31 SHIFT PREMIUM

31.01 Any bargaining unit employee whose weekly shift consists of more than twenty hours worked after 5:00 p.m. in any twenty-four (24) hour day (12:01 a.m. thru 12:00 a.m.) will receive a shift differential of 45¢ for all hours worked after 5:00 p.m.

ARTICLE 32 JOB CLASSIFICATION

32.01 If substantial changes in the method of operation, tools or equipment of a job occurs, or if a new job is established which has not been previously classified, the City shall meet with the

Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance in Step IV of the grievance procedure. Any award of the arbitrator shall be retroactive to the date the City placed the rate into effect. Any rate and classification mutually agreed to by the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

32.02 No employee may maintain dual classification.

ARTICLE 33 MISCELLANEOUS

33.01 Prior to awarding a subcontract, the City will notify the Union of subcontracts entered into by the City that affect bargaining unit work and will confer with the Union concerning the effect, if any, on the bargaining unit. In the event of a declared emergency, the City may, at its discretion, enter into a subcontract without prior notice to the Union. However, the City will meet with the Union within one (1) workday after the contract has been awarded.

Prior to subcontracting any work (and before putting out a Request for Proposals for such work), the City agrees to meet with the Union to discuss alternatives to subcontracting. Upon request, the City shall provide the Union with any cost information, performance audits, specifications, or other information it requires to propose an effective alternate to subcontracting. The City will consider the Union's "bid" or alternatives in good faith along with all other bids it may receive. Whether to accept the Union's bid or that of a subcontract is within the discretion of the City.

33.02 The City shall make office space available to the Union on an as needed basis for the purpose of conducting Union business.

33.03 If the City anticipates using welfare recipients, workfare participants or other such public assistance recipients/participants to perform bargaining unit work, it will advise the Union and negotiate the effect on the bargaining unit or any welfare-to-work initiative prior to implementing the initiative.

33.04 The City shall pay the cost of the test and any license or renewal fees for any employee required to be a notary public.

33.05 Commercial Driver's License

- A. In the event an employee is required to possess a CDL as a condition of employment, the employer shall reimburse the employee the cost of the first CDL an employee obtains and any renewals, plus any endorsements to that license and any testing necessary to obtain it. In the event an employee leaves the employment of the City for any reason whatsoever (excluding death) within two (2) years of receiving training, licensing or endorsements at expense, the City shall deduct from the employee's final pay the cost of training, licensing and endorsements.

- B. In the event an employee is required to possess a CDL as a condition of employment and loses their license for any reason whatsoever, or receives eight (8) or more violation points, or fails any required testing, the employee shall be removed from their current position and temporarily reclassified for a period not to exceed ninety (90) days or such longer period as determined by the City, providing a position exists within the bargaining unit. Such reclassifications shall supersede the job posting procedure and may result in a reduction of wages, but shall not result in a promotion or increase in per hour rate of pay. When reclassified, the employee shall be placed in the wage tier for that position based upon the employee's date of hire.
- C. If no position is available or the employee is unable or refuses to perform the assigned duties, the employee shall be laid off without the right to bump other regular full-time or part-time employees. If the employee is able to obtain a CDL and has less than eight (8) violation points within ninety (90) days, or such longer period as determined by the City, the employee shall be returned to their previous classification.
- D. If the employee is unable to obtain the CDL within the prescribed time limits, the position shall be posted bargaining unit wide. Once the vacant position has been posted and filled, the employee on layoff status shall be recalled pursuant to the terms outlined in Article 21, Layoff and Recall, of the current negotiated agreement.

ARTICLE 34 ATTENDANCE BONUS

34.01 All full-time, hourly employees, who complete a quarter of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; with no time lost for any reason whatsoever, excluding time off as a direct result of an on-the-job injury resulting in an absence of seven (7) workdays or less (consecutive or intermittent) for each separate and distinct injury (even if FMLA-qualifying), during the initial twelve (12) month period of treatment, shall be entitled to receive a bonus of twelve (12) times their hourly rate for each quarter in which no time absent is recorded and will be paid in the employee's regular pay check. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave (Article 16), sick leave without pay, sick leave with pay, and any workplace injuries exceeding seven (7) workdays (continuous or intermittent), regardless of the reason, shall be counted as time absent.

34.02 All full-time, hourly employees covered under this contract who complete one (1) year (January 1 to December 31) with no days absent for any reason whatsoever shall be entitled to an additional eight (8) personal hours off during the following year. Vacations, holidays, funeral leave, military leave, jury duty/witness leave, and Union leave shall not be counted as days absent. Tardiness, FMLA leave, personal leave (Article 16), sick leave without pay, sick leave with pay, and any workplace injuries exceeding seven (7) workdays (continuous or intermittent), regardless of the reason, shall be counted as time absent.

ARTICLE 35 SPECIAL LICENSES

35.01 Employees working in a position that utilizes the below listed licenses shall receive additional, annual merit pay, in equal installments and will be paid in the employee’s regular paycheck, upon receipt of the following licenses issued by the state:

License	Stipend
Chief Building Official License (CBO)	\$ 2,750.00
Master Plumber's License	\$ 1,750.00
Plumbing Inspector's License (PI)	\$ 2,250.00
Electrical Inspector License (EI)	\$ 2,250.00
Class III Building Inspector (BI)	\$ 2,750.00
Class III Field Inspector's License	\$ 2,250.00
State Residential Building Inspector - RBI (or equivalent)	\$ 1,750.00
ICC Property Maintenance Certificate (or equivalent)	\$ 1,750.00
Master Plans Examiner (MPE)	\$ 1,750.00
Residential Building Official (RBO)	\$ 1,750.00
Licensed Independent Social Worker	\$ 1,250.00
Licensed Social Worker	\$ 1,250.00
Licensed Professional Counselor	\$ 1,250.00
Certified Chemical Dependency Counselor III	\$ 1,250.00
Leads Proficiency	\$ 1,000.00
Notary Public	\$ 600.00
Certified Public Accountant (CPA)	\$ 1,000.00
GIS Professional License	\$ 1,500.00
Permit Technician	\$ 1,000.00
Unmanned Aircraft General - Small (UAG) Drone License	\$ 1,000.00
Euthanasia Certification	\$1,000.00
Nuisance Wildlife Certification	\$500.00

35.02 Employees working in a position that utilizes a Commercial Driver License (CDL) shall receive a one (1) time lump sum payment each year of \$50.00, payable on the first regular pay date in March and will be paid in the employee’s regular paycheck.

35.03 In the event an employee leaves the employment of the City for any reason whatsoever (excluding death) within two (2) years of receiving training, licensing or endorsements at expense, the City shall deduct from the employee's final pay the cost of training, licensing and endorsements.

35.04 Effective July 1, 2025, the following new endorsements shall be recognized per the State of Ohio Board of Building Standards rule change. All current building department employees and their licenses and/or endorsements shall be grandfathered as listed in Section 35.01:

License	Stipend
Residential Plumbing Inspector (RPI)	\$ 1,000.00

Residential Electrical Inspector (REI)	\$ 1,000.00
Energy Plans Examiner (ENPE)	\$ 250.00
Electrical Plans Examiner (EPE)	\$ 250.00
Building Plans Examiner (BPE)	\$ 250.00
Fire Protection Plans Examiner (FPE)	\$ 250.00
Mechanical Plans Examiner (MPE)	\$ 250.00
Plumbing Plans Examiner (PPE)	\$ 250.00

ARTICLE 36 LEGALITY

36.01 If a court of competent jurisdiction invalidates any provision of this Agreement, that provision shall be null and void, but that determination shall not affect the validity of the remaining paragraphs of this Agreement. In the event a provision is determined unlawful, the Agreement shall be reopened on that provision and the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 37 PERSONNEL FILES

37.01 The personnel files for all employees shall be maintained by the Human Resources Director for the City of Lakewood.

37.02 All permanently appointed employees shall have the right to examine their own personnel file (excluding all information related to their probationary period) with two (2) working days advance notice. Such request shall be forwarded through channels to the Human Resources Director.

37.03 An employee may not alter or remove any documents in their file but may place written clarification, explanation or rebuttal to any of its contents which may be of a negative nature, by submitting it through channels to the Human Resources Director.

37.04 No unsubstantiated complaint shall be placed in an employee's personnel file and any disaffirmed disciplinary action shall be expeditiously removed from an employee's file.

37.05 Information in an employee's personnel file shall be considered confidential, subject to current law, and shall not be released to any outside agency or person without the signed consent of the employee.

ARTICLE 38 INJURY ON DUTY

38.01 An employee who suffers an injury or illness incurred during the course of and arising out of employment with the City shall receive their regular straight time earnings for a period not to exceed seven (7) calendar days following the initial date of injury. Any such time paid by the City shall not be chargeable to accrued sick leave provided that the employee has reported the injury and sought treatment in accordance with the City's injury reporting procedures.

41.02 Where an employee must attend training (or continuing education units) to obtain or maintain a license or certification required for his/her classification, the City shall pay the full cost for the employee's registration or attendance at that training. Travel time and time spent at such training shall be considered time worked and the employee shall be paid his/her appropriate hourly rate.

ARTICLE 42 DURATION

42.01 This Agreement represents an understanding between the City and the Union, and it shall be effective from January 1, 2026 through December 31, 2028, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after December 31, 2028, either party gives fourteen (14) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2025.

FOR LOCAL UNION 1043:
Administrative Chapter

FOR THE CITY:

Mark Jewitt, Chapter Chair

Meghan F. George, Mayor

Brian Patton, Union President

Claudia M. Dillinger, Director of Human Resources

FOR OHIO COUNCIL 8:

APPROVED AS TO LEGAL
CORRECTNESS AND FORM:

Michael Piepsny, Staff Representative

Jennifer L. Swallow, Chief Assistant Law
Director

APPENDIX A WAGES

Group I	3%			#	3%			4%		
	2026				2027			2028		
	12	24			12	24		12	24	
	Start	Month	Month		Start	Month	Month	Start	Month	Month
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	
Geographical Instrument Systems (GIS) Coordinator	\$ 33.81	\$ 35.69	\$ 37.57	\$ 34.82	\$ 36.76	\$ 38.70	\$ 36.22	\$ 38.23	\$ 40.24	
Building Inspector II										
Code Compliance Supervisor										
Purchasing Manager										
Commercial Property Maintenance Inspector II										
Geographical Instrument Systems (GIS) Technician										
Accounting Manager										
Group II	2026			#	2027			2028		
	12	24			12	24		12	24	
	Start	Month	Month		Start	Month	Month	Start	Month	Month
	Hourly	Hourly	Hourly		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Human Services Case Manager	\$ 31.77	\$ 33.53	\$ 35.30	\$ 32.72	\$ 34.54	\$ 36.35	\$ 34.03	\$ 35.92	\$ 37.81	
Building Inspector I										
Electrical Safety Inspector										
VOLUNTEER SERVICES SUPERVISOR										
Commercial Property Maintenance Inspector I										
Geographical Instrument Systems (GIS) Technician										
Payroll Specialist										

Group III	2026			#	2027			2028		
	Start	12	24		Start	12	24	Start	12	24
	Hourly	Month	Month		Hourly	Month	Month	Hourly	Month	Month
	\$	\$	\$		\$	\$	\$	\$	\$	\$
Animal Shelter Supervisor	26.65	28.12	29.58		27.45	28.96	30.47	28.55	30.12	31.68
Programs Supervisor										
Purchasing Coordinator										
Administrative Specialist Assistant										
Inventory Coordinator										
Property Maintenance Inspector II										
Accounting Supervisor										
Visitation Coach										

Group IV	2026			2027			2028		
	Start	12	24	Start	12	24	Start	12	24
	Hourly	Month	Month	Hourly	Month	Month	Hourly	Month	Month
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Assistant #	25.29	26.68	28.41	26.05	27.48	29.26	27.09	28.57	30.43
Juvenile Diversion Program Coordinator									
Community Resource Specialist									

2026	2027	2028
------	------	------

Group V	Start	12	24	Start	12	24	Start	12	24
	Hourly	Month	Month	Hourly	Month	Month	Hourly	Month	Month
Customer Service Supervisor	\$ 23.92	\$ 25.23	\$ 26.54	\$ 24.64	\$ 25.99	\$ 27.34	\$ 25.63	\$ 27.03	\$ 28.43
Tax Auditor									
Animal Control Officer									
Police Property Room Technician									
Property Maintenance Inspector I									
Zoning Inspector									

Group VI	2026			2027			2028		
	Start	12	24	Start	12	24	Start	12	24
	Hourly	Month	Month	Hourly	Month	Month	Hourly	Month	Month
Outreach Driver	\$ 22.56	\$ 23.79	\$ 25.02	\$ 23.23	\$ 24.50	\$ 25.77	\$ 24.16	\$ 25.48	\$ 26.81
Accounting Specialist									

Staff Assistant									
Police Data Entry Clerk									
Customer Service Representative									
Administrative Assistant I									

Group VII	2026			2027			2028		
	Start	12	24	Start	12	24	Start	12	24
	Hourly	Month	Month	Hourly	Month	Month	Hourly	Month	Month
Staff Assistant	\$ 20.51	\$ 21.63	\$ 22.75	\$ 21.12	\$ 22.28	\$ 23.43	\$ 21.76	\$ 22.94	\$ 24.13
Police Data Entry Clerk									
Customer Service Representative									

Appendix B – ME TOO

The City and Union agree that should any other bargaining unit receive a total percentage increase to base wages only that is greater than ten (10) percent over the duration of the contract through fact finding or arbitration, the union shall automatically receive the additional increase.

