

K # 29246

POLICE OF MED-11-1401
0533-04

CITY OF WESTLAKE, OHIO
ORDINANCE NO. 2011-71

STATE EMPLOYMENT
RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2013 JAN 14 2:45
AN ORDINANCE AMENDING EXHIBIT "A" OF
ORDINANCE NO. 2011-45 AS TO A COLLECTIVE
BARGAINING AGREEMENT WITH THE OHIO
PATROLMEN'S BENEVOLENT ASSOCIATION,
AND DECLARING AN EMERGENCY.

WHEREAS, this Council by and through Ordinance No. 2011-45, authorized the Mayor to enter into a Collective Bargaining Agreement with the Ohio Patrolmen's Benevolent Association (Patrolmen); and

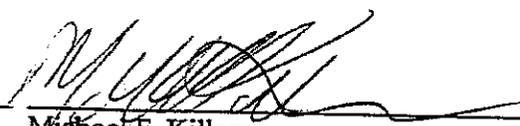
WHEREAS, it is necessary to amend Exhibit "A" of said Ordinance as to a change in Article 37 of said Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTLAKE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

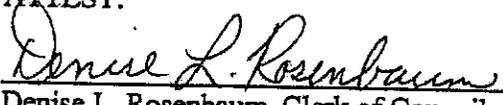
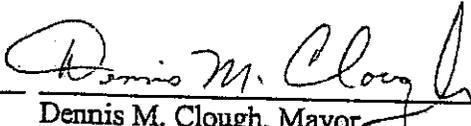
Section 1: That Exhibit "A" of Ordinance No. 2011-45 be and the same is hereby amended as set forth in the attachment hereto incorporated herein as if fully re-written.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 10, Article XI of the Charter of the City of Westlake.

Section 3: That this legislation is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary to provide for the continuity of services within the Police Department of the City of Westlake, and further provided it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approved by the Mayor.

Passed: 5/5/11 
Michael F. Killeen
President of Council

Presented to Mayor: 5/6/11 Approved: 5/6/11

ATTEST:

Denise L. Rosenbaum, Clerk of Council

Dennis M. Clough, Mayor

I, Denise L. Rosenbaum, Clerk of Council of the City of Westlake do hereby certify that Ordinance/Resolution no. 2011-71 adopted 5/5/11 was duly posted on 5/6/11 and remained posted for a period of 15 days thereafter in not less than 2 of the most public places in the City as determined by the Charter of said City.



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FINAL

AN AGREEMENT

BETWEEN

THE CITY OF WESTLAKE

AND

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(SERGEANTS, LIEUTENANTS AND CAPTAINS)**

**EFFECTIVE: March 1, 2010
EXPIRES: February 28, 2013**

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ARTICLE I

AGREEMENT

1.01 This Agreement is made between the City of Westlake, Ohio ("Employer") and the Ohio Patrolmen's Benevolent Association ("OPBA").

1.02 The purpose of this Agreement is to provide a fair and reasonable 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 differences between the parties.

ARTICLE II

RECOGNITION

2.01 The administration recognizes the OPBA as the sole and exclusive bargaining representative for all regular full-time Sergeants, Lieutenants and Captains on the Westlake Police Department. for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and conditions of employment.

ARTICLE III

NON-DISCRIMINATION

3.01 Both the Employer and the OPBA recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practices Act, and other similar constitutional and Statutory requirements. Therefore, both the Employer and the OPBA hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, disability, sex or age. Furthermore, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, sex, color, creed, national origin or political affiliation. The OPBA shall share equally with the Employer the responsibility for applying this provision of the Agreement.

3.02 The Employer agrees not to interfere with the rights of employees to become members of the OPBA, and there shall be no discrimination, interference, restraint or coercion by any Employer representative against any employees because of OPBA membership or lack of OPBA membership.

3.03 The OPBA recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit, members and non-members, without discrimination, interference, restraint or coercion.

3.04 The male pronoun or adjective used herein refers to the female also, unless otherwise indicated.

ARTICLE IV

CHECKOFF

4.01 The Employer shall deduct on a monthly basis, dues, from the pay of employees covered by this Agreement upon receipt from the OPBA of individual written authorization cards

voluntarily executed by an employee for that purpose and bearing his signature, provided that an employee shall have the right to revoke such authorization.

