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**AGREEMENT**

**BETWEEN**

**CITY OF UNIVERSITY HEIGHTS**

**AND**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2014**

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**ARTICLE I - PREAMBLE**

**Section 1.** This Agreement is hereby entered into by and between the City of University Heights, hereinafter referred to as "the Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA."

**ARTICLE II - PURPOSE AND INTENT**

**Section 1.** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- (2) To promote fair and reasonable working conditions;
- (3) To promote individual efficiency and service to the Employer;
- (4) To avoid interruption or interference with the efficient operation of the Employer's business; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE III - RECOGNITION**

**Section 1.** The Employer recognizes the OPBA as the sole and exclusive collective bargaining representative of all employees in the following units:

- (1) All patrolmen/patrolwomen, detectives, sergeants and lieutenants, but excluding the chief of the department and those individuals who, in the absence of the chief, are authorized to exercise the authority and perform the duties of the chief of the department, deputy chief of police, patrolmen who have not completed their probationary period, dispatchers, matrons, animal wardens, clericals, utility employees, janitors, telephone operators, all part-time, seasonal and temporary employees, professionals as defined by Ohio Revised Code Chapter 4117 and all other full-time and part-time employees.

**Section 2.** The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

**Section 3. Full-Time Employee.**

"Full-time employee" means any member of the bargaining unit who regularly works five (5) shifts per week, consisting of eight (8) hours per shift.

#### **ARTICLE IV - NON-DISCRIMINATION**

Both the Employer and the OPBA 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 Employer and the OPBA hereby reaffirm their obligations not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

#### **ARTICLE V - CHECKOFF**

**Section 1.** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Division of Police for whom the Employer is currently deducting dues.

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

**Section 3.** All authorized deductions will be made from the member's pay on a regular monthly basis. All deductions shall be transmitted to the OPBA no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the OPBA shall assume full responsibility for the disposition of all funds deducted.

**Section 4.** The OPBA shall indemnify and hold the Employer and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

#### **ARTICLE VI - AGENCY SHOP - DUES DEDUCTION**

Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the OPBA, or, as a condition of continued employment, remit to the OPBA a fair share fee in accordance with the provisions of Ohio Revised Code #4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either

elect to become members of the OPBA or remit the fair share fee. As provided in Ohio Revised Code #4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

The Employer agrees to deduct OPBA dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The OPBA shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

## **ARTICLE VII - MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;

B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;

C. To determine the size, composition, structure and adequacy of the work force;

D. To establish and determine job qualifications and duties, and to establish the education and training requirements for the Department;

E. To establish, modify, consolidate and abolish jobs or job classifications;

F. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend, and discharge employees for just cause;

G. To subcontract work;

H. To lay off employees in the event of lack of work or lack of funds or under conditions where the City determines that the continuation of such work is unnecessary;

I. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

J. To determine location of facilities and to introduce new and/or improved equipment and methods;

K. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;

L. To do all things appropriate and incidental to any of its rights, powers, prerogatives,

responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

#### **ARTICLE VIII - HOURS OF WORK AND OVERTIME**

**Section 1.** The work week is 40 hours; the work day is 8 hours, and the work year is 2,080 hours. The Department's work schedule regarding patrol shall be determined by the Chief of Police in consultation with the Safety Director. When determining a work schedule, the Chief of Police will seriously consider the recommendation made by a majority of the officers who are assigned to the Patrol Division at that time.

**Section 2.** The Employer shall be the sole judge of the necessity for overtime and all assigned overtime must be worked.

**Section 3.** Base pay contemplates, on the average, five shifts per week of eight hours each, as set forth in an assignment list published monthly under the direction of the Chief. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief.

**Section 4.** When an employee's regularly assigned shifts add up to less than 2,080 hours in a year, the City shall schedule the extra day(s) during a period of no less than the first six months. Said days shall not be assigned in the middle of a three or more day-off period. The affected employee may request said day(s) be reassigned, subject to the Chief's approval.

**Section 5.** When an employee's regularly assigned shifts add up to more than 2,080 in a year, the employee may request the equivalent time off at any time during the calendar year, subject to the Chief's approval, excluding the period from November 15 through December 24.

**Section 6.** When an employee is required to work more than eight hours on a shift or a shift not originally assigned to him on the monthly schedule, he shall receive overtime. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate divided by 2,080 hours. There shall be no adjustment for longevity or special assignment pay arising from overtime compensation.