EXHIBIT G

AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD

AND

LAKEWOOD ASSOCIATION OF FIREFIGHTERS

LOCAL #382 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

JANAURY 1, 2026 – DECEMBER 31, 2028

Contents

AGREEMENT.....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 CHECK OFF.....	1
ARTICLE 3 WAGES AND HOURS.....	1
ARTICLE 4 LONGEVITY ALLOWANCE.....	3
ARTICLE 5 UNIFORM MAINTENANCE.....	4
ARTICLE 6 OVERTIME.....	4
ARTICLE 7 WORKWEEK.....	5
ARTICLE 8 EDUCATIONAL CREDIT.....	5
ARTICLE 9 SENIORITY.....	7
ARTICLE 10 POSTING OF NOTICES.....	8
ARTICLE 11 LEAVES OF ABSENCE.....	8
ARTICLE 12 SICK TIME AND PAID PARENTAL AND PAID CHILDBIRTH LEAVE POLICY.....	10
ARTICLE 13 PERFECT ATTENDANCE.....	12
ARTICLE 14 VACATIONS.....	13
ARTICLE 15 HOLIDAYS.....	15
ARTICLE 16 MEDICAL COVERAGE AND INSURANCE.....	15
ARTICLE 17 DISCRIMINATION.....	17
ARTICLE 18 DISCIPLINE.....	17
ARTICLE 19 GRIEVANCE PROCEDURE.....	18
ARTICLE 20 MANAGEMENT RIGHTS.....	19
ARTICLE 21 NO STRIKE/NO LOCKOUT.....	20
ARTICLE 22 UNION RIGHTS.....	20
ARTICLE 23 RESIDENCY REQUIREMENTS.....	21
ARTICLE 24 PROTECTION OF PERSONAL PROPERTY.....	21
ARTICLE 25 SEVERABILITY.....	21
ARTICLE 26 PREVAILING RIGHTS.....	22
ARTICLE 27 AGREEMENT SUPERSEDES.....	22
ARTICLE 28 OBLIGATION TO NEGOTIATE.....	22
ARTICLE 29 SAFETY COMMITTEE.....	23

ARTICLE 30 STAFFING LEVELS	23
ARTICLE 31 UNION LEAVES	24
ARTICLE 32 PROBATIONARY MEMBERS.....	24
ARTICLE 33 DURATION OF AGREEMENT.....	25
APPENDIX A.....	28
APPENDIX B	30
APPENDIX C.....	32

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lakewood, Ohio, hereinafter referred to as the “City,” and the Lakewood Association of Firefighters, Local #382 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Association.” The term “member” or “members,” where used in this Agreement, refers to all classified sworn members of the Division of Fire, excluding the Chief of Fire, and excluding all other employees represented by other unions.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide the City with the finest, most efficient and most effective firefighting force possible; to provide the maximum protection for life and property; to provide a fair and responsible method of enabling members covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment; and to establish a peaceful procedure for the adjustment and resolution of differences which may arise under this Agreement between the parties.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

ARTICLE 1 RECOGNITION

1.01 The City hereby recognizes the Lakewood Association of Firefighters, Local #382 of the International Association of Firefighters, AFL-CIO, as the sole and exclusive agent and representative of all classified members, excluding the Chief of Fire, for the purpose of collective bargaining and representation with respect to wages, hours, and all other terms and conditions of employment, pursuant to 4117 et seq. Ohio Revised Code.

ARTICLE 2 CHECK OFF

2.01 The City shall deduct, each month, dues from the pay of members of Lakewood Association of Firefighters, Local #382 of the International Association of Firefighters, AFL-CIO, provided that any member shall have the right to revoke such authorizations, pursuant to the provision of Section 4117 of the Ohio Revised Code. The City shall transmit to the Association, on or before the fifteenth (15th) working day of the following month, all monies withheld during each month, along with a list of all members for whom deductions have been made, and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 3 WAGES AND HOURS

3.01 Effective January 1, 2026, Firefighters Grade I shall receive a one-time \$2600 wage adjustment and all firefighters shall receive a three (3%) wage increase. Effective January 1, 2027, all firefighters shall receive a three percent (3%) wage increase. Effective January 1, 2028, all firefighters shall receive a four percent (4%) wage increase.

3.02 Differential.

- A. Firefighter Grade I (20 years of service) shall receive three (3) percent above Firefighter Grade I.
- B. Firefighters detailed as Assistant Mechanics, Fire Inspectors, Neighborhood Paramedic, or EMS Coordinator shall receive a ten (10) percent base pay above that of Firefighter Grade I with less than twenty (20) years of service.
- C. Fire Captains and Fire Marshals shall receive a twenty (20) percent base pay above that of the Firefighter Grade I with less than twenty (20) years of service.
- D. Assistant Chiefs shall receive a fifteen (15) percent base pay above that of Fire Captains and Fire Marshals.

3.03 Acting Pay.

- A. Members who are assigned to perform the duties of a next higher ranked member (Captain, Assistant Chief) will receive the rate of pay for the job the member is filling.
- B. Assignment for Acting Captain or Acting Assistant Chief shall first be based upon an active promotional list of the next lower rank by shift. In the event no active promotional list exists for the rank of Assistant Chief or Captain, selection for Acting Assistant Chief or Acting Captain shall be made by the Chief, Division of Fire; said selection being one (1) member from among the three (3) senior members in the next lower rank by shift provided the member has two (2) years of experience in that grade. In the event no active promotional list for Captain exists, selections for Acting Captain shall be made by the Chief, Division of Fire, from one (1) member from among the three (3) most senior Firefighter Grade I members on the shift indicating their desire for said assignment. In the event no one indicates their desire, the individual finishing highest per shift on the most recent promotional list for that position shall be detailed.
- C. On days in which there is not an LPA member on duty to fill the Acting Supervisor position a senior Firefighter/Paramedic on duty shall be designated as the Acting EMS Supervisor. That member shall be paid at a rate 10% above the normal pay scale.
- D. Assignment for Acting Paramedic Supervisor shall be made by the Chief, Division of Fire, from one (1) member from among the three (3) most senior Firefighter Paramedics on the shift indicating their desire for said assignment.

3.04 The City will provide the following annual stipends for members who maintain certification as an Emergency Medical Technician (B-Basic) and/or Emergency Medical Technician (P-Paramedic). Effective January 1, 2006, the stipend will be paid as two (2) lump sum payments, and payment will be made in the employee's regular paycheck in the months of April and October. The Finance department will notify members as to the pay date at least 2 weeks prior to the pay.

- A. EMT-(B-Basic) - \$1,040
- B. EMT (I – Intermediate) - \$1,560
- C. EMT (P-Paramedic) - \$2,080.

3.05 The City will provide a stipend of \$2,400 to all members for HazMat Operations and Rescue Task Force (RTF) certification. The stipend will be paid in the employee's paycheck during the month of May. The Finance Department will notify the Union as to the pay date at least 2 weeks prior to the pay.

3.06 The number of paramedic certified firefighters on each shift should be 18 to ensure coverage on all apparatus. Members will be offered the opportunity based on seniority to drop their certification from Paramedic to EMT-B. Members eligible for this program must have at least 15 years of service with the Lakewood Fire Department. This is a voluntary program.

**ARTICLE 4
LONGEVITY ALLOWANCE**

4.01 All regular, full-time members of the Division of Fire shall receive a semi-annual longevity allowance, based upon the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th, in accordance with the following semi-annual schedule: Such payment to be made in the employee's regular paycheck in the months of June and December. Finance will notify the union as to the pay date at least 2 weeks prior to the pay.

5 Years	\$250.00	16 Years	\$800.00
6 Years	\$300.00	17 Years	\$850.00
7 Years	\$350.00	18 Years	\$900.00
8 Years	\$400.00	19 Years	\$950.00
9 Years	\$450.00	20 Years	\$1,000.00
10 Years	\$500.00	21 years	\$1,050.00
11 Years	\$550.00	22 Years	\$1,100.00
12 Years	\$600.00	23 Years	\$1,150.00
13 Years	\$650.00	24 Years	\$1,200.00
14 Years	\$700.00	25+ Years	\$1,250.00
15 Years	\$750.00		

**ARTICLE 5
UNIFORM MAINTENANCE**

5.01 The City will supply and replace for every member of the Division of Fire a helmet, protective hood, fire coat, spanner wrench, boots, gloves, bunker pants, face pieces and other personal firefighting equipment which may be required. All of the above supplied equipment shall be of an approved design and construction, and every member shall be expected to maintain and handle this equipment with reasonable care.

5.02 The City will pay every member a uniform maintenance of \$2,000 in the month of March each year. The Finance Department will notify members at least 2 weeks in advance of the date of the special pay. Payments will be made in the employee's regular paycheck.

5.03 A new member will receive a lump sum uniform maintenance payment of \$1,000.00 within sixty (60) days of the date of hire. Upon successful completion of the departmental probationary period, the member shall receive a uniform maintenance payment of \$1,500.00. Thereafter, the uniform allowance will be paid in accordance with Section 5.02 above.

5.04 Members whose uniform items are damaged or stolen in the line of duty shall report such damage or theft to their immediate supervisor. If it is determined by the Chief of the Division of Fire that the items cannot be reasonably repaired, the replacement or repair of the items will be at no cost to the member.

**ARTICLE 6
OVERTIME**

6.01 Any member who is recalled to work for an emergency after leaving their regular shift shall be paid for at least three (3) hours or all time worked, whichever is greater. An emergency call back is defined as an immediate need for personnel to be assigned during an incident. All emergency recalls shall be mandatory. Where particular skills, such as fire prevention, are required, only such personnel are to be called back. Call back credit for emergencies will begin at the time the telephone call/text is received. If there is a reduction in firefighters, as a result of an out-of-city emergency which causes manpower to fall below the established City minimum, the City will call back personnel to reach the necessary minimum. If there is a reduction in firefighters causing the number of firefighters to be below City minimum as a result of a long-term commitment of three (3) hours or more outside of the City, the City will call back personnel to reach the necessary minimum.

6.02 Scheduled overtime to attend meetings, training classes and other non-emergency functions, by order of the Chief or a designee, or any holdovers from the previously scheduled shift, shall be paid at the rate of one and one-half (1-1/2) for a minimum of one (1) hour or the actual time worked, whichever is greater, and shall be mandatory unless excused for just cause.

6.03 Compensation owed for all overtime work shall be accrued in an overtime account of each member at the rate of one and one-half (1-1/2) times the actual time worked, subject to the minimum credit for call back referred to above. Members in the Division of Fire may elect, at their option, to

receive overtime or a compensatory time off basis at the rate of one and one-half (1-1/2) times the time worked or to be paid for overtime in the check for the pay period in which overtime was worked. Longevity, the Hazmat Operations Certification stipend, and EMT pay pursuant to Article 3.04 shall be included in the overtime rate calculation but will not be included in compensatory time earned from non-overtime eligible sources, such as perfect attendance and holiday pay. Payment shall be made at the rate of one and one-half (1-1/2) times the current hourly rate.

6.04 For the purpose of overtime accumulation, the following schedule shall be applied.

- A. Members with one hundred (100) hours or less of overtime in this account shall have the option to convert to cash all hours accrued as outlined in Paragraph C below. Furthermore, those hours in this account converted to cash may be replaced up to, but not more than, one hundred (100) hours. However, any member with more than one hundred (100) overtime hours accrued in their regular account at this time will automatically be paid down to one hundred (100) hours, whether requested or not.
- B. All official court overtime duty ordered by the Director of Public Safety, the Director of Law or Assistant Prosecutor of the City of Lakewood, the Judge or Clerk of the Lakewood Municipal Court or Common Pleas Court, or in response to a subpoena or similar writ commanding appearance in a criminal or quasi-criminal case arising out of an incident while on duty as a member of the Lakewood Division of Fire, shall be compensated at the rate of time and one-half (1-1/2) for all time worked in excess of their regularly scheduled workweek.
- C. Any qualified member covered under this contract may forward a written request to the Chief of Fire for payment of accrued overtime hours not later than November 15th and June 15th of each year. Payment of the overtime shall be paid in December and July. The Finance Department will notify members of the date at least 2 weeks prior to the pay.

ARTICLE 7 WORKWEEK

7.01 The workweek shall consist of an average of 48 hours each week. Members detailed to work forty (40) hours each week shall be required to work five (5) eight (8) hour days or four (4) ten (10) hour days upon approval of the Chief. At the Chief's discretion 40-hour employees may be allowed to flex their schedules as needed, and this shall be handled on a case-by-case basis.

7.02 Excluding members detailed to work forty (40) hours each week, the workweek will be an average of 48hours per week.

ARTICLE 8 EDUCATIONAL CREDIT

8.01 The City shall inform members of any fire related courses or seminars being conducted, provided that the City shall continue to have the sole discretion on approving member requests to attend these courses or seminars. The City shall continue to pay the total cost of books and tuition for any member achieving a grade “C” or better in any regionally accredited institution fire related courses or a Fire and Emergency Services Higher Education (FESHE) recognized fire science degree program.

8.02 If the department mandates the attendance of a member to a particular course or seminar (excluding the state required basic firefighter training course), the member shall be paid one and one-half (1-1/2) times the hourly rate for class time and travel time, plus all expenses (tuition, lodging, meals, mileage, and other related expenses).

8.03 Members volunteering and authorized by the Chief to attend fire related courses shall be compensated for all expenses (tuition, lodging, meals, mileage, and other related expenses).

8.04 Anyone attending a local seminar will be entitled to travel time from the City of Lakewood to said location. Local is defined as within a fifty (50) mile radius of the City of Lakewood, which includes the City of Akron.

8.05 Tuition Reimbursement.

- A. Upon successful completion of the basic probationary period, members may take regionally accredited institution college courses or a Fire and Emergency Services Higher Education (FESHE) recognized fire science degree program with the approval of the Chief of Fire. The City shall reimburse such member the full tuition expense provided the member receives a grade “C” or the equivalent at the completion of each course. If the member leaves the department within four (4) years of such reimbursement, the member shall have the full amount of tuition reimbursement deducted from his final payout or make full reimbursement to the City.

8.06 For purposes of this clause, a week commences on Sunday and ends on Saturday. Members who are attending a five (5) day seminar, Monday through Friday, will be permitted the calendar day before and the calendar day after as off time. Members who are attending any other approved, non-local educational course shall receive eight (8) hours off plus travel time the day before. Upon completion of the training, the member will report to their next regularly scheduled tour of duty.

8.07 Training Comp Bank

- A. Training comp time bank is accumulated at an hour for hour basis.
- B. Training comp time hours can be earned only by attending training off duty on a voluntary basis.
- C. Off duty training credited to the training comp time bank must have prior approval of the Fire Chief or Training officer.