4.02 The Employer agrees to deduct on a money basis, fees ("fair share"), from the pay of those employees covered by this Agreement not belonging to the OPBA. The fair share fee shall not exceed the dues paid by the members of the OPBA.

4.03 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 the OPBA dues, the Employer shall make the deduction from the pay earned during the next period or subsequent period.

4.04 All deductions under this Article, accompanied by a list of all employees for whom deductions have been made, shall be transmitted to the OPBA no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made.

4.05 The OPBA agrees to hold the Employer harmless from any and all liabilities and damages which may arise from the performance of its obligations under this Article.

ARTICLE V

MANAGEMENT RIGHTS

5.01 Except as specifically limited herein, the Employer shall have the right to set the authorized strength of the Police Department. The Chief of Police shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Chief of Police exclusive management rights include, but are not limited to, except by City Ordinance and Civil Service rules and regulations to the contrary, the sole right to hire, discipline and discharge for just cause, layoff and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge any operation or division within the Police Department; to transfer (including the assignment and allocation or work operations-divisions) within or to other operations-divisions; to determine work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number shifts required, and all work schedules; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and by Ordinance of the City of Westlake and Civil Service rules and regulations. The powers, functions, responsibilities and authority of the Employer, except those expressly abridged, deleted, delegated, granted or modified by this Agreement shall remain vested with the Employer.

ARTICLE VI

OVERTIME

6.01 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 at the rate of one and one-half (1 ½) times the number of hours worked at the employee's regular rate of pay. Overtime, for

the purpose of this Article, means all hours worked by the member in excess of the scheduled eight (8) or ten (10) hour work day or the established work week.

6.02 No member of the Police Department shall accumulate a total of more than eighty (80) overtime hours without the permission of the Chief of Police.

6.03 Payment for accumulated overtime shall be as follows: each member of the Police Department who has fewer than eighty (80) hours accumulated overtime has the option, in accordance with the other provisions hereof, of accumulating all or part of the overtime hours, but not in excess of eighty (80) hours of overtime, or requesting payment at the regular rate of pay per hour, of all or part of the overtime hours. Each member of the Police Department having more than eighty (80) hours of accumulated overtime shall be paid for his overtime earned in excess of eighty (80) hours at his regular rate of pay per hour. All accumulated overtime shall be paid off at the employee's regular rate of pay with the last pay in December of each calendar year. Any overtime accumulated after the last pay in December shall be carried over to the next year.

ARTICLE VII

SENIORITY

7.01 For the purpose of calculating length of service, the date of an employee's service shall commence from his latest date of hire in the Westlake Police Department.

ARTICLE VIII

LAYOFF AND RECALL

8.01 Employees may be laid off as a result of lack of work, lack of funds, position abolishment or efficiency of service. In the event of a layoff, the Employer shall notify the affected employee thirty (30) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss with representatives of the OPBA the impact of the layoff on the bargaining unit member. Any layoff in the bargaining unit shall be in accordance with departmental seniority, i.e., the most recent employee hired is the first employee laid off within the effected job classification.

8.02 Any employee laid off from a bargaining unit position may, at his option, displace a less senior employee in the same classification or a less senior employee in a lower ranked classification. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

8.03 Employees who are laid off shall be placed in a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff: provided they are presently qualified to perform the work in the work section to which they are recalled, Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months of recall, Any training required in this section shall be at the Employer's expense.

8.04 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last mailing address provided by the employee.

8.05 The recalled employee shall have ten (10) calendar days following the date of the recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE IX

PERSONNEL FILES

9.01 All employees shall have access to their records including training, attendance, and payroll records, as well as those records maintained as personnel file records.

9.02 Every employee shall be permitted to review the contents of his personnel file at all reasonable times upon written request and be provided with copies of requested documents at no cost. A supervisor shall be present during such review. Any employee involved in a grievance or disciplinary matter shall have access to personnel files at reasonable times in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the employee.

9.03 All entries of a disciplinary or adverse nature shall be maintained in the employee's personnel file. The affected employee shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any employee's personnel file, except that such complaints may be kept by the Employer in other files.

9.04 Records of written warnings and reprimands shall cease to have force and effect one (1) year from the date of issuance and records of suspensions shall cease to have force and effect two (2) years from the date of issuance and shall be removed from the personnel file, provided no subsequent discipline has occurred. If such discipline has occurred, such records of suspension shall remain in the file until two (2) discipline-free years have elapsed from the date of any subsequent discipline.