**Section 7.** Except as set forth in Sections 10(B), 10(C) and 11(B) below, an employee may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to 80 hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the

Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is paid, not earned. Once an employee is properly approved to take a "Time Owed" day off, such day off cannot be cancelled unless notice of such cancellation is made more than seventy-two (72) hours prior to the day off except in cases of extreme emergency.

**Section 8. Range-Time.**

Employees shall receive a minimum of two hours at time and one-half for fire arms training (range time).

**Section 9. Call-in Pay.**

Employees called into work for time which does not abut their normal shift shall receive three hours of regular base pay, or overtime, whichever is greater. Employees who are required to work less than three hours shall not be required to perform busy-work as determined by the Chief of Police.

**Section 10. Training.**

(A) For purposes of this Article, all mandatory training and SWAT training, excluding travel time to and from school, shall be considered time worked.

(B) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid in compensatory time only at the base rate, unless an employee has accumulated eighty (80) hours of compensatory time, at which time said time shall be paid in compensation at the base rate.

(C) All travel time to and from training, whether voluntary or mandatory, shall be paid in compensatory time only at the base rate, unless an employee has accumulated 80 hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

**Section 11. Court Time.**

(A) Police employees, when required to appear in Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is greater, if an appearance is required in the Shaker Heights Municipal Court, and a minimum of five (5) hours of regular base pay, or overtime, whichever is greater, if the appearance involves any other Court. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of

Ohio. Employees who appear at Court must have a subpoena signed by a proper Court official in order to receive the compensation, such subpoena shall be submitted along with a written request to the Chief for Court time payment.

(B) Employees who are required to be on stand-by for Court shall be entitled to compensatory time only, at the base rate, for all hours on stand-by, with a minimum of one hour, unless the employee has accumulated eighty (80) hours of compensatory time, at which time stand-by shall be paid in compensation at the base rate. However, if midnight shift ends before 8:00 a.m., employees who worked the midnight shift will receive up to two hours for stand-by, so that the shift will be continuous.

(C) Employees who are required to use their personal vehicle to travel to and from Court shall receive mileage at the current IRS rate.

**ARTICLE IX - SALARIES AND OTHER COMPENSATION**

**Section 1. Annual Base Pay.**

Annual compensation will be as set forth below effective July 1, 2011 through June 30, 2013. Sergeants shall be compensated at 11% above the rank of First Grade Patrolmen, and Lieutenant shall be compensated at a rate of 11% above Sergeant. At least sixty (60) days prior to July 1, 2013, the parties will meet to negotiate annual compensation only for the period from July 1, 2013 through June 30, 2014. If the parties are not able to reach agreement on annual compensation for that period, they will submit that single issue to the dispute resolution processes then in effect under Ohio Revised Code Chapter 4117.

Rank (Classification)	Annual Compensation		
	Effective 7/1/11	Effective 7/1/12	Effective 7/1/13
	0.00%	0.00%	Reopener
Ptl. 3rd Grade (0-12 mos.)	63,343	63,343	
Ptl. 2nd Grade (13-24 mos.)	66,735	66,735	
Ptl. 1st Grade (25 + mos.)	70,128	70,128	
Sergeant	77,842	77,842	
Lieutenant	86,405	86,405	

The above scale shall not affect a patrolman's qualifications to take a promotional exam or be promoted, provided the patrolman has completed three years of service in the University Heights Police Department prior to the examination date. No pay other than base pay shall be adjusted for longevity. This scale includes proficiency pay which has been rolled into base pay.

**Section 2. Adjustment for Longevity.**

The annual base pay of Police employees employed by the City under this Agreement on July 1, 2011 shall be increased from and after the completion of three (3) years of continuous employment and service by the following percentages:

<b>DURING YEAR OF EMPLOYMENT</b>	<b>INCREASE</b>
4	0.5%
5	1.0
6	1.5
7	2.0
8	2.5
9 – 12	3.0
13 - 19	6.0
20 and subsequent	7.0

The annual base pay of employees hired after July 1, 2011 shall be increased at the commencement of six (6) years of continuous employment and service regardless of the position the employee holds at the time he or she commences the years of service indicated as set forth below:

<b><u>AT COMMENCEMENT OF YEAR</u></b>	<b><u>LONGEVITY PAY</u></b>
6	\$526.00
7	\$702.00
8	\$877.00
9-12	\$1,052.00
13-19	\$2,104.00
20 & subsequent	\$2,450.00.