- D. Requests for off duty training to be credited to the training comp time bank will be submitted to the Assistant Chief in charge of training and forwarded to the Fire Chief for approval.
- E. Approved off duty training will be credited to the training comp time bank only. Hours in the training comp time bank and the regular comp time bank are separate and distinct and cannot be transferred from one bank to another.
- F. The most current General Order for the use of comp time will be applied when granting comp time from the training comp time bank.
- G. The training comp time bank has no cash value and may only be granted for time off that does not cause overtime.
- H. The training comp time bank program will be re-evaluated annually.

ARTICLE 9 SENIORITY

9.01 A current seniority list shall be maintained at all times and shall govern the following:

- A. Vacation and holiday selections among the unpromoted ranks will be selected on the basis of seniority of the original appointment date. Promoted members will use rank and seniority in rank as the criteria for the selection.
- B. Compensatory time off shall be granted on the basis of seniority of the original appointment date provided the request for time off is made more than one (1) scheduled shift in advance of the actual beginning of the compensatory time period. If the request is made one (1) scheduled shift or less before the beginning of the compensatory time period, time off shall be granted on the basis of first-come, first-served, with the first member requesting a specific period being granted the same.
- C. Seniority shall be broken when a member (a) quits or resigns, (b) is discharged, (c) is laid off for more than two (2) years, (d) fails to report for work when recalled from layoff within seven (7) days from the date on which the member receives notice of recall by certified mail. (It is the member's obligation to notify the City of any change of address. The City shall forward notice required by this section to the last address supplied by the member.)

9.02 In the event of a reduction in force, the members with the greatest seniority shall be retained provided, however, at all times there shall be at least three (3) officers on duty regardless of seniority. Members shall be recalled by order of greater seniority.

9.03 Years of service for purposes of promotion shall be defined as years of service only with the Lakewood Division of Fire.

**ARTICLE 10
POSTING OF NOTICES**

10.01 Within ten (10) days of a company assignment opening at Station 2 or Station 3, or an opening at Station 1 for the promoted ranks, Truck Company 1, and Car 2 driver, which becomes available as a result of resignation, retirement, transfer or detailed reassignment as Assistant Mechanic or Fire Inspector, the City shall post a notice of said vacancy at each Station for ten (10) consecutive days. Stations shall be staffed as follows:

<u>Station 1</u>	<u>Station 2</u>	<u>Station 3</u>
14 employees assigned 1 of which is car 2 driver	7 employees assigned	7 employees assigned

10.02 Members who wish to be considered for the assignment shall file a written request with the Assistant Chief no later than the end of the posting period. All applications timely filed will be reviewed by the Chief and considered for filling the assignment. Department needs, in terms of balancing the experience, abilities and skill of the members within each fire fighting company will govern the selection for the assignment. If more than one (1) application fits the department’s needs for that assignment, then seniority will determine the selection. The selection will be made within five (5) business days following the posting and the vacancy filled. The posting of notices will end when no member requests to fill said vacancy. In the event a resultant vacancy exists in a company assignment other than Truck Company 1 after the posting period, the City may, at its option, fill said vacancy by reassignment of a Truck Company 1 member or unassigned member without requiring further posting.

10.03 In the event a member is forced to take a posted position without applying for it, he will be able to leave said position when any member on the same shift completes his two year probation. The member completing his probation shall be assigned to the position. This position shall also be reposted at 6 month intervals.

10.04 Members who request and are approved for transfer to a different shift must reselect vacation and holiday time from the remaining time available on the new shift, in accordance with department rules and regulations. Members who are transferred by department mandate, without their request, to a different shift may retain vacation and holiday time previously selected or may reselect from the remaining time available on the new shift, in accordance with department rules and regulations.

**ARTICLE 11
LEAVES OF ABSENCE**

11.01 Funeral Leave.

A. If a death occurs within the member’s family, the member shall be granted funeral leave, without loss of pay, benefits, holidays or vacation time, in accordance with the following schedule: (Calendar days off taken must be consecutive and include the day of the funeral.)

1. Spouse, person living as spouse, son, daughter, step-children 10 days

mother, father, step-parents, mother-in-law,
father-in-law, brother, sister

2. Son-in-law, daughter-in-law, 5 days
grandparents, grandparents-in-law,
grandson/daughter, brother or
sister-in-law, parent of minor child

3. Aunt, Uncle, Aunt-in-Law, Uncle-in-law, Niece, Nephew 2 days

B. Funeral leave may be extended at the discretion of the Chief of Fire, based on individual circumstances. Such extra time will be utilized out of the member's paid leave accounts, including holiday, compensatory time, sick leave and vacation.

11.02 Emergency Leave.

A. In the case of sudden or serious illness or emergency in the member's immediate family which renders the employee physically unable to report to work, after exhausting every effort to do so due to extraordinary circumstances, and upon securing approval from the Chief of Fire or the designated representative, the member may be granted sufficient time off out of his accounts including training time, holiday, vacation, compensatory time and sick time, to aid the family and to complete any urgent business concerning the emergency. Upon completion of said emergency, the member shall immediately return to duty. Final authorization for the absence, and time granted from those accounts, is conditioned upon the employee providing the City with acceptable verification of such absence. In the event a member is denied emergency leave, said member shall have the right to appeal that decision directly to the Chief of Fire.

11.03 Jury Duty and Court Leave.

A. A member called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated for the work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, a member must present verification of the call-in jury duty or witness duty.

B. A member called for jury duty shall be granted a leave of absence for the period of jury service beginning twelve (12) hours prior to the starting time of the notice to report. Upon completion of the jury duty, the member will report to their next regularly scheduled tour of duty.

11.04 Military Leave.

A. A member shall be granted a leave of absence for military duty in accordance with state and federal law.

11.05 Leaves of Absence Without Pay.

- A. Leaves of absence without pay or other fringe benefits may be granted in accordance with Civil Service Rules and Regulations.

ARTICLE 12

SICK TIME AND PAID PARENTAL AND PAID CHILDBIRTH LEAVE POLICY

12.01 Members of the Division of Fire who are sick or injured and unable to report for duty, or whose immediate family member (spouse and children) is sick or injured requiring the employee's absence, shall report said sickness or injury, together with the reasons, to the Assistant Chief at least one (1) hour prior to the start of the member's scheduled shift. The Assistant Chief shall in turn notify the Chief of Fire.

12.02 For any leave which qualifies under the Family and Medical Leave Act ("FMLA"), members of the Division of Fire may use sick time. Employees must apply for FMLA leave for any FMLA-qualifying event. Employees must use sick time and other paid time off during FMLA leaves except for injuries which qualify under section 12.08.

12.03 When a member reports sick due to a non-work-related illness, upon return to work, the member must report to the Assistant Chief and complete the Certificate of Illness or Injury form that is to be retained at the Division of Fire. If the member is injured or sick from work more than seven (7) consecutive calendar days, has undergone an operation or told to have one, suffered an injury (including non-work related) which affects or could affect the member's mobility, physical agility or ability to perform their job duties in any way, or contracted any contagious illness which could be transmitted in close living quarters or in the course of their job duties, the member must complete a Certificate of Illness or Injury form and have their physician complete the Attending Physician's Statement or attach a statement from their physician to the certificate, indicating that the member is able to return to regular or temporary light duties.

Unless specifically stated otherwise by the proper medical authority, all days off stipulated by the attending physician as a result of injury or illness are construed to be consecutive calendar days. These documents shall be submitted to the Department of Human Resources, prior to the day the member returns to work. Whenever a member is absent due to illness or injury, that member will secure permission from the Chief of the Division of Fire before leaving the area, except to see a physician.

12.04 The City has a right to review the member's physical and mental status at any time during a member's absence to determine whether the member is actually sick or injured, or the member has the ability to return to work. The City may have the member examined by a physician, paid by the City, to determine whether the member is actually sick or injured. If authorized by proper medical authority, the City may call a member who is injured on the job to perform temporary light duties, providing that work is available and that the member has the skill and ability to perform the work. Members who are absent due to a non-duty related sickness or injury may request a temporary light duty assignment. Providing temporary light duty assignment is available, as determined by the Chief, and providing the member

possesses the skill, ability and physical stamina to perform the duties required and provides written authorization to perform specific duties from their attending physician, the member may be given consideration for such an assignment. Any member on light duty who is working forty (40) hours per week will have any holiday time taken off equal to eight (8) hours. In the event a member is unable to return to assume full duties as a firefighter for a period in excess of six (6) months, the member shall be required to submit to the Human Resources Director a diagnosis and prognosis of the member's condition, stating whether the member will or will not be able to resume the full duties of firefighter. Each situation will be reviewed on a case-by-case basis in accordance with the ADA and ADAAA.

12.05 Should it be determined by proper medical authority that a member will not be able to return to regular full duties as a firefighter, the City has the right to require that member to apply for disability retirement. In the event of a difference of opinion as to the member's mental or physical status, regarding their ability to perform their regular duties, between the member's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. Fees and expenses of the physician shall be borne equally by the parties. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. The aforementioned language is designed to comply with the American Disability Act.

12.06 A member who reports absent from assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of their absence, nor may the member return to such outside employment until returning to assigned duties or receiving permission from the Assistant Chief. The Chief of the Division of Fire shall take such steps as necessary to prevent the improper taking of sick leave.

12.07 Sick Time.

- A. One (1) sick time day, either earned, taken, used or converted, shall be considered to be a twenty-four (24) hour period, unless the member is scheduled to work for a period less than twenty-four (24) hours. In such case, the sick time shall be equal to the scheduled hours and no members shall be charged for sick time on days which the member is not scheduled for duty.
- B. All members shall earn sick time at the rate of 4.6 hours for every eighty (80) hours actually worked exclusive of trades and may accumulate such sick time to two thousand four hundred (2400) hours.

12.08 Duty Exemption/Workers Compensation.

- A. No member shall be charged for sick time or time off against their accumulated sick time for time taken to recover from an injury or illness incurred while in the lawful performance of their duties while fighting fires or other related duty activities. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. Members must apply for FMLA for work related injuries or illnesses lasting more than 2 working days (2 tours) or requiring an overnight hospitalization. Section 12.04 and 12.05 shall apply to Duty Exemption/Workers

Compensation after eighteen (18) months of work-related injury pay. However, employees diagnosed with a work-related cancer, shall be eligible for up to two (2) years of work-related injury pay.

- B. Duty exemption does not cover time lost to attend Independent Medical Exams (IMEs) or any BWC or Industrial Commission meetings or hearings in relation to the employee's workers compensation claim.

12.09 Retirement and Death Conversion.

- A. When a member retires, resigns or dies from the Division of Fire, either through service or disability, and shall have completed ten (10) years of service in the Division, the member, or the estate, shall be compensated in cash, based upon the daily earning rate at the time of retirement, resignation or death, for one-quarter (1/4) of their unused sick time which they shall have accumulated. However, in no event, shall the accumulated sick time for conversion purposes exceed two thousand four hundred (2400) hours.

12.10 Conversion of Sick Time Over One Thousand Five Hundred (1500) Hours.

- A. All members who have accumulated more than one thousand five hundred (1500) hours of sick time may convert, on a three (3) to one (1) basis, all hours accumulated in the calendar year over one thousand five hundred (1500) into a lump sum cash payment in January of each calendar year. Any sick time used during the calendar does not reduce this calculation.

12.11 Paid Parental and Paid Childbirth Leave

- A. Employees covered under this bargaining agreement shall be eligible for Paid Parental and Paid Childbirth Leave as established through the City of Lakewood policy.

ARTICLE 13 PERFECT ATTENDANCE

13.01 All full-time members who complete one-quarter (1/4) of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; take no sick time for any reason whatsoever, excluding time off as a direct result of an on-the-job injury, lasting no more than four (4) twenty-four (24) hour shifts or seven (7) eight-hour shifts (consecutive or intermittent) for each separate and distinct injury, shall be entitled to receive a direct cash payment (included in their regular paycheck) or compensatory time for fifteen (15) hours in the following calendar quarter, according to their hourly rate. The Fire Marshal shall receive payment equal to that received by the Fire Captain. The Fire Inspector shall receive payment equal to that received by the Assistant Mechanic. However, employees who take time off as a result of a serious injury suffered while fighting a fire shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

13.02 All full-time members covered under this contract who complete one (1) year (January 1st through December 31st) with one (1) or less days absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than four (4) twenty-four (24) hour shifts or seven (7)

eight-hour shifts, (consecutive or intermittent) for each separate and distinct injury, shall be entitled to one (1) tour off during the following year. Members retiring on December 31st who would be entitled to one (1) holiday off the next following year, shall be permitted to convert said holiday to cash at their current hourly rate in effect on December 31st. Members working a forty (40) hour work week shall be entitled to one (1) eight (8) hour holiday. However, employees who take time off as a result of a serious injury suffered while fighting a fire shall maintain eligibility during the initial eighteen (18) month period of treatment for each separate and distinct serious injury.

**ARTICLE 14
VACATIONS**

14.01 Personnel.

- A. Members who have completed one (1) or more years of service as of June 1st shall earn vacation time according to the following schedule:

<u>Years of Service</u>	<u>Vacation Tours</u>	<u>Must Take Annually</u>
1 through 6	6	2
7 through 12	9	3
13 through 18	12	4
19+	15	5

- B. A vacation tour is defined as one (1) twenty-four (24) hour scheduled tour of duty. Members are considered to be on vacation forty-eight (48) hours prior to and after scheduled vacation and holiday tours, including FLSA days when used in conjunction with vacation and holiday.
- C. As shown above, all members must select one-third (1/3) of the vacation time earned during the previous calendar year. Members retiring during the calendar year are exempt from this provision.

14.02 Members Working a Forty (40) Hour Per Week Schedule.

- A. Members working a forty (40) hour per week schedule will earn vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Must Take Annually</u>
1 through 6	2 50-hour weeks	32 hours
7 through 12	3 50-hour weeks	48 hours
13 through 18	4 50-hour weeks	64 hours
19+	5 50-hour weeks	80 hours

- B. As shown above, all members must select approximately one-third (1/3) of the vacation time earned during the previous calendar year. Members retiring during the calendar year are exempt from this provision.