9.05 Unless otherwise required by law, employee personnel files shall not contain photographs of individual members of the Bargaining Unit. Photographs of members of the Department shall not be placed in the Police Station where they can be viewed by the public.

ARTICLE X

LABOR MANAGEMENT AND SAFETY COMMITTEE

10.01 The Labor Management and Safety Committee shall consist of the Mayor and the Chief of Police and two (2) members of the bargaining unit. It is mutually agreed that his committee may meet on a quarterly basis or as mutually agreed, after a written request from each party. This committee will assemble for the purpose of:

1. The dissemination of general information of interest to the parties.

2. To give the Union the opportunity to share the views of their members and/or suggestions on the subject of interest to their members.
3. To discuss ways to improve efficiency within the Department.
4. To promote harmonious relations between the Employer and the Union in the best interest of the community.
5. To discuss safety and health issues of the Department.

10.02 Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry.

10.03 All employees are responsible to report, in writing, all unsafe conditions relating to police operations to the Chief of Police. If the unsafe condition remains uncorrected after ten (10) calendar days, it may be forwarded by the employee to the Mayor for his consideration.

10.04 No employee shall be subjected to any disciplinary action for the reasonable reporting of unsafe conditions.

ARTICLE XI

NO STRIKE/NO LOCKOUT

11.01 The OPBA shall not, directly or indirectly, call, sanction, encourage, finance 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 or interference of any kind at any operations of the Employer. Furthermore, no employee shall instigate or participate in any change in law enforcement procedures not directly authorized by the Chief of Police, and all lawful orders of superior officers shall be followed and complied with.

11.02 Violations of Section 1 of this Article shall, at the discretion of the Employer, be proper cause for discharge or other disciplinary actions by the Employer, subject to the rules and regulations of the Westlake Civil Service Commission and the Westlake City Charter.

11.03 The OPBA shall, at all times, cooperate with the Employer 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 OPBA shall immediately notify all employees that the strike, slowdown, work stoppage or other interference at any operations of the Employer is prohibited and is not in any way sanctioned or approved by the OPBA. Furthermore, the OPBA shall immediately advise all employees to return to work at once.

11.04 The Employer shall not lock out any employee.

ARTICLE XII

WORK WEEK/SCHEDULED HOURS

12.01 For the purpose of this Agreement, a work day shall consist of eight (8) or ten (10) regularly scheduled consecutive hours during a twenty-four (24) hour period of time. A twenty-four (24) hour period of time commences at the beginning of a regularly scheduled shift. Furthermore, the regular work week for full-time Police Officers shall consist of forty (40) regular scheduled hours.

12.02 Compensation for regularly scheduled eight (8) or ten (10) hour work days shall be at straight time at the current rate of pay.

12.03 This Article shall not apply to change over shifts.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.01 These procedures are intended to provide a system for a fair, expeditious and orderly adjustment of grievances of employees of the Police Department. Procedures are to be liberally construed to avoid dismissal of a grievance on technical grounds and a reasonable effort shall be made to resolve a grievance as quickly as possible, considering the grievance and authority of the management representative.

- A. Scope - The following matters shall constitute a grievance within the system:
 - 1. The interpretation or application of this Agreement.
 - 2. The substance of laws, other contracts, policies, rules, regulations or procedures and disciplinary charges, investigations and punishment are not grievable within this system, except as specifically stated.

- B. Representation, Class - A grievance may be brought by one or more aggrieved employee(s) who may be represented by a representative of the OPBA. A grievance that affects all employees, or all employees of one rank or grade, which concerns interpretation and/or application of the term of this Agreement, shall list names of the grieved parties, and shall be initially submitted to the Chief of Police.

- C. Time Limitations:
 - 1. To be considered valid, a grievance shall be initiated within seven (7) calendar days of the employee's knowledge of cause. Failure of the supervisor to act within the time limits specified; shall be cause for the employee to submit the grievance to the next higher step. Failure of the employee to act within the time limits specified shall be cause to consider the grievance void. Time limits, except for originating a grievance, may be mutually waived, in writing, by the employee, the supervisor and Chief of Police.

2. A grievance may be referred to the superior next highest in the chain of command, should an immediate superior be predictably absent from duty for five (5) consecutive days.
3. At each step in the grievance procedure up to the Mayor, the grievant shall have three (3) working days to appeal the grievance to the next step and the supervisor shall have three (3) working days to respond in writing.