14.03 Accumulation.

- A. All members hired prior to January 1, 2014, may accumulate up to, but not exceed, twenty-two (22) vacation tours (528 hours). All members hired on or after January 1, 2014, may accumulate, but not exceed, twenty (20) vacation tours (480 hours).
- B. Accrued vacation time in excess of accumulation permitted in Paragraph A, which is carried over to the next calendar year, shall be forfeited.

14.04 For all members, in the event an extraordinary emergency or extraordinary circumstances which, upon approval of the Chief of Fire, necessitates the abandonment of vacation or holiday leave, that leave shall be taken later that year if time is available. If it is determined by the City that time is not available, then such time may be carried over to the next calendar year and must be taken in that year. Under no circumstances will the exercise of this provision allow for any conversion of accumulated vacation time in excess of the amounts set forth in this Agreement. Accrued time in the vacation account of each member shall be paid at the rate of one-fifty second ($1/52^{\text{nd}}$) of their current salary for each week, twenty four (24) times their hourly earning rate for each tour, and the appropriate percentage of twenty four (24) times their current hourly rate for each partial tour, up to a maximum of forty seven (47) vacation tours (1128 hours), at the time of the member's retirement, termination or resignation, or to their estate, in case of the death of the member.

14.05 Random Selection.

Following the general selection procedure, as outlined in the current department general orders, all remaining vacation time and individual holiday time will be granted on a first-come, first-served basis if one (1) or more of the vacation, "K" day or holiday selection slots are available.

14.06 For purposes of this section, the term "member" shall be defined to include members of the bargaining unit.

- A. Three (3) members shall be permitted to select vacations or holiday time off each day pursuant to current Division of Fire rules and regulations governing same.
- B. If an officer's position is left vacant for more than three (3) months which includes an absence of three (3) or more months for any reason, the following shall govern: If the officer levels are at the minimum of three (3) with no officer presently on vacation time or holiday time off, and there is at least one (1) slot available, one (1) officer may select vacation time or holiday time off.
- C. Employees who are not shift personnel assigned to emergency fire or medical response shall not adversely impact the vacation selections for those employees who are so assigned.

14.07 Vacation selection for the entire year will begin no later than November 15, unless mutually agreed upon, in writing, by both Local #382 and the City of Lakewood.

14.08 Effective January 1, 2023, members shall receive credit for prior service with the State of Ohio or any political subdivision of the State of Ohio for the purposes of vacation hours earned. Verification of prior service credit shall be provided to the human resources department by the employee from the appropriate retirement system.

ARTICLE 15 HOLIDAYS

15.01 Members of the Division of Fire shall be granted twelve (12) holidays to include New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, plus one (1) twenty four (24) hour off-duty period classified as a personal business day, provided the member works a full year in which the holidays occur. These holidays shall be granted in the form of six and one half (6.5) twenty-four (24) hour off-duty periods to compensate members for holidays actually worked. These twenty-four (24) hour off-duty holidays may be divided, upon request, into two (2) twelve (12) hour half holidays. All holiday off-duty periods shall be selected in accordance with the seniority plan.

15.02 The personal business day may be selected in one (1) period or may be divided into lesser off-duty periods but may not be taken in increments of less than one-half (1/2) hour.

15.03 Members working a forty (40) hour week will, whenever possible, be granted the actual holiday off-duty. However, any member required to work on a holiday shall be granted, at a later time, an eight (8) hour off-duty period.

15.04 Members may forward a written request no later than December 15th to the Chief for payment or conversion to compensatory time of up to one hundred fifty-six (156) holiday hours in lieu of time off. Payment for said hours shall be received in January.

15.05 Members scheduled to work the actual holiday, excluding the member's personal day, shall receive a premium pay of one and one-half (1-1/2) their regular rate of pay or acting pay for that day for all hours worked.

15.06 All members accumulating in excess of fourteen (14) twenty-four (24) hour holidays shall forfeit all time in excess of fourteen (14) twenty-four (24) hour holidays. Accrued time in the holiday account of each member shall be paid at the current hourly rate of the member upon retirement, termination, or resignation, or to the estate in case of the member's death.

15.07 Members required to work overtime on New Year's Day, Easter, Thanksgiving and Christmas shall be paid at the rate of two (2) times their basic wage or acting pay wage.

ARTICLE 16 MEDICAL COVERAGE AND INSURANCE

16.01 The City agrees to provide for full-time members and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable or better than the present plan. The City shall not offer less than two (2) plans.

16.02 The PPO plan offered by the City shall have an employee monthly contribution rate for single coverage not to exceed eleven percent (11%) of the COBRA rate in 2026, and not exceed twelve percent (12%) of the COBRA rate in 2027 and 2028. Changes to the plans, as approved by the Insurance Committee, shall be appended annually to this Agreement.

16.03 The Employer has established an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units if they choose to be represented and a minimum of one (1) representative of the Employer. The Committee shall meet at least once a quarter for the purpose of exploring cost saving measures and/or alternative health plans and review the group health plans claim experience.

The Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of decreasing costs for both the city and the employees, as well as to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee.

If the committee approves such proposed new or revised plan or plans by unanimous vote, then the city is authorized to implement such plan or plans at the next annual open enrollment period.

16.04 The city agrees to provide each member with a NFPA complaint Public Safety Exam annually to include a Chest x-ray (every three years), screening for heavy metals and enhanced blood markers for cancer and disease screening. The Union and the City will jointly approve the vendor of this service.

The intent of this program is to promote health and fitness in a mandatory, non-punitive manner. Mandatory, non-punitive implies a program with universal participation; however, failure to achieve defined individual fitness objectives should not be the basis for any employment sanctions, discipline or other punitive actions. The vendor shall provide the Chief or his designee a report of those who have completed the examination or evaluation.

The examination or evaluation and all records of the examination or evaluation are confidential.

16.05 Life Insurance.

- A. The City shall provide a policy of life insurance in the amount of 1.5 x the employee's annual salary, not to exceed \$180,000 to every member of the Division of Fire who shall have the right to convert said policy at the rates established by the insurance carrier upon the member's termination. The insurance shall be written by a recognized insurance carrier and all premium costs shall be borne by the City.

16.06 Liability Insurance.

- A. Subject to the limits of the policy, whenever a member is on duty, insurance coverage shall be provided when said member of the Division of Fire is operating any city owned vehicle in the performance of assigned duties to protect the member fully against any and all claims arising out of the authorized operation of said city vehicle. This insurance must cover all claims for property damage and personal injury, and shall be the sole responsibility of the City to provide and maintain. Additionally, the City will provide full legal defense to any member in any legal action arising out of the authorized operation of said city vehicle.

16.07 Surviving Spouse Benefit

- A. The City shall provide an Accidental Death and Dismemberment (AD&D) Insurance Policy for all bargaining unit members in the amount of \$180,000.00. In the event an employee is killed in the line of duty and the above-referenced AD&D policy does not apply, then the surviving spouse or estate of said employee shall be compensated in the amount of \$180,000.00. This benefit shall be paid in three (3) equal installments over the course of three (3) years.

ARTICLE 17 DISCRIMINATION

17.01 The City agrees not to discriminate against any member because of activity in behalf of, or membership in, or lack of membership in the Association. The City and the Association further agree that there shall be no discrimination against any member because of race, sex, creed, religion, national origin, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry.

ARTICLE 18 DISCIPLINE

18.01 In all cases where written and formal charges have been placed against members which could result in reprimand, loss of off-duty time, suspension, fine or punishment of any kind, the member shall receive from the Chief of Fire copies of the exact charges filed. In the case of company discipline, a member may request their immediate supervisor to furnish written and formal charges. To the extent practical, a hearing shall be held no less than seven (7) days and not later than fourteen (14) days after the issuance of the charge.

18.02 At the request of the member, the Association may provide appropriate defense for the member during any hearing of said charges.

18.03 A member against whom disciplinary charges have been placed shall, at their option, be allowed to call witnesses to testify at the hearing. The Chief of Fire will give their testimony full consideration when arriving at the findings.

18.04 The Chief of Fire shall issue a decision on the findings within ten (10) days of the hearing and will supply copies of the decision to the member against whom the charges were placed and to the Association. On any discipline involving a suspension the date of the suspension shall be specified in the letter.

18.05 All findings resulting from disciplinary charges shall be appealable under the grievance procedure (Article 19), beginning with Step III of said procedures.

18.06 The time limits set forth in this article may be modified by mutual, written agreement of the City and the Association.

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the members and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Association which tend to impair or weaken the grievance procedure are improper.

19.02 A grievance is a dispute or difference between the City and the Association, or between the City and a member, concerning the interpretation, and/or application of, and/or compliance with any provision of the Agreement, including all disciplinary actions; and when any such grievances arise, the following procedure shall be observed.

Step I. A member who has a grievance shall reduce it to writing, sign and submit it to the Chief of Fire, within seven (7) days after the member has knowledge of the event upon which the grievance is based. Within seven (7) days of receiving the grievance, the Chief of Fire shall meet with the grievant and Association representatives in an attempt to adjust the grievance. Within seven (7) days after the Step I meeting, the Chief of Fire will supply a written answer to the grievant and to the Association.

Step II. If the member's grievance is not satisfactorily settled at Step I, the Association may appeal the grievance to the Mayor within seven (7) days after the receipt of the Step I answer. After receipt of the appeal, the Mayor, or a designated representative, and Association representatives shall meet to consider the grievance at a time mutually convenient to all parties, but in no event shall such a meeting commence later than fourteen (14) days after the appeal of the Step I response. The grievant or grievants may or may not be present at this meeting. Within seven (7) days of the Step II meeting, the Mayor, or a designated representative, shall furnish the Association a decision in writing.

Step III If the grievance is not satisfactorily settled at Step II, the Association may, within thirty (30) calendar days after receipt of the Step II answer, submit the matter to arbitration.

The Association shall notify the American Arbitration Association and the City simultaneously of its intent to appeal the grievance to arbitration. Upon written notice of the Association's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of seven (7) arbitrators to each party, and the arbitrators will be chosen in accordance with the Association's then applicable rules and regulations. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearing shall be held in the City of Lakewood, on City property.

19.03 The Association may select up to two (2) members to attend the hearing (including officers, but not including witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration proceeding. The following individuals shall receive at minimum a twenty-four (24) hour notice of any hearing/grievance meeting: Grievant/Employee, Union President, Union Representative, and Company Officer of grievant/employee.

19.04 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances and, in reaching a decision, the arbitrator shall have no authority to add to or subtract from or modify, in any way, the provisions of this Agreement.

19.05 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Association, and/or between the City and member(s). All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Association and the City shall be final, conclusive and binding on the City, the Association and the members. A grievance may be withdrawn by the Association at any time during Step I, II, or III of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievance.

19.06 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Association, be binding on both parties. In the event the Union fails to file initially or appeal a grievance to the next step within the time limits provided, such grievance shall be deemed null and void. In the event the City fails to answer the grievance within the time limits provided, the grievance shall automatically be moved to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgement noting the time and date the Association and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Association shall be in writing with a copy being sent to the Chief, Division of Fire, and the Director of Human Resources.

ARTICLE 20 MANAGEMENT RIGHTS

20.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: Determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire members; maintain and improve the efficiency and effectiveness of the City's operations, including the right to

reorganize, discontinue, or enlarge any work; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; suspend, discipline, or discharge for just cause, or layoff, transfer (including the assignment and allocation of work) within the division; assign, schedule, promote or retain members; determine the adequacy of and direct the work force; determine the overall mission of the City as a unit of government; effectively manage and direct the work force and actions to carry out the mission of the City as a governmental unit; control the premises and facilities and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the number of shifts required and work schedules; establish, modify, consolidate or abolish jobs (or classifications); determine the manner in which the work is to be processed; and determine staffing patterns, including, but not limited to, assignment of members, numbers employed, duties to be performed, qualifications required and areas worked.

20.02 The foregoing are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 21 NO STRIKE/NO LOCKOUT

21.01 The Association shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist, in any way, nor shall any member instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted "sick" leave, work stoppage, unlawful picketing, or interference of any kind at any operation or operations of the City.

21.02 Any member(s) who violates Section 21.01 of this article shall be subject to discharge or other disciplinary action at the complete discretion of the City, subject to appeal to the Civil Service Commission and the courts of law or the grievance procedure.

21.03 The City shall not lock out any member for the duration of this Agreement.

ARTICLE 22 UNION RIGHTS

22.01 The City agrees that during working hours, on City owned premises, and without loss of time or compensation, Association officers, or their designated representatives, shall be permitted to:

A. Post Association notices.

B. Transmit communications, authorized by the Association or its officers, to the City or its representatives in the Division of Fire.

22.02 Meetings held for the purposes of negotiating agreements, or for the processing of grievances, will be scheduled at a time mutually convenient to all parties. Association officers, or their designated

representatives, shall be permitted to attend these meetings and will not suffer any loss of time or compensation if these meetings occur during working hours. Association officers required to attend other official hearings or meetings by the City, on City premises, will not suffer any loss of time or compensation if the hearing or meeting occurs during working hours.

22.03 The Association may conduct Union meetings on a quarterly basis, on City property, provided the meetings shall be scheduled and conducted so as not to interfere with the effective operation of the division. When the Association holds a meeting off City property in the City of Lakewood, one (1) officer of the Association, who is working at the time the meeting is held, may attend the meeting without suffering any loss of time or compensation, provided that the officer's absence does not result in the division being inadequately manned, and that the officer will respond immediately, if called at the Association meeting, to return to work.

22.04 A Labor/Management Committee consisting of the Mayor, or a designated representative, and the Chief of Fire, or a designated representative, and President of the Association, plus Secretary/Treasurer, one (1) member of each shift (or designated representative) and one (1) officer representative or designee, shall be established, and this committee shall meet every three (3) months for the purpose of discussing and attempting to resolve any work related problems.

ARTICLE 23 RESIDENCY REQUIREMENTS

23.01 The residency requirements for members of the Division of Fire, established pursuant to rulings made in the United States District Court for the Northern District of Ohio Eastern Division (Civil Action Number C87-287) and Codified Ordinance, Section 149.171, are no longer binding. Therefore, the residency requirement will not be imposed upon any current members of the bargaining unit.

ARTICLE 24 PROTECTION OF PERSONAL PROPERTY

24.01 Each member shall be assigned their own personal lockers. These lockers shall be the sole personal responsibility, and no other person shall be permitted access to such lockers, except upon written authority of the member to whom the locker is assigned. The Chief of Fire shall have the right to order a member to open their locker for inspection in the Chief's presence. A member required to perform their duties in stations other than their regularly assigned station will be provided with lockers for the protection of their personal property.

ARTICLE 25 SEVERABILITY

25.01 If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any final court action or by reason of any existing, amended or subsequently enacted

legislation, the remaining parts or portion of the Agreement shall remain in full force and effect, and shall be otherwise affected by any of the above-named actions.

ARTICLE 26 PREVAILING RIGHTS

26.01 All rights and working conditions enjoyed by the members at the present time, such as firehouse supplies (soap, toilet paper, light bulbs, etc.), firehouse tools (lawn mowers, tools for minor repairs), firehouse linens, firehouse utilities (heat, light, water) and other similar benefits of the job, which are not included in this Agreement, shall remain in full force.

26.02 For the term of this Agreement, the City shall not diminish the benefits enumerated above.

26.03 A member of the Division of Fire shall have the opportunity to examine their own individual personnel file once every six (6) months. In order for a member to have access to their personnel file, the member must give the Director of Human Resources one (1) day notice of their request, and the actual examination must be in the presence of the Director of Human Resources, or designee, Monday through Friday, during normal working hours.

26.04 Trading Time.

- A. A member may trade time if the change does not interfere with the operation of the Division of Fire. Trading of four (4) hours or less must have the approval of the member's immediate supervisor. All other trades must have the approval of the Assistant Chief. All trades are limited to members of the same rank.

26.05 The City shall be responsible for all permit work involving repair of buildings, plumbing, electric, HVAC, or any work beyond the routine daily care and upkeep of such buildings, vehicles or grounds.

ARTICLE 27 AGREEMENT SUPERSEDES

27.01 Any City ordinance, Division of Fire rules, regulations, general and special orders, Civil Service regulations and verbal orders that directly conflict with express terms of this Agreement shall be superseded by this Agreement.

ARTICLE 28 OBLIGATION TO NEGOTIATE

28.01 The City and the Association acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

28.02 Therefore, for the life of this Agreement, the City and the Association each voluntarily and unqualifiedly waive the rights, 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.

**ARTICLE 29
SAFETY COMMITTEE**

29.01 There shall be one joint Safety Committee in the City of Lakewood, Division of Fire, composed of two (2) members selected by the Association, and one (1) member selected by Lakewood Paramedics Association and two (2) members selected by the Fire Chief. At least one member of the Safety Committee shall be an officer. Minutes of meetings shall be maintained by the Committee and forwarded to the Fire Chief.

29.02 The Safety Committee shall meet quarterly, or more or less often by mutual consent, and such meetings shall be scheduled at the time established by the Chief of the Division of Fire, Fire Marshal or designee, who shall preside at all meetings.

29.03 The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions of the Division of Fire.

**ARTICLE 30
STAFFING LEVELS**

30.01 MINIMUM STAFFING PER VEHICLE

A Company shall be defined as a group of Members:

1. Under the direct supervision of an officer;
2. Operating with one piece of fire apparatus;
3. Continuously operating together; and
4. Arriving at the incident scene on a fire apparatus.

Each Engine Company shall be staffed with a minimum of four (4) Firefighters:

1. (1) Captain or Acting Captain
2. (1) Driver/Operator
3. (2) Firefighters/Firefighters-EMTs/Firefighters-Ps

Truck 1 shall be staffed with a minimum of four (4) Firefighters

1. (1) Captain or Acting Captain
2. (1) Driver/Operator
3. (2) Firefighters/Firefighters-EMTs/Firefighters-Ps

Each Squad shall be staffed with a minimum of two (2) Emergency Medical Technicians, one of which must be qualified as an EMT-P

Car #2 shall be staffed with a minimum of two Firefighters:

1. (1)Assistant Chief or Acting Assistant Chief
2. (1)Driver/Staff Aide

30.02 Changes in staffing that occur after the start of shift will not require a realignment of staffing.

Staffing Distribution
Number of Personnel

TRUCK 1	4	5	4	5	4	5	4
MEDIC 4	2	0	0	2	2	0	0
CAR 2	2	2	2	2	2	2	2
MEDIC 1	2	2	2	2	2	2	2
SQUAD 1	4	4	4	0	0	0	0
ENG 2	4	4	4	4	4	4	4
MEDIC 2	2	2	2	2	2	2	2
ENG 3	4	4	4	4	4	4	4
MEDIC 3	2	2	2	2	2	2	2
TOTAL	26	25	24	23	22	21	20

ARTICLE 31 UNION LEAVES

31.01 The President and/or designee shall be permitted to attend conferences up to 10 tours per year, combined, without loss of compensation (i.e., both members attending the same conference will constitute two tours of the available 10 tours for the year). The President, or designee, shall be permitted to attend Ohio Association of Professional Firefighters meetings, subject to manning requirements.

ARTICLE 32 PROBATIONARY MEMBERS

32.01 New, full-time members shall be considered to be on probationary period for two (2) years and, during such probationary period, the City shall have sole discretion to discharge such members without recourse through the grievance procedure or appeal to any Civil Service Commission, provided that the Union may represent the member at any disciplinary hearing. The City shall provide advance notification to the Union of any such disciplinary hearing.

32.02 Members promoted to any rank above Firefighter Grade I will be in a probationary period for one (1) calendar year.

32.03 All entry-level probationary members will undergo training, evaluation, testing and a board review to determine suitability for a permanent position.

32.04 A probationary period may be extended for members who are absent for more than ten (10) tours for a period equal to their total time of absence.

32.05 Entry level, probationary members will be assigned to work five (5) eight (8) hour days during their first two calendar weeks of employment for orientation training.

32.06 Newly hired probationary members are ineligible for consideration under Article 10, Posting of Notices.

32.07 All members shall provide the Fire Chief with the names, addresses and telephone numbers of all off-duty employers.

**ARTICLE 33
DURATION OF AGREEMENT**

33.01 This Agreement shall be effective as of January 1, 2026 and shall remain in full force and effect until the 31st day of December 2028. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, on or before September 15th, before the anniversary date, that it desires to terminate, modify or amend the Agreement, and negotiations shall then commence no later than October 15th.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the _____ day of _____, 2025.

LAKWOOD ASSOCIATION OF FIREFIGHTERS,
LOCAL #382 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

CITY OF LAKEWOOD

Nicholas Sambula, President

Meghan F. George, Mayor

Andy Miller, Vice President

Claudia M. Dillinger, Human Resources
Director

John Baron, Secretary/Treasurer

APPROVED AS TO LEGAL
CORRECTNESS AND FORM

Jennifer Swallow, Assistant Law Director

APPENDIX AB

WAGES

	<u>2023 (3%)</u>		<u>2024 (3%)</u>		<u>2025 (3%)</u>	
	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>
Firefighter-Grade III						
1 st Year	\$58,897.83	\$23.60	\$60,664.77	\$24.30	\$62,484.71	\$25.03
2 nd Year	\$69,793.54	\$27.96	\$71,887.35	\$28.80	\$74,043.97	\$29.67
Firefighter-Grade II						
1 st year	\$73,017.87	\$29.25	\$75,208.41	\$30.13	\$77,464.66	\$31.04
2 nd Year	\$76,239.67	\$30.54	\$78,526.86	\$31.46	\$80,882.67	\$32.40
Firefighter-Grade I	\$80,947.58	\$32.43	\$83,376.00	\$33.40	\$85,877.28	\$34.41
Firefighter-Grade I (20 years of Service)	\$83,376.00	\$33.40	\$85,877.28	\$34.41	\$88,453.60	\$35.44
Electrician/Mechanic and Fire Inspector	\$89,043.11	\$35.67	\$91,714.40	\$36.74	\$94,465.84	\$37.85
Captain/Fire Marshal	\$97,137.09	\$38.92	\$100,051.20	\$40.08	\$103,052.74	\$41.29
Assistant Fire Chief	\$111,707.65	\$44.75	\$115,058.88	\$46.10	\$118,510.65	\$47.48
			<u>2026 (3%)</u>		<u>2027 (3%)</u>	<u>2028 (4%)</u>

Formatted Table

Formatted Table

	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>	<u>Annual Rate</u>	<u>Hourly Rate</u>
<u>Firefighter Grade III</u>						
<u>1st Year</u>	<u>\$68,000.00</u>	<u>\$27.24</u>	<u>\$70,040.00</u>	<u>\$28.06</u>	<u>\$72,841.60</u>	<u>\$29.18</u>
<u>2nd Year</u>	<u>\$76,265.29</u>	<u>\$30.56</u>	<u>\$78,553.25</u>	<u>\$31.47</u>	<u>\$81,695.38</u>	<u>\$32.73</u>
<u>Firefighter Grade II</u>						
<u>1st year</u>	<u>\$79,788.60</u>	<u>\$31.97</u>	<u>\$82,182.26</u>	<u>\$32.93</u>	<u>\$85,469.55</u>	<u>\$34.24</u>
<u>2nd Year</u>	<u>\$83,309.15</u>	<u>\$33.38</u>	<u>\$85,808.42</u>	<u>\$34.38</u>	<u>\$89,240.76</u>	<u>\$35.75</u>
<u>Firefighter Grade I</u>	<u>\$91,131.60</u>	<u>\$36.51</u>	<u>\$93,865.55</u>	<u>\$37.61</u>	<u>\$97,620.17</u>	<u>\$39.11</u>
<u>Firefighter Grade I (20 years of Service)</u>	<u>\$93,865.55</u>	<u>\$37.61</u>	<u>\$96,681.52</u>	<u>\$38.73</u>	<u>\$100,548.78</u>	<u>\$40.28</u>
<u>Electrician/Mechanic/ Neighborhood Paramedic/ EMS Coordinator/Fire Inspector</u>	<u>\$100,244.76</u>	<u>\$48.19</u>	<u>\$103,252.10</u>	<u>\$49.64</u>	<u>\$107,382.19</u>	<u>\$51.63</u>
<u>Captain/Fire Marshal</u>	<u>\$109,357.92</u>	<u>\$43.81</u>	<u>\$112,638.66</u>	<u>\$45.13</u>	<u>\$117,144.21</u>	<u>\$46.93</u>
<u>Assistant Fire Chief</u>	<u>\$125,761.61</u>	<u>\$50.39</u>	<u>\$129,534.46</u>	<u>\$51.90</u>	<u>\$134,715.84</u>	<u>\$53.97</u>

Formatted: Indent: Left: -0.39"

APPENDIX B

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between the City of Lakewood and the Lakewood Association of Firefighter, #382 of the International Association of Firefighters (IAFF) AFL-CIO.

1. The City shall allow IAFF employees (employees for the purposes of this article are those covered under this collective bargaining agreement) to participate in a health reimbursement account, hereinafter known and referred to as the “IAFF HRA”, effective January 1, 2026.
2. There shall be one funding source for the IAFF HRA:
 - a. Transfer of the value of accrued leave at the time of retirement:
 - i. Classification 1: Shall be employees who retire from the City of Lakewood, who have thirty (30) years of service or more and are age sixty-four (64) or more when they retire. Upon retirement of a Classification 1 employee, the City shall transfer into the IAFF HRA fifteen thousand dollars (\$15,000) of the classification 1 employee’s total cash out at the time of retirement.
 - ii. Classification 2: Shall be employees who retire from the City of Lakewood, who have twenty-nine (29) years of service or more and are less than age sixty-four (64) when they retire. Upon retirement of a Classification 2 employee, the City shall transfer into the IAFF HRA twenty-five thousand dollars (\$25,000) of the Classification 2 employee’s total cash out at the time of retirement.

For the IAFF:

Nick Sambula, President Date

Andy Miller, Vice President Date

For City of Lakewood:

Claudia M. Dillinger, Date
Director Human Resources

Meghan F. George, Mayor Date

APPROVED AS TO LEGAL CORRECTNESS AND FORM:

Jennifer Swallow Date
Assistant Law Director

APPENDIX C

Me Too Clause

The City and Local 382 agree that should any other bargaining unit receive a total percentage increase to base wages only that is greater than ten (10) percent over the duration of the contract through fact finding or arbitration, Local 382 shall automatically receive the additional increase.

EXHIBIT H

AGREEMENT

BETWEEN

THE CITY OF LAKEWOOD

AND

LAKEWOOD PARAMEDIC ASSOCIATION

JANUARY 1, 2026 – DECEMBER 31, 2028

Contents

AGREEMENT 1

ARTICLE 1 RECOGNITION 1

ARTICLE 2 CHECKOFF 1

ARTICLE 3 WAGES AND HOURS 2

ARTICLE 4 COMMUNITY SERVICE RECOGNITION 2

ARTICLE 5 LONGEVITY ALLOWANCE 2

ARTICLE 6 UNIFORM MAINTENANCE 3

ARTICLE 7 CALLBACKS 3

ARTICLE 8 WORKWEEK/OVERTIME 3

ARTICLE 9 EDUCATIONAL CREDIT 4

ARTICLE 10 SENIORITY 5

ARTICLE 11 POSTING OF NOTICES 5

ARTICLE 12 LEAVES OF ABSENCE 6

ARTICLE 13 SICK TIME AND PREGNANCY LEAVE POLICY 7

ARTICLE 14 PERFECT ATTENDANCE 9

ARTICLE 15 VACATIONS 9

ARTICLE 16 HOLIDAYS 10

ARTICLE 17 MEDICAL COVERAGE AND INSURANCE 11

ARTICLE 18 DISCRIMINATION 12

ARTICLE 19 DISCIPLINE 12

ARTICLE 20 GRIEVANCE PROCEDURE 13

ARTICLE 21 MANAGEMENT RIGHTS 14

ARTICLE 22 NO STRIKE/NO LOCKOUT 15

ARTICLE 23 UNION RIGHTS 15

ARTICLE 24 PROTECTION OF PERSONAL PROPERTY 15

ARTICLE 25 SEVERABILITY 16

ARTICLE 26 PREVAILING RIGHTS 16

ARTICLE 27 AGREEMENT SUPERSEDES 16

ARTICLE 28 OBLIGATION TO NEGOTIATE 16

ARTICLE 29 SAFETY COMMITTEE 17

ARTICLE 30 UNION LEAVES 17

ARTICLE 31 NOTIFICATION CONCERNING OTHER EMPLOYERS 17

APPENDIX A 19

APPENDIX B	20
APPENDIX C	21
APPENDIX D	22

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lakewood, Ohio, hereinafter referred to as the "City," and the Lakewood Paramedic Association (LPA), hereinafter referred to as the "Association." The term "employee" or "employees," where used in this Agreement, refers to all classified sworn full-time Paramedics employed by the Division of Fire, excluding all other employees of the Division of Fire.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of terms and conditions of their employment; and to establish a peaceful procedure for the adjustment and resolution of differences which may arise under this Agreement between the parties.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

ARTICLE 1 RECOGNITION

1.01 The City hereby recognizes the Lakewood Paramedic Association as the sole and exclusive agent and representative of all employees, as identified in State Employment Relations Board (SERB), Case No. 00-REP-03-0063, excluding all other employees of the Division of Fire, for the purpose of collective bargaining and representation with respect to wages, hours, and all other terms and conditions of employment pursuant to Section 4117, et seq., Ohio Revised Code.