D. Procedural Steps

1. An aggrieved employee shall discuss the matter with his immediate supervisor who shall make an oral, official immediate response.
2. If the grievance is not resolved at Step 1, the employee shall submit a written grievance to his immediate supervisor.
3. If the grievance is unresolved at Step 2, all relevant information, including the written grievance, and response, shall be submitted to the supervisors within the employee's chain of command.
4. If the grievance is unresolved at this point, all relevant information, including the written grievance, with response, shall be submitted to the Chief of Police, who shall respond in writing within three (3) working days.
5. If the grievance is not resolved with the Chief of Police, the employee may, within five (5) working days of receiving the response, appeal the grievance to the Mayor submitting all relevant information. The Mayor shall reply, in writing, within ten (10) working days thereafter. If the grievance remains unresolved, it may be appealed to arbitration pursuant to the Arbitration Procedure herein contained.

E. Content Written Grievance and Response

1. Written grievances shall contain:
 - a. Nature of the grievance as defined in Article XIII, Section 13.01 a.
 - b. Facts upon which the grievance was filed.
 - c. Remedy desired.
 - d. Signature of the employee.

2. Written response to a grievance shall contain:
 - a. A decision.
 - b. Facts upon which the decision is made.
 - c. Appropriate remedial action taken or recommended, if any.
 - d. Signature of supervisor.
3. A written unresolved grievance, forwarded beyond Step 2, may contain additional relevant information, which supports the original grievance.

F. Management Definitions and Responsibilities Rights

1. Reference to management representative shall include persons in acting capacities.
2. Immediate supervisor shall include an employee's shift commander, unit commander or division commander.
3. Superior officers shall act on grievances, which are within their realm of responsibility, making responses according to Section C.
4. A copy of written grievance and response which resolves same at Step 2 or Step 3 shall be forwarded to the Chief of Police.

ARTICLE XIV

ARBITRATION PROCEDURE

14.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) calendar days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this thirty (30) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question.

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

14.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by the mutual written agreement of the parties.

14.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

14.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

14.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

14.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on the panel shall be: 1) Robert Stein; 2) Robert Lustig; 3) Nels Nelson; 4) James Mancini; and 5) Ron Talarico.

14.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XV

WAGES

15.01 Effective March 1, 2010, all employees shall be paid bi-weekly every other Friday, according to the following schedule:

CAPTAIN	\$92,354.00
LIEUTENANT	\$83,958.00
SERGEANT	\$74,963.00

15.02 Effective March 1, 2011, all employees shall be paid hi-weekly every other Friday, according to the following schedule:

CAPTAIN	\$95,125.00
LIEUTENANT	\$86,477.00
SERGEANT	\$77,212.00

15.03 Effective March 1, 2012, all employees shall be paid bi-weekly every other Friday, according to the following schedule:

CAPTAIN	\$97,978.00
LIEUTENANT	\$89,071.00
SERGEANT	\$79,528.00

ARTICLE XVI

SHIFT DIFFERENTIAL

16.01 All employees of the Police Department who are assigned to start their tour of duty at 1500 hours (3:00 p.m.) or later, shall be compensated an additional thirty-five (35¢) cents per hour for every hour worked. Payment shall be made bi-weekly every other Friday. The starting times between 0700 to 1500 and the working hours of 0700 to 1500 are excluded from shift differential pay with the exception of those officers whose shift encompasses five (5) or more hours of shift differential time.

ARTICLE XVII

TEMPORARY ASSIGNMENTS

17.01 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 eight (8) hours, shall receive the current base rate of pay for that higher rate or position, beginning on the ninth (9th) hour, for as long as he is in that position, subject to Civil Service rules and regulations, however, this Section does not apply to provisional appointments.

ARTICLE XVIII

LONGEVITY

18.01 Each employee upon the completion of five (5) years of continuous service with the Employer on a full-time basis, shall be paid the amount of one hundred (\$100.00) dollars per year. The payment will be made in one lump sum on the pay date closest to December 1st. The amount of longevity shall be paid in accordance with the following schedule:

5 years	\$500.00	15 years	\$1,500.00
6 years	\$600.00	16 years	\$1,600.00
7 years	\$700.00	17 years	\$1,700.00
8 years	\$800.00	18 years	\$1,800.00
9 years	\$900.00	19 years	\$1,900.00
10 years	\$1,000.00	20 years	\$2,000.00
11 years	\$1,100.00	21 years	\$2,100.00
12 years	\$1,200.00	22 years	\$2,200.00
13 years	\$1,300.00	23 years	\$2,300.00
14 years	\$1,400.00	24 years	\$2,400.00
		25 years	\$2,500.00

18.02 Any employee who is receiving a longevity payment that is greater than the above schedule shall continue to receive such monetary amount until such time the employee would earn a greater amount under this schedule.