ARTICLE 2 CHECKOFF

2.01 The City shall deduct, on a monthly basis, dues from the pay of employees in the LPA bargaining unit upon receipt from the LPA of individually, written authorization cards, voluntarily executed by an employee for that purpose and bearing the employee's signature, provided that any employee shall have the right to revoke such authorization, pursuant to the provisions of Section 4117 of the Ohio Revised Code.

2.02 The City shall transmit to the LPA all monies withheld during each month, along with a list of all employees for whom deductions have been made and, upon receipt, the LPA shall assume full responsibility for the disposition of all funds deducted.

2.03 The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Association hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from the deductions made by the City, pursuant to this Article. Once the funds are remitted to the Association~ their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2.04 The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

2.05 The parties agree that neither the employees nor the Association shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City, in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it

will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount.

ARTICLE 3 WAGES AND HOURS

3.01

Effective January 1, 2026 LPA employees will receive a \$2,600 wage adjustment and a three percent (3%) increase in base wages.

Effective January 1, 2027 LPA employees will receive a three percent (3%) increase in base wages.

Effective January 1, 2028 LPA employees will receive a fourpercent (4%) increase in base wages.

3.02 Employees who are assigned to perform the duties of Paramedic Supervisor shall receive the supervisor rate of pay for that assignment for all time worked in that classification. Assignment for Acting Paramedic Supervisor shall be made by the Fire Chief; said selection being one (1) employee from among the three (3) senior employees by shift. An employee working a trade for a Paramedic Supervisor shall not be considered for an acting pay assignment.

3.03 Rates of pay for each year of this Agreement are identified in Appendix A of this Agreement and are reflective of the increases identified in Section 3.01 of this Article.

3.04 Employees assigned to perform the duties of Paramedic Supervisor, shall be paid for such time worked as follows:

Paramedic Supervisor Average Annual Salary divided by 2080 = Hourly Average Rate

Paramedic Average Annual Salary divided by 2080 = Hourly Average Rate

Difference = Acting Pay Supplement

3.05 The City will provide a stipend of \$1,300 to all members for Rescue Task Force (RTF) certification. The stipend will be paid in the employee's paycheck during the month of May. The Finance Department will notify the Union as to the pay date at least 2 weeks prior to the pay.

ARTICLE 4 COMMUNITY SERVICE RECOGNITION

(Reserved.)

ARTICLE 5 LONGEVITY ALLOWANCE

5.01 Effective January 1, 2006, all regular, full-time employees of the Division of Fire shall receive a semi-annual longevity allowance, based upon the number of continuous full years of service with the Division of Fire, including interim military service, as determined on the dates of June 15th and December 15th in accordance with the following semi-annual schedule: Such payment to be made in the employee's regular paycheck during June and December.

5 Years \$250.00	13 Years \$650.00	21 Years \$1,050.00
6 Years \$300.00	14 Years \$700.00	22 Years \$1,100.00

7 Years \$350.00	15 Years \$750.00	23 Years \$1,150.00
8 Years \$400.00	16 Years \$800.00	24 Years \$1,200.00
9 Years \$450.00	17 Years \$850.00	25+ Years \$1,250.00
10 Years \$500.00	18 Years \$900.00	
11 Years \$550.00	19 Years \$950.00	
12 Years \$600.00	20 Years \$1,000.00	

ARTICLE 6 UNIFORM MAINTENANCE

6.01 The City will supply and replace for every employee of the Division of Fire a helmet, EMS turnout coat, goggles, EMS turnout pants and other personal equipment that may be required. All of the above supplied equipment shall be of an approved design and construction, and every employee shall be expected to maintain and handle this equipment with reasonable care.

6.02 The City will pay to every employee a uniform maintenance of \$1,500.00 on or before March 31st of each year in the employee’s regular paycheck. Uniform payments shall be prorated for new hires and terminated/separated employees. At its discretion, the City may implement a policy wherein it provides for the replacement of uniforms as an alternative to the annual maintenance allowance.

6.03 Employees whose uniform items are damaged or stolen in the line of duty shall report such damage or theft to their immediate supervisor. If it is determined by the Fire Chief that the items cannot be reasonably repaired, the replacement or repair of the items will be at no cost to the employee.

ARTICLE 7 CALLBACKS

7.01 Any employee who is recalled to work for an emergency after leaving their regular shift shall be paid for at least three (3) hours or all time worked, whichever is greater. An emergency call back is defined as an immediate need for personnel to be assigned during an incident. All emergency recalls shall be mandatory. Where particular skills, such as fire prevention, are required, only such personnel are to be called back. Call back credit for emergencies will begin at the time the telephone call is received.

7.02 Scheduled overtime to attend meetings, training classes and other non-emergency functions, by order of the Fire Chief or a designee, or any holdovers from the previously scheduled shift shall be paid at the non-scheduled overtime rate, as identified in Appendix A of this Agreement, for a minimum of one (1) hour or the actual time worked, whichever is greater, and shall be mandatory unless excused for just cause.

7.03 All official court overtime duty ordered by the Director of Public Safety, Director of Law or prosecutor of the City, the Judge or Clerk of the Lakewood Municipal Court or Common Pleas Court, or in response to a subpoena or similar Writ commanding appearance in a criminal or quasi-criminal case arising out of an incident while on duty as an employee of the Division of Fire shall be compensated at the non-scheduled overtime rate, as identified in Appendix A of this Agreement, for all time worked in excess of their scheduled workweek.

ARTICLE 8 WORKWEEK/OVERTIME

8.01 The workweek shall be defined as a seven (7) day period and shall begin at 8:30 a.m. on Sunday of each calendar week and end at 8:30 a.m. on the following Sunday. For purposes of this Agreement, the term

“tour” shall be defined as a twenty-four (24) hour scheduled period of work. The scheduled workweek shall consist of an average of 48 hours each week over the course of the calendar year.

8.02 For purposes of this Article, “regular work hours” shall be defined as the first forty (40) hours of work in a workweek and “scheduled overtime hours” shall be defined as the additional 8 hours per week of scheduled work and constituting the remainder of the 48 hour average workweek.

8.03 Each employee shall be paid an average weekly salary that will consist of payment for forty (40) regular hours at the regular rate of pay and 8 scheduled overtime hours at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. The applicable hourly rates of pay are identified in Appendix A of this Agreement.

8.04 Any non-scheduled hours actually worked in a workweek that are in excess of the scheduled 48 hours per week shall be paid at the non-scheduled overtime rate as identified in Appendix A of this Agreement.

8.05 In lieu of paid overtime employees may choose to accumulate unscheduled overtime in the form of Comp time. Comp time will be banked on an hour-for-hour and ½ basis, in accordance with the Fair Labor Standards Act.

If any employee has more than one hundred (100) hours of compensatory time in his or her comp bank as of the last pay of the year all hours over 100 will be paid in their final paycheck of the year at the rate of pay it was earned.

ARTICLE 9 EDUCATIONAL CREDIT

9.01 The City shall inform employees of any employment related courses or seminars being conducted, provided that the City shall continue to have the sole discretion on approving employee requests to attend these courses or seminars. The City shall continue to pay the total cost of books and tuition for any employee achieving a grade “C” or better in any regionally accredited institution or Fire and Emergency Services Higher Education (FESHE) and approved employment related courses. If the employee leaves the department within four (4) years of such reimbursement, the employee shall have the full amount of tuition reimbursement deducted from their final payout or make full reimbursement to the City.

9.02 If the department mandates the attendance of an employee to a particular course or seminar, the employee shall be paid at the non-scheduled overtime rate, as identified in Appendix A of this Agreement, for class time and travel time on non-scheduled workdays, plus all expenses (tuition, lodging, meals, mileage, and other related expenses).

9.03 Anyone attending a local seminar will be entitled to travel time from the City of Lakewood to said location. Local is defined as within a fifty (50) mile radius of the City of Lakewood, which includes the City of Akron.

9.04 For purposes of this Article, a week commences on Sunday and ends on Saturday. Employees who are attending a five (5) day seminar, Monday through Friday, will be permitted the calendar day before and the calendar day after as off time. Employees who are attending any other approved, non-local educational course shall receive eight (8) hours off plus travel time the day before. Upon completion of the training, the employee will report to their next regularly scheduled tour of duty.

ARTICLE 10 SENIORITY

10.01 A current seniority list shall be maintained at all times and shall govern the following:

A. Vacation and holiday selections among the unpromoted ranks will be selected on the basis of seniority of the original appointment date.

B. Seniority shall be broken when an employee quits or resigns, is discharged, is laid off for more than two (2) years, fails to report for work when recalled from layoff within seven (7) days from the date on which the employee receives notice of recall by certified mail. (It is the member's obligation to notify the City of any change of address. The City shall forward notice required by this Section to the last address supplied by the employee.)

10.02 In the event of a reduction in force, the employees with the greatest seniority shall be retained.

10.03 For purposes of this Article, Appendix B sets forth the order of seniority for bargaining unit employees within their respective classifications.

ARTICLE 11 POSTING OF NOTICES

11.01 Within ten (10) days of an opening at Station 2 or Station 3, or an opening at Station 1 for the promoted ranks, Truck Company 1, and Car 2 driver, which becomes available as a result of resignation, retirement, transfer or detailed reassignment as Assistant Mechanic or Fire Inspector, the City shall post a notice of said vacancy at each Station for ten (10) consecutive days. Stations shall be staffed as follows:

Station 1	Station 2	Station 3
14 employees total	7 employees total	7 employees total

11.02 Members who wish to be considered for the assignment shall file a written request with the Assistant Chief no later than the end of the posting period. All applications timely filed will be reviewed by the Chief and considered for filling the assignment. Department needs, in terms of balancing the experience, abilities and skill of the members within each firefighting company will govern the selection for the assignment. If more than one (1) application fits the department's needs for that assignment, then seniority will determine the selection. The selection will be made within five (5) business days following the posting and the vacancy filled. The posting of notices will end when no member requests to fill said vacancy. In the event a resultant vacancy exists in a company assignment other than Truck Company 1 after the posting period, the City may, at its option, fill said vacancy by reassignment of a Truck Company 1 member or unassigned member without requiring further posting.

11.03 Members who request and are approved for transfer to a different shift must reselect vacation and holiday time from the remaining time available on the new shift, in accordance with department rules and regulations. Members who are transferred by department mandate, without their request, to a different shift may retain vacation and holiday time previously selected or may reselect from the remaining time available on the new shift, in accordance with department rules and regulations.

ARTICLE 12 LEAVES OF ABSENCE

12.01 Funeral Leave

A. After a death occurs within the employee's family, the employee shall be granted funeral leave, without loss of pay, benefits, holidays or vacation time, in accordance with the following schedule: (Calendar days off taken must be consecutive and include the day of the funeral.)

1. Spouse, son, daughter, stepchildren, mother, father, stepparents, mother-in-law, father-in-law - 10 days
2. Brother, sister, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandson/daughter, brother or sister-in-law - 5 days

B. Funeral leave may be extended at the discretion of the Chief of Fire, based on individual circumstances. Such extra time will be utilized out of the employee's paid leave accounts, including holiday, compensatory time, sick leave and vacation.

12.02 Emergency Leave

In the case of sudden or serious illness or emergency in the employee's immediate family which renders the employee physically unable to report to work, after exhausting every effort to do so due to extraordinary circumstances, and upon securing approval from the Chief of Fire or the designated representative, the employee may be granted sufficient time off out of his paid time accounts including holiday, vacation, compensatory time and sick time, to aid the family and to complete any urgent business concerning the emergency. Upon completion of said emergency, the employee shall immediately return to duty. Final authorization for the absence, and time granted from those accounts, is conditioned upon the employee providing the City with acceptable verification of such absence. In the event an employee is denied emergency leave, said employee shall have the right to appeal that decision directly to the Chief of Fire.

12.03 Jury Duty and Court Leave

A. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated pursuant to Article 7, Section 7.03, for the work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of the call in injury duty or witness duty.

B. An employee called for jury duty shall be granted a leave of absence for the period of jury service beginning twelve (12) hours prior to the starting time of the notice to report. Upon completion of the jury duty, the employee will report to their next regularly scheduled tour of duty.

12.04 Military Leave

An employee shall be granted a leave of absence for military duty in accordance with state and federal law, and municipal ordinances.

12.05 Leaves of Absence Without Pay

Leaves of absence without pay or other fringe benefits may be granted in accordance with Civil Service Rules and Regulations.

ARTICLE 13 SICK TIME AND PREGNANCY LEAVE POLICY

13.01 Employees of the Division of Fire who are sick or injured and unable to report for duty shall report said sickness or injury to the Assistant Chief at least one (1) hour prior to the start of the employee's scheduled shift. The Assistant Chief shall in turn notify the Chief of Fire.

13.02 For any absence which qualifies under the Family and Medical Leave Act ("FMLA"), paramedics must use sick time and other paid time off during FMLA leave, except for an injury which qualifies under § 13 .08. The employee must apply for FMLA for any FMLA qualifying event, including injury leaves.

13.03 When an employee reports sick due to a non-work related illness, upon return to work, the employee must report to the Assistant Chief and complete the Certificate of Illness or Injury form that is to be retained at the Division of Fire. If the employee is injured or sick from work more than seven (7) consecutive calendar days, has undergone an operation or told to have one, suffered an injury (including non-work related) which affects or could affect the employee's mobility, physical agility or ability to perform their job duties in any way, or contracted any contagious illness which could be transmitted in close living quarters or in the course of their job duties, the employee must complete a Attending Physician's Statement or attach a statement from their physician to the certificate giving a diagnosis/prognosis, indicating that the employee is able to return to regular or temporary light duties and turn it in to Human Resources prior to returning to duty.

Unless specifically stated otherwise by the proper medical authority, all days off stipulated by the attending physician as a result of injury or illness are construed to be consecutive calendar days. These documents shall be submitted to the Division of Human Resources, prior to the day the employee returns to work. Whenever an employee is absent due to illness or injury, that employee will secure permission from the Chief of the Division of Fire before leaving the area, except to see a physician.

13.04 The City has a right to review the employee's physical and mental status at any time during an employee's absence to determine whether the employee is actually sick or injured, or the employee has the ability to return to work. The City may have the employee examined by a physician, paid by the City, to determine whether the employee is actually sick or injured. If authorized by proper medical authority, the City may call an employee who is injured on the job to perform temporary light duties, providing that work is available and that the employee has the skill and ability to perform the work. Employees who are absent due to a non-duty related sickness or injury may request a temporary light duty assignment. Providing that a temporary light duty assignment is available, as determined by the Chief, and providing the employee possesses the skill, ability and physical stamina to perform the duties required and provides written authorization to perform specific duties from his or her attending physician, the employee may be given consideration for such an assignment. Any employee on light duty who is working forty (40) hours per week will have any holiday time taken off equal to one-half (1/2) of an accrued twenty four (24) hour holiday. In the event an employee is unable to return to assume full duties as a Paramedic for a period in excess of six (6) months, the employee shall be required to submit to Human Resources a diagnosis and prognosis of the employee's condition, stating whether the employee will or will not be able to resume the full duties of Paramedic.

13.05 Should it be determined by proper medical authority that an employee will not be able to return to regular full duties as a Paramedic, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status, regarding their ability to perform their regular duties, between the employee's physician and the City's physician, the

issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. Fees and expenses of the physician shall be borne equally by the parties. For purposes of this section, an injury is defined as a traumatic damage to the body, of external origin, unexpected and undesigned by the injured person. The aforementioned language is designed to comply with the Americans with Disabilities Act.

13.06 An employee who reports absent from assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of their absence, nor may the employee return to such outside employment until returning to assigned duties or receiving permission from the Assistant Chief. The Chief of the Division of Fire shall take such steps as necessary to prevent the improper taking of sick leave.

13.07 Sick Time

A. One (1) sick leave day, either earned, taken, used or converted, shall be considered to be a twenty four (24) hour period, unless the employee is scheduled to work for a period of less than twenty four (24) hours. In such cases, the sick time shall be equal to the scheduled hours and no employees shall be charged for sick time on days which the employee is not scheduled for duty.

B. All employees shall earn sick time at the rate of 4.6 hours for every eighty (80) hours actually worked, and may accumulate such sick leave to two thousand four hundred (2400) hours.

13.08 Duty Exemption

A. An employee who suffers a service connected injury or illness incurred during the course of or arising out of employment with the City shall receive their regular earnings for a period not to exceed ten (10) work shifts, subject to the approval of the Fire Chief. The employee will continue to accumulate time during this period.

B. During any such period, the employee shall remain available for and report as directed for any light duty assignment for which the treating physician and the Fire Chief determine to be appropriate for the employee's physical restrictions and the operational requirements of the Division of Fire.

C. The employee may request additional periods not to exceed ten (10) work shifts provided said employee continues to be restricted from regular duty as certified by the treating physician. Additional periods will be subject to the approval of the Fire Chief.

D. In the event that the Bureau of Workers' Compensation (BWC) should disallow an employee's claim for benefits, the employee shall be charged with all time lost from work (not including time spent on a light duty assignment) against the employee's accumulated sick time, provided the employee has sick time available. Should the employee not have a sufficient amount of paid sick time available, the employee may charge accumulated vacation and/or holiday time. Should the employee not have sufficient paid time available to cover either all or part of the time off, up to and including the date the claim is disallowed, then any wages paid to the employee shall be repaid by the employee to the City through payroll deduction.

13.09 In the event an employee becomes or continues to be incapacitated from work by reason of illness or injury after sick time and any other paid time is used up, they may apply for donations of time according to the Sick Time Donation policy.

13.10 Retirement and Death Conversion

A. When an employee retires, resigns or dies from the Division of Fire, either through service or disability, and shall have completed ten (10) years of service in the Division, the employee, or the estate, shall be compensated in cash, based upon the hourly rate for conversion of time to cash at the time of retirement, resignation or death, for one-quarter (1/4) of their unused sick time which they shall have accumulated. However, in no event, shall the accumulated sick time for conversion purposes exceed two thousand four hundred (2400) hours.

13.11 Conversion of Sick Time

A. A. All employees who have accumulated more than one thousand five hundred (1500) hours of sick time may convert, on a three (3) to one (1) basis, all hours accumulated in the calendar year over one thousand five hundred (1500) into a lump sum cash payment in January of each calendar year, not to exceed a maximum of fifty (50) hours in any calendar year. Any conversion made in accordance with this Article will be made at the hourly rate for conversion of leave to cash. Any sick time used during the calendar does not reduce this calculation.

ARTICLE 14 PERFECT ATTENDANCE

14.01 Except for employees hired on or after January 1, 2010, all full-time employees who complete one-quarter (1/4) of a year with perfect attendance from January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; October 1st to December 31st; take no sick leave time for any reason whatsoever, excluding time off as a direct result of an on-the-job injury, lasting no more than four (4) 24-hour shifts (consecutive or intermittent), for each separate and distinct injury, shall be entitled to receive a direct cash payment for fifteen (15) hours in the following calendar quarter, according to their hourly rate for conversion of leave to cash not to include any supplemental pay provided by this Agreement.

14.02 All full-time employees covered under this contract who complete one (1) year (January 1st through December 31st) with one (1) or less days absent for any reason whatsoever (excluding time off as a direct result of an on-the-job injury lasting no more than four (4) 24-hour shifts (consecutive or intermittent) for each separate and distinct injury, shall be entitled to one (1) tour off during the following year. Employees retiring on December 31st who would be entitled to one (1) holiday off the next following year, shall be permitted to convert said holiday to cash at their current hourly rate for conversion of leave to cash in effect on December 31st.

ARTICLE 15 VACATIONS

15.01 Personnel

A. Employees who have completed one (1) or more years of service as of June 1st shall earn vacation time according to the following schedule:

<u>Years of Service</u>	<u>Vacation Tours</u>	<u>Must Take Annually</u>
1 through 6	6	2
7 through 12	9	3
13 through 18	12	4
19+	15	5

B. A vacation tour is defined as one (1) twenty-four (24) hour scheduled tour of duty. Members are considered to be on vacation forty-eight (48) hours prior to and after scheduled vacation and holiday tours, including FLSA days when used in conjunction with vacation and holiday.

C. As shown above, all members must select one-third (1/3) of the vacation time earned during the previous calendar year. Members retiring during the calendar year are exempt from this provision.

D. For purposes of determining years of service, as identified in Paragraph A above, effective January 1, 2003, Paramedics shall receive credit for service as a Paramedic with Lakewood Hospital. Said credit for this service shall be determined on the basis of a 1:5 ratio, that is, for every 1.5 full years of service with Lakewood Hospital, the employee shall have one (1) full year of credit for purpose of determining years of service for vacation accrual.

15.02 Accumulation.

A. All members may accumulate up to, but not exceed, twenty-two (22) vacation tours (528 hours).

B. Accrued vacation time in excess of accumulation permitted in Paragraph A, which is carried over to the next calendar year, shall be forfeited.

15.03 For all employees, in the event an extraordinary emergency or extraordinary circumstances which, upon approval of the Fire Chief, necessitates the abandonment of vacation or holiday leave, that leave shall be taken later that year if time is available. If it is determined by the City that time is not available, then such time may be carried over to the next calendar year and must be taken in that year. Under no circumstances will the exercise of this provision allow for any conversion of accumulated vacation time in excess of the amounts set forth in this Agreement. Accrued time in the vacation account of each employee shall be paid at the rate of one-fifty second (1/52) of their current salary for each week, twenty-four (24) times their hourly earning rate for each hour, and the appropriate percentage of twenty-four (24) times their current hourly rate for each partial hour, up to a maximum of twenty-five (25) vacation tours (600 hours), at the time of the employee's retirement, termination or resignation, or to their estate, in case of the death of the employee.

15.04 Random Selection

A. Following the general selection procedure, as outlined in the current department general orders, all remaining vacation time and individual holiday time will be granted on a first-come, first-served basis if one (1) vacation or holiday selection slot is available.

15.05 Pursuant to Division of Fire rules and regulations governing same:

A. Commencing in November 2014 and continuing each year thereafter, one employee from this bargaining unit shall be permitted to select vacation or holiday time off each day for the next calendar year.

ARTICLE 16 HOLIDAYS

16.01 Employees of the Division of Fire shall be granted eleven (12) holidays to include New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, plus one (1) twenty-four (24) hour off-duty period classified as a personal business day, provided the employee works a full year in which the holidays occur. These holidays shall be granted in the form of six and one half (6.5) twenty-four (24) hour

off-duty periods to compensate employees for holidays actually worked. These twenty-four (24) hour off-duty holidays may be divided, upon request, into two (2) twelve (12) hour half holidays. All holiday off-duty periods shall be selected in accordance with the seniority plan.

16.02 The twenty-four (24) hour personal business day may be selected in one (1) twenty-four (24) hour period.

16.03 Employees may forward a written request no later than December 15th of each calendar year to the Chief for payment of up to one hundred fifty-six (156) holiday hours in lieu of time off. Payment for said hours shall be made the following January and shall be made at their hourly rate for conversion of leave to cash, not to include any supplemental pay provided by this Agreement.

16.04 Employees scheduled to work the actual holiday, excluding the employee's personal business day, shall receive a premium pay of one and one-half (1-1/2) their hourly rate for conversion of leave to cash for all hours worked. Employees who work four (4) or more consecutive hours in an acting capacity pay assignment shall receive premium at the acting rate of pay. Mealtimes shall not be deducted.

16.05 Employees must take or convert holiday time during the year in which it is earned, and holidays shall not be accumulated.

16.06 Employees required to work overtime on New Year's Day, Easter, Thanksgiving and Christmas shall be paid at the rate of two (2) times their hourly rate for conversion of leave to cash.

ARTICLE 17 MEDICAL COVERAGE AND INSURANCE

17.01 The City agrees to provide for full-time employees and their dependents a choice of health care plans, provided the City may change either carriers or delivery systems if the benefits and provider networks are comparable to the present plan. The City shall not offer less than two (2) plans.

17.02 The PPO plan offered by the City shall have an employee monthly contribution rate for single coverage not to exceed 12% of total monthly cost and an employee monthly contribution for family coverage not to exceed 11% of total monthly cost in 2026, and not to exceed 12% of total monthly cost in 2027 and 2028..

The Employer has established an Insurance Committee of one (1) to three (3) representatives from each of the City's bargaining units, if they choose to be represented and a minimum of one (1) representative of the Employer. The Committee shall meet at least once a quarter for the purpose of exploring cost saving measures and/or alternative health plans. The Committee shall make recommendations regarding health care coverage and such recommendations shall be presented to each bargaining unit as well as to the City Administration.

The Insurance Committee is to discuss and recommend changes to the city's health care plans with the goal of decreasing costs for both the city and the employees, as well as to review and recommend wellness programs which have the expectation of saving the city insurance dollars. Each bargaining unit shall be entitled to cast one vote, no matter the number of employees representing the bargaining unit on the committee. The employer shall be entitled to cast one vote, no matter the number of representatives of management or non-union employees serving on the committee.

If the committee approves such proposed new or revised plan or plans by unanimous vote, then the city is authorized to implement such plan or plans at the next annual open enrollment period.

17.03 Life Insurance

The City shall provide a policy of life insurance in the amount of \$25,000.00 to every employee of the Division of Fire who shall have the right to convert said policy at the rates established by the insurance carrier upon the employee's termination. The insurance shall be written by a recognized insurance carrier and all premium costs shall be borne by the City.

17.04 Liability Insurance

Subject to the limits of the policy, whenever an employee is on duty, insurance coverage shall be provided when said employee of the Division of Fire is operating any city owned vehicle in the performance of assigned duties to protect the employee fully against any and all claims arising out of the authorized operation of said city vehicle. This insurance must cover all claims for property damage and personal injury, and shall be the sole responsibility of the City to provide and maintain. Additionally, the City will provide full legal defense to any employee in any legal action arising out of the authorized operation of said city vehicle.

17.05 Accidental Death and Dismemberment Policy

The City shall provide an Accidental Death and Dismemberment (AD&D) Insurance Policy for all bargaining unit employees in the minimum amount of \$125,000.00.

ARTICLE 18 DISCRIMINATION

18.01 Both the City and the LPA recognize their respective responsibilities under the Federal and State Civil Rights Law, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both the City and the LPA hereby affirm their commitments, legal and moral, not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex, age, disability, gender identity/expression, genetic information, military status, veteran status, sexual orientation, union membership or activity, or ancestry. The LPA shall share equally, with the City, the responsibility for applying this provision of the Agreement.

ARTICLE 19 DISCIPLINE

19.01 In all cases where written and formal charges have been placed against employees which could result in reprimand, loss of off-duty time, suspension, fine or punishment of any kind, the employee shall receive from the Chief of Fire copies of the exact charges filed. In the case of company discipline, an employee may request their immediate supervisor to furnish written and formal charges. To the extent practical, a hearing shall be held no less than seven (7) days and not later than fourteen (14) days after the issuance of the charge.

19.02 At the request of the employee, the Association may provide appropriate defense for the employee during any hearing of said charges.