18.03 Longevity shall be prorated for employees who retire, resign or are terminated prior to the December 1 payment date.

ARTICLE XIX

HOLIDAYS

19.01 All full-time employees of the Police Department shall be entitled to the following time off with pay yearly for the length of this Agreement, or in lieu of those days, shall be entitled to an alternate day off: New Year's Day; ~~Martin Luther King's Birthday~~; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day (effective 2011); Thanksgiving Day; Christmas Day; and, twenty-eight (28) hours of personal time. The personal time will be available for use on January 1 of each calendar year and may be used in hourly increments throughout the year. Any unused personal hours except those hours previously scheduled to be used after the last pay in December, but before January 1 will be paid with the last pay of December of the calendar year at the employee's regular rate of pay at the time of payment, except that up to eight (8) hours of unused personal hours may be cashed out at time and one half. The scheduling of these days and hours off shall be approved by the Chief of Police or his designated representative.

19.02 Any employee whose regularly scheduled shift starts on New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day and/or Labor Day, shall receive compensation at time and one-half (1 1/2) his current regular rate of pay for these hours worked during that shift.

19.03 Employees who have been paid for a holiday prior to the time that the actual holiday occurs and then leave employment with the employer prior to the holiday occurring must repay the employer for the pay taken. .

ARTICLE XX

VACATIONS

20.01 Upon completion of the first year of employment, all full-time employees of the Police Department shall be entitled to use accrued vacation with pay yearly, as follows:

<u>Length of Service</u>	<u>Vacation</u>
1 year	ten (10) days
beginning of 6 th year	fifteen (15) days
beginning of 11 th year	twenty (20) days
beginning of 16 th year	twenty-two (22) days
beginning of 18 th year	twenty-five (25) days
beginning of 26 th year	thirty (30) days

20.02 The Director of Finance is hereby authorized to account for the hourly accumulation of earned vacation time on the bi-weekly payroll check of every Bargaining Unit. Earned vacation time on an hourly basis shall be accumulated and taken by Bargaining Unit on the following basis:

1. Forty Hour Employees.
 - A. 3.08 hours per two (2) week pay period for each pay of continuous service up to and including the sixtieth (60th) month.

- B. 4.62 hours per two (2) week pay period for each pay of continuous service after the sixtieth (60th) month and up to and including the one hundred twentieth (120th) month.
- C. 6.16 hours per two (2) week pay period for each pay of continuous service after the one hundred twentieth (120th) month and up to and including the one hundred eightieth (180th) month.
- D. 6.77 hours per two (2) week pay period for each pay of continuous service after the one hundred eightieth (180th) month and up to and including the two hundred fourth (204th) month.
- E. 7.70 hours per two (2) week pay period for each pay of continuous service after the two hundred fourth (204th) month up to and including the three hundredth (300th) month.
- F. 9.23 hours per two (2) week pay period for each pay of continuous service after the three hundredth (300th) month.

20.03 Employees may not accumulate more in vacation time than they could earn in two (2) years of continuous employment. Any vacation time in excess of such limit shall be forfeited if not used by the employee, but an employee may petition the Mayor to receive a two (2) month extension to use excess accumulated vacation time they otherwise would have forfeited due to the limitation. This request may only be made once yearly.

ARTICLE XXI HEALTH BENEFITS AND SPENDING PLAN

21.01 Effective January 1, 2011, employees shall receive medical, hospitalization, dental and eye care and prescription coverage as follows:

- (a) Employee co-pay participation

<u>Tier</u>	<u>80/20 Limit</u>	<u>80/20 Max. Out of Pocket</u>
Single	\$5,000.00	\$1,000.00
Employee + Spouse	\$10,000.00	\$2,000.00
Employee +1	\$10,000.00	\$2,000.00
Family	\$15,000.00	\$3,000.00

- (b) Annual deductibles of: single – two hundred (\$200.00) dollars; employee + spouse – three hundred fifty (\$350.00) dollars; employee + dependent – three hundred fifty (\$350.00) dollars; and, family – five hundred (\$500.00) dollars.
- (c) Non-emergency use of emergency room seventy-five (\$75.00) dollars per visit

- (d) Office visit – fifteen (\$15.00) dollars per visit not included in calculation of deductible or out of pocket.