19.03 An employee against whom disciplinary charges have been placed shall, at their option, be allowed to call witnesses to testify at the hearing. The Chief of Fire will give their testimony full consideration when arriving at the findings.

19.04 The Chief of Fire shall issue a decision on the findings within five (5) days of the hearing and will supply copies of the decision to the employee against whom the charges were placed and to the Association.

19.05 All findings resulting from disciplinary charges shall be appealable under the grievance procedure (Article 20), beginning with Step III of said procedures.

19.06 The time limits set forth in this Article may be modified by mutual, written agreement of the City and the Association.

ARTICLE 20 GRIEVANCE PROCEDURE

20.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

Actions by the City or the Association which tend to impair or weaken the grievance procedure are improper.

20.02 A grievance is a dispute or difference between the City and the Association, or between the City and an employee, concerning the interpretation, and/or application of, and/or compliance with any provision of the Agreement, including all disciplinary actions; and when any such grievances arise, the following procedure shall be observed.

Step I. An employee who has a grievance shall reduce it to writing, sign and submit it to the Chief of Fire. Within seven (7) days of receiving the grievance, the Chief of Fire shall meet with the grievant and Association representatives in an attempt to adjust the grievance. Within seven (7) days after the Step I meeting, the Chief of Fire will supply a written answer to the grievant and to the Association.

Step II. If the employee's grievance is not satisfactorily settled at Step I, the Association may appeal the grievance to the Mayor within seven (7) days after the receipt of the Step I answer. After receipt of the appeal, the Mayor, or a designated representative, and Association representatives shall meet to consider the grievance at a time mutually convenient to all parties, but in no event shall such a meeting commence later than fourteen (14) days after the appeal of the Step I response. The grievant or grievants may or may not be present at this meeting. Within seven (7) days of the Step II meeting, the Mayor, or a designated representative, shall furnish the Association a decision in writing.

Step III. If the grievance is not satisfactorily settled at Step II, the Association may, within thirty (30) calendar days after receipt of the Step II answer, submit the matter to arbitration. The Association shall notify the American Arbitration Association and the City simultaneously of its intent to appeal the grievance to arbitration. Upon written notice of the Association's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of seven (7) arbitrators to each party, and the arbitrators will be chosen in accordance with the Association's then applicable rules and regulations. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearing shall be held in the City of Lakewood, on City property.

20.03 The Association may select up to two (2) employees to attend the hearing (including officers and witnesses) who shall not lose any regular straight time pay for the time off the job while attending any arbitration proceeding.

20.04 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances and, in reaching a decision, the arbitrator shall have no authority to add to or subtract from or modify, in any way, the provisions of this Agreement.

20.05 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the City and the Association, and/or between the City and employee(s).

All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Association and the City shall be final, conclusive and binding on the City, the Association and the members. A grievance may be withdrawn by the Association at any time during Step I, II, or III of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievance.

20.06 Time limits set forth in a grievance procedure shall, unless extended by mutual written agreement of the City and the Association, be binding on both parties. In the event the Union fails to file initially or appeal a grievance to the next step within the time limits provided, such grievance shall be deemed null and void. In the event the City fails to answer the grievance within the time limits provided, the grievance shall automatically be moved to the next step. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays or holidays. It is understood that there shall be written acknowledgement noting the time and date the Association and the City have received the grievance in each respective step during the grievance procedure. All withdrawals of grievances by the Association shall be in writing with a copy being sent to the Chief, Division of Fire, and the Director of Human Resources.

ARTICLE 21 MANAGEMENT RIGHTS

21.01 Except as specified otherwise in this Agreement, the City has the right and responsibility to: Determine matters of inherent managerial rights, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the City, standards or services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of the City's operations, including the right to reorganize, discontinue, or enlarge any work; manage the operations and determine the overall methods, process, means or personnel by which the City's operations are to be conducted; suspend, discipline, or discharge for just cause, or layoff, transfer (including the assignment and allocation of work) within the division; assign, schedule, promote or retain employees; determine the adequacy of and direct the work force; determine the overall mission of the City as a unit of government; effectively manage and direct the work force and actions to carry out the mission of the City as a governmental unit; control the premises and facilities and determine the number and location of facilities; promulgate and enforce reasonable employment rules and regulations; introduce new and/or improved equipment, methods and/or facilities; determine the size, duties and work methods of the work force; determine the number of shifts required to work schedules; establish, modify, consolidate or abolish jobs (or classifications); determine the manner in which the work is to be processed; and determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

21.02 The City, at its discretion, may assign work that may normally be performed by firefighters to bargaining unit employees, provided the employee has been trained and is capable of performing the assignment.

21.03 The foregoing are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 22 NO STRIKE/NO LOCKOUT

22.01 The Association shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist, in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted "sick" leave, work stoppage, unlawful picketing, or interference of any kind at any operation or operations of the City.

22.02 Any employee(s) who violates Section I of this Article shall be subject to discharge or other disciplinary action at the complete discretion of the City, subject to appeal to the Civil Service Commission and the courts of law or the grievance procedure.

22.03 The City shall not lock out any employee for the duration of this Agreement.

ARTICLE 23 UNION RIGHTS

23.01 The City agrees that during working hours, on City owned premises, and without loss of time or compensation, Association officers, or their designated representatives, shall be permitted to:

A. Post Association notices.

B. Transmit communications, authorized by the Association or its officers, to the City or its representatives in the Division of Fire.

23.02 Meetings held for the purposes of negotiating agreements, or for the processing of grievances, will be scheduled at a time mutually convenient to all parties. Association officers, or their designated representatives, shall be permitted to attend these meetings and will not suffer any loss of time or compensation if these meetings occur during working hours. Association officers required to attend other official hearings or meetings by the City, on City premises, will not suffer any loss of time or compensation if the hearing or meeting occurs during working hours.

23.03 The Association may conduct Union meetings on a quarterly basis, on City property, provided the meetings shall be scheduled and conducted so as not to interfere with the effective operation of the division.

23.04 A Labor/Management Committee consisting of the Mayor, or a designated representative, and the Chief of Fire, or a designated representative, and the President of the Association, plus one (1) member of each shift, shall be established, and this committee shall meet every three (3) months for the purpose of discussing and attempting to resolve any work related problems.

ARTICLE 24 PROTECTION OF PERSONAL PROPERTY

24.01 Each employee shall be assigned their own personal lockers. These lockers shall be the sole personal responsibility, and no other person shall be permitted access to such lockers, except upon written authority of the employee to whom the locker is assigned. The Chief of Fire shall have the right to order an employee to open their locker for inspection in the Chief's presence.

An employee required to perform their duties in stations other than their regularly assigned station will be provided with lockers for the protection of their personal property.

ARTICLE 25 SEVERABILITY

25.01 If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any final court action or by reason of any existing, amended or subsequently enacted legislation, the remaining parts or portion of the Agreement shall remain in full force and effect, and shall be otherwise affected by any of the above-named actions.

ARTICLE 26 PREVAILING RIGHTS

26.01 All rights and working conditions enjoyed by the employees at the present time, such as firehouse supplies (soap, toilet paper, light bulbs, etc.), firehouse tools (lawn mowers, tools for minor repairs), firehouse linens, firehouse utilities (heat, light, water) and other similar benefits of the job, which are not included in this Agreement, shall remain in full force.

26.02 For the term of this Agreement, the City shall not diminish the benefits enumerated above.

26.03 An employee of the Division of Fire shall have the opportunity to examine their own individual personnel file once every six (6) months. In order for an employee to have access to their personnel file, the employee must give the Human Resources Director one (1) day notice of their request, and the actual examination must be in the presence of the Human Resources Director, or designee, Monday through Friday, during normal working hours.

26.04 Meal Hours

A. Employees of the Division who are on duty New Year's Day, Easter Sunday, Thanksgiving Day and Christmas Day shall be guaranteed two (2) hours off for meal hours. This meal bonus shall be eliminated effective January 1, 2011 per the conditions outlined in Section IS.OS-B.

26.05 Trading Time

A. An employee may trade time if the change does not interfere with the operation of the Division of Fire. Trading of four (4) hours or less must have the approval of the employee's immediate supervisor. All other trades must have the approval of the Assistant Chief. All trades are limited to employees within the bargaining unit.

ARTICLE 27 AGREEMENT SUPERSEDES

27.01 Any City ordinance, Division of Fire rules, regulations, general and special orders, Civil Service regulations and verbal orders that directly conflict with express terms of this Agreement shall be superseded by this Agreement.

ARTICLE 28 OBLIGATION TO NEGOTIATE

28.01 The City and the Association acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

28.02 Therefore, for the life of this Agreement, the City and the Association each voluntarily and unqualifiedly waive the rights, 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.

ARTICLE 29 SAFETY COMMITTEE

29.01 There shall be one joint Safety Committee in the City of Lakewood, Division of Fire, composed of two (2) members selected by Local 382, and one (1) member selected by LPA and two (2) members selected by the Fire Chief. At least one member of the Safety Committee shall be an officer. Minutes of meetings shall be maintained by the Committee and forwarded to the Fire Chief

29.02 The Safety Committee shall meet quarterly, or more or less often by mutual consent, and such meetings shall be scheduled at the time established by the Chief of the Division of Fire, or designee, who shall preside at all meetings.

29.03 The purpose of these meetings will be to discuss problems and objectives of mutual concern, concerning safety and health conditions of the Division of Fire.

ARTICLE 30 UNION LEAVES

30.01 The president, or designee, shall be permitted to attend at least one (1) conference per year without loss of compensation.

ARTICLE 31 NOTIFICATION CONCERNING OTHER EMPLOYERS

31.01 All employees shall provide the Fire Chief with the names, addresses and telephone numbers of all off-duty employers.

ARTICLE 32 DURATION OF AGREEMENT

32.01 This Agreement shall be effective as of the date of ratification January 1, 2026 and shall remain in full force and effect until the 31st day of December 20285. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, on or before September 15th, before the anniversary date, that it desires to terminate, modify or amend the Agreement, and negotiations shall then commence no later than October 15th.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the ____ day of _____, 2025.

LAKESWOOD PARAMEDIC ASSOCIATION

CITY OF LAKESWOOD

Scott Russell, President

Meghan F. George, Mayor

Claudia M. Dillinger, Director of Human

Resources

APPROVED AS TO LEGAL
CORRECTNESS AND FORM

Jennifer Swallow, Asst. Law Director

APPENDIX A

2026						
3% increase						
CLASSIFICA- TION	Average An- nual Salary	Regular Hourly Rate	Regular Annual Rate	Sched- uled Over- time Hourly Rate	Scheduled OT Annual Rate	Non- Sched- uled Overtime Hourly Rate
Paramedic Supervi- sor	\$101,103.71	\$40.51	\$84,253.09	\$60.76	\$25,275.93	\$72.91
2027						
3% increase						
Paramedic Supervi- sor	\$104,136.82	\$41.72	\$86,780.69	\$62.58	\$26,034.21	\$75.10
2028						
4% increase						
Paramedic Supervi- sor	\$108,302.30	\$43.39	\$90,251.91	\$65.09	\$27,075.57	\$78.10

APPENDIX C

MEMORANDUM OF UNDERSTANDING:

LABOR/MANAGEMENT CONFERENCE RESOLUTION

As a result of the various fact-finding determination and related issue resolution in the recently concluded contract negotiations between the City of Lakewood and the two unions that represent employees in the Division of Fire, questions arose concerning the definite character of the prohibition against “trading time” between members of the two different collective bargaining units, members of International Association of Firefighters and members of the Lakewood Paramedics Association.

The City of Lakewood has proposed this memorandum of understanding to clarify its understanding of the issues:

- 1) “Trading time” between members of the two different units, i.e. between Firefighter member and Paramedic member, or vice-versa, is prohibited;
- 2) “Professional courtesy” time concerns staying over or coming early to accommodate service to the public and to alleviate problems at shift change, and it is not considered by the City of Lakewood or its employee Unions to be “trading time.”
- 3) Professional courtesy is not presumed to extend longer than ninety (90) minutes, since most shift change situations and accommodations for difficulties can be accomplished in less than ninety (90) minutes;
- 4) Professional courtesy, as defined as defined in subparagraph 2) above, is expressly to be allowed between members of the two different collective bargaining units, ie. A Firefighter member may extend or receive “professional courtesy” to or from a Paramedic unit member, and vice versa.
- 5) It remains the obligation of every employee of the Division of Fire, for the good order of the force, to take reasonable steps to assist in maintaining adequate staff manning, and to prevent the foregoing authorized “professional courtesy” from lapsing into prohibited “trading time” between members of the different units. Full communication to supervising officers is an essential element of that obligation.

The City of Lakewood and its undersigned authorized union representatives remain committed to resolving amicably issues of this character in all ways possible and reasonable for the good order of the force and the continued high quality service to the citizens of the City of Lakewood.

APPROVED:

Signed by Lawrence Mroz, Chief; David Dargay, IAFF President; Herbert Tippie, LPA President

4-12-06

APPENDIX D

LETTER OF UNDERSTANDING The City, and the Lakewood Paramedic Association, agree to the following change to the MOU on staffing levels.

Changes in staffing that occur after the start of shift will not require realignment of staffing.

Staffing Distribution
Number of Personnel

TRUCK 1	4	5	4	5	4	5	4
MEDIC 4	2	0	0	2	2	0	0
CAR 2	2	2	2	2	2	2	2
MEDIC 1	2	2	2	2	2	2	2
SQUAD 1	4	4	4	0	0	0	0
ENG 2	4	4	4	4	4	4	4
MEDIC 2	2	2	2	2	2	2	2
ENG 3	4	4	4	4	4	4	4
MEDIC 3	2	2	2	2	2	2	2
TOTAL	26	25	24	23	22	21	20

LAKWOOD PARAMEDIC ASSOCIATION

CITY OF LAKEWOOD

Scott Russell
President

Timothy Dunphy
Fire Chief

Jennifer Swallow
Assistant Law Director

DATE: _____

APPENDIX E

Me Too Clause

The City and LPA agree that should any other bargaining unit receive a total percentage increase to base wages only that is greater than ten (10) percent over the duration of the contract through fact finding or arbitration, Local 382 shall automatically receive the additional increase.