21.02 Prescription co-pays shall be zero (\$0.00) dollars for generic (Level 1) only applicable to generics available from all discounted generic providers (\$4.00 to be reimbursed by the City), fifteen (\$15.00) dollars for generic (Level 2) drugs and thirty (\$30.00) dollars for formulary/preferred drugs and 30%/\$100.00 cap for non-formulary drugs, with the employee continuing to pay the difference when a name brand is selected over an available generic or formulary. The eye care plan shall be as follows: fifty (\$50.00) dollars maximum every two (2) years for an eye examination and one hundred fifty (\$150.00) dollars maximum every two (2) years for qualified prescription eyewear. The annual maximum payment for qualified dental benefits is fifteen hundred (\$1,500.00) dollars per covered person.

21.03 Effective January 1, 2011, the premium sharing shall be ten (10%) percent of the total cost per employee per coverage type per month, subject to the following maximums:

January 1, 2011 - \$70.00 per month
January 1, 2012 - \$100.00 per month

21.04 The Employer reserves the right to self-insure or to change insurance carriers at its discretion, providing the benefits under the plan are comparable to those provided under this Agreement. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers but does not reduce financial or related benefits is a comparable benefit under this Section.

21.05 The Employer will provide each employee with term life insurance in the amount of twenty-five thousand (\$25,000.00) dollars.

21.06 The Administration will establish a voluntary Section 125 qualified cafeteria plan (flexible spending) for employees that meet IRS requirements for pre-tax preferences for qualified expenses.

ARTICLE XXII

CLOTHING ALLOWANCE

22.01 All full-time employees of the Police Department shall receive an annual clothing allowance of one thousand one hundred fifty (\$1,150.00) dollars, to be paid on the first of July annually by separate check.

22.02 Protective vests rated at threat level 3 or greater shall be issued or replaced according to the manufacturer's recommended replacement date.

ARTICLE XXIII

SICK LEAVE

23.01 Sick leave shall be cumulative at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, to a maximum of twenty-five hundred (2,500.00).

23.02 Once an employee has reached the twenty-five hundred (2,500) hours maximum, he may, at his option, receive one (1) paid day or one (1) day off for each four (4) days of unused sick leave. This decision shall be made on an annual basis and shall be used or paid by the end of each calendar year.

23.03 Each full-time employee of the Police Department with at least ten (10) or more years of service with the Employer shall receive payment based on the employee's current rate of pay, upon termination of employment with the Employer, transfer to another governmental agency or retirement, an established percentage of the employee's accrued, but unused, sick leave based upon the maximum accrual of twenty-five hundred (2,500) hours in accordance with the following schedule:

a.	10 years	50%
b.	17 years	60%
c.	20 years	68%
d.	25 years	75%

23.04 Sick leave shall accumulate and be used in accordance with Section 167.04 of the Codified Ordinance of the City of Westlake, as adopted on September 3, 1987, Ord. 1987-193.

23.05 Any full-time employee of the Police Department may use up to three (3) days sick leave to prepare for and attend a funeral for the employee's mother, father, mother-in-law, father-in-law, grandmother, grandfather, spouse's grandmother and grandfather, spouse, children, brother, sister, brother-in-law, sister-in-law, aunt or uncle. Additional days may be approved by the Mayor or his designated representative.

23.06 Wage Continuation Plan - Should a bargaining member have an injury while performing his duties and be certified by a qualified medical provider that he is medically unable to work, the employee may, at his option, enter into a wage continuation agreement with the City. The wage agreement will allow the employee to continue to receive his regular rate of pay and benefits without charge to leave time, in lieu of the State of Ohio Bureau of Worker's Compensation loss time benefits, up to a maximum of sixty (60) work days per injury, and a maximum of 360 work days in the employee's lifetime service with the City. In order to qualify for a wage continuation plan, the injury must have resulted in seven (7) consecutive scheduled work days in which the employee was certified by a qualified medical provider as being unable to work. The employee must also apply for and receive an allowed medical-only claim from the Bureau of Worker's Compensation for the specific on-the-job injury.

If the employee enters into a wage continuation plan and the injury is subsequently denied by the Industrial Commission of Ohio, and the employee has exhausted all appeals, then the employee must reimburse the time advanced to the employee through the use of accrued and/or future benefit hours, including sick time, vacation time, and personal hours.

The wage continuation plan may be extended for an additional sixty (60) days for a qualified injury if the employee is certified as being unable to work by a qualified medical provider, except no extension shall be allowed to exceed the three hundred sixty (360) work day

lifetime cap for wage continuation. Any further use of wage continuation for a particular injury after the employee returns to work must have resulted in a minimum of seven (7) consecutive scheduled work days being certified by a qualified medial provider as being unable to work due to the previous injury. When an employee has been absent for seven (7) consecutive days, pay is retroactive to the first day of absence.

23.07 Maternity Leave - members of the bargaining unit may, at their option, utilize the twelve (12) weeks of unpaid Family and Medical Leave in lieu of using their accumulated sick time or vacation time for the purpose of maternity leave.

23.08 Sick Leave Incentive Plan - The City shall pay the sum of fifty (\$50.00) dollars to each employee who has not missed more than one (1) hour in a stated one (1) month period other than for a funeral for the immediate family as described in WCOD 167.04(b), scheduled vacation or personal time. The first 1 month period as set forth hereunder shall be beginning with the 1st day of March 2007 and payments provided hereunder shall be made quarterly beginning September, 2008.

ARTICLE XXIV

LIABILITY/FALSE ARREST INSURANCE

24.01 The Employer shall provide all employees of the Police Department, and shall pay the premiums for, false arrest insurance, with a minimum coverage of one million (\$1,000,000.00) dollars.

ARTICLE XXV

DRUG TESTING

25.01 All employees shall be subject to drug testing pursuant to the Drug Free Workplace Policy attached hereto.

ARTICLE XXVI

RELIEF FROM DUTY

26.01 Members of the OPBA committee, representing the bargaining unit, shall generally be relieved from duty at such times as committee action or representation conflicts with their duty assignments. Committee members may be ordered back to duty during a meeting should conditions arise that necessitate such action. Off duty members of the committee voluntarily perform this function without compensation.

26.02 The OPBA membership of Westlake may hold their meetings in the offices of the Westlake Police Department but no meeting shall interfere with the operations of the Department.

26.03 The OPBA will be authorized an aggregate of forty (40) hours of paid leave, per calendar year, for elected OPBA officials, to use at any time during the year to attend OPBA functions such as educational meetings, business meetings or seminars. All requests shall be submitted in writing and be approved by the Chief of Police or his representative.

ARTICLE XXVII

COURT TIME

27.01 The minimum additional time to which a member of the Police Department will be entitled for a court appearance will be four (4) hours in any one (1) day.

27.02 The compensation for the court appearance time, which will be greater of either the minimum four (4) hours time or the time actually spent, except as the time may be limited by subsection 3 hereof, shall be computed at one and one-half (1 ½) times the officer's current hourly rate.

27.03 In the event that any portion of the actual court appearance falls within the officer's regular shift time, or if actual court time is scheduled within thirty (30) minutes of your regularly scheduled shift, one shall be entitled to additional compensation for only that amount of time actually spent outside of his regularly scheduled shift.

27.04 Court appearance time shall commence at the time the officer arrives at the Police Department to pick up his file(s) and other documents necessary for the case for which the officer is preparing and court appearance time shall terminate when the officer returns to the Police Department and completes his check out after court appearance unless limited by subsection 3.

ARTICLE XXVIII

SHOW-UP TIME

28.01 Any member of the bargaining unit called in or advised to show-up for any event related to the member's employment, other than court time as covered by this Article, shall be entitled to two (2) hours show-up time. This does not cover being held over from regularly scheduled shifts. The time compensation shall be computed at one and one-half (1 ½) times the officer's current hourly rate of pay.

ARTICLE XXIX

CONFORMITY TO LAW

29.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

29.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the Validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XXX

DISCIPLINARY PROCEDURE

30.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

30.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or a Union attorney at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of its rights under this procedure.

30.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

30.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible. Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct. Any employee subject to a suspension may request to forfeit vacation and/or holiday time lieu of serving said suspension. The approval or denial of such request, either in all or in part, shall be at the sole discretion of the Employer.

30.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay for more than three (3) days, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. In case of a suspension without pay of three (3) days or less, the Chief of Police shall furnish the member of the Department with a written notice of such discipline, served on the employee personally or by certified mail, return receipt requested.

30.06 Discipline shall not be implemented until either:

1. the matter is settled; or
2. the employee fails to file a grievance within the time frame provided by this procedure; or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

30.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within three (3) working days of receipt of the Notice of Discipline;

2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or a Union attorney at every step of the proceeding.

30.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

30.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that he/she is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting, the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within three (3) working days from receipt of the Notice of Discipline.

30.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

30.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or a Union attorney as a representative or to decline any such representation. A settlement entered into by an employee or the Union on his behalf shall be final and binding on all parties. The Union shall be notified of all settlements.

30.12 An employee may be suspended with pay at any time during the process by the appointing authority, at its sole discretion. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 5 of the Grievance Procedure.

30.13 The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (e.g., suspension, demotion or discharge) to any Civil Service Commission).

ARTICLE XXXI **OBLIGATION TO NEGOTIATE**

31.01 The Employer and the Union 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.

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

ARTICLE XXXII **PENSION PICK-UP RIGHT**

32.01 At any time during the life of this Agreement, upon written request by the OPBA, the Employer shall "pick-up" and pay the member's contributions to the Police and Fire Disability and Pension Fund. The members' salaries shall be reduced by the full amount of said contributions. The members' contributions which are picked up by the Employer shall be treated in the same manner as contributions made by members prior to their commencement of the pick-up and will, therefore, be included in compensation for the purpose of the Police and Fire Disability and Pension Fund benefit calculations, and for the purpose of the parties in fixing salaries and compensation of members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund and will be calculated on the full salary of members before the "pick-up" is deducted from the gross salary.

ARTICLE XXXIII **DEATH BENEFITS**

33.01 In the event of the death of any employee covered by this Agreement, any accumulated benefits such as: vacation; compensatory time; or sick time shall be paid to the employee's estate at the rate of pay earned by the employee at the time of death. Payment to be made within thirty (30) days of the date of death.

ARTICLE XXXIV

FIELD TRAINING OFFICER

34.01 Up to a maximum of six (6) bargaining unit members shall serve at the Chief's request in the capacity of a Field Training Officer and shall be compensated an additional five hundred (\$500.00) dollars maximum per year per Field Training Officer.

34.02 In order to receive the compensation established in Section .01 above, the Field Training Officer shall train a minimum of one new Patrol Officer per year. Payment shall be made in a lump sum upon receipt of certification by the Chief that the Field Training Officer has completed his duties in compliance with this Section.

ARTICLE XXXV

DURATION

35.01 This Agreement represents an understanding between the Employer and the OPBA and it shall be effective as of March 1, 2010 and remain in full force and effect until February 28, 2013.

- A. If either party desires to modify or amend the Agreement, it shall, by November 1, 2012, give written notice of such intent and the parties shall hold their first negotiation meeting by November 15, 2012, at which meeting they shall set forth the nature of the amendment and modifications sought in this Agreement.

This Agreement constitutes the sole, entire and existing Agreement, supersedes all prior agreements and undertakings, oral or written, express or implied or practices between the parties.

ARTICLE XXXVI

EMPLOYEE RIGHTS

36.01 An employee has the right to the presence and advice of an OPBA representative and/or attorney at all disciplinary interrogations or proceedings.

36.02 No procedures may be taped unless both parties are informed of such audio tape recording. If the Employer requires that an interrogation be recorded, the employee being interrogated may simultaneously record his own tape of the interrogation. In any case, the employee shall be entitled to a copy of the Employer's tape recording.

36.03 An employee will be informed of the nature of any investigation prior to any questioning. If the employee being questioned is a witness and not under investigation, he shall be so advised of this fact.

36.04 Employees are entitled to copies of written complaint(s) made by civilians, which may result in discipline, at such time the employee is notified of the investigation regarding said written complaint.

ARTICLE XXXVII

EXECUTION

37.01 IN WITNESS WHEREOF, the parties have hereunto set their hands this 18TH day of JULY, 2012. 2011. KM
MM
DML

FOR THE OPBA:

FOR THE CITY OF WESTLAKE:

Sgt. K. Mitchell
MM - Kimm Jones

Dennis M. Clough
Dennis M. Clough, Mayor

Labor\Westlake\OPBA Sergeants and Lieutenants - Exp. 2013 FINAL
AND CAPTAINS.

KM
MM