The adjustments set forth above shall be completed based on the original date of hire or appointment of the police employee and shall be applied to the first full pay period following the anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

**Section 3. Payroll Computation.**

The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the Employer's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement, less often than monthly, nor shall wages be withheld for longer than ten (10) days after the

close of the period for which wages are payable.

**Section 4. Special Assignment - Additional Compensation.**

At the sole discretion of the Chief of Police, there may be established from time to time the following special assignments. Any police employee on such special assignment shall be entitled to additional annual compensation according to the following schedule: Detective - \$1,200.00

These amounts shall be prorated during each employee's tenure in such assignment. Such assignment and tenure therein shall be for the convenience of the Department. No transfer from such assignment to another assignment not meriting additional compensation shall be deemed to be disciplinary, regardless of the circumstances. Nor shall the removal, death or termination of employment of the police employee so assigned be deemed to have created a vacancy within the ranks. After completion of assignment, special assignment pay shall be paid on a semi-annual basis every June and December.

**Section 5. Educational Incentive.**

Any police employee who completes a course of study in law enforcement and receives the degree of Associate in Law Enforcement from a college or university accredited by the governmental entity having jurisdiction over it shall be entitled to an annual bonus of one (1) percent of base pay. Any police employee who receives the degree of Bachelor of Science in Law Enforcement, (or its equivalent, as determined by the Police Chief) from such college or university shall be entitled to an annual bonus of two (2) percent of base pay. A police employee holding both an Associate and a Bachelor degree shall be entitled only to the two (2) percent bonus. Payment shall be made on or before June 15th of each calendar year to any police employee who has provided the Police Chief with evidence satisfactory to the Police Chief that such degree has been obtained. The education incentive described in this section only applies to employees who have completed one or more years of employment, payable at the end of the second year.

**Section 6. Deferred Compensation.**

Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the selection of the plan is based solely upon his or her own choice and may be terminated at will, and further acknowledging that the City of University Heights has not evaluated or approved such plan nor is the City of University Heights in control of the management, administration, accounting or investment practices and policies relating to any such plan, nor with regard to counseling any participant with regard to the interpretation of or actions pursuant to any such plan.

**Section 7. Physical Fitness Incentive Pay**

All sworn personnel will have the option of participating in the physical fitness incentive pay program on an annual basis. The program shall require each officer to perform the minimum score, according to the

officer's age and gender, on the Ohio Peace Officer Basic Training Program Physical Fitness Requirements. (See Attachment A). A participating officer may achieve a time on the 1.5 mile run up to 10% over the listed time for his or her age to qualify.

Each officer who successfully performs the requirements will receive a total of \$900.00 annually. The testing for the physical fitness incentive will be given during each November. Physical Fitness Incentive payments will be in the following month of December.

Each officer will have the opportunity to take the physical fitness test, however, each officer's participation is strictly voluntary. The tests will be conducted on the employee's own time. Prior to taking the physical fitness test, it is recommended that each officer receive medical clearance from his/her own personal physician. Each officer will have the option to take one additional retest if he/she fails the first test. If a member elects a retest he/she must successfully complete all the testing categories again.

#### **ARTICLE X - HOLIDAYS**

**Section 1.** Each police employee shall be entitled to eleven (11) paid holidays (88 hours) per calendar year as approved by the Chief of Police. No police employee shall be entitled to time off on a state or federal designated holiday unless regularly scheduled to be off or is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday, (except in cases of emergency as determined by the Chief of Police or his designee). Once scheduled off or once approved off by the Police Chief, the employee's holiday off day cannot be cancelled except in cases of an extreme emergency.

**Section 2.** When a police employee works on a state or federal designated holiday, he shall not receive additional compensation for such holiday work, except for July Fourth, Thanksgiving, and Christmas Day. Employees who are scheduled to work on July Fourth, Thanksgiving, and Christmas Day shall receive time and one-half pay. Employees who are mandated to work on July Fourth, Thanksgiving, and Christmas Day shall receive double time. Regardless of such additional compensation, employees who work on July Fourth, Thanksgiving, and Christmas will still be entitled to the eleven (11) paid holidays referred to in Section 1.

#### **ARTICLE XI - VACATIONS**

**Section 1.** Each full-time employee of the Employer shall be entitled to annual vacation with pay on the following basis:

(A) During the first calendar year (January 1 - December 31) in which the employee is employed on a full-time basis, no vacation time off is provided.

(B) During the second and each subsequent calendar year in which the employee is employed, he shall be entitled to two normal workweeks (80 hours) of a vacation if he shall have completed one (1) full year of employment on or prior to June 30 of that year; otherwise, the employee shall be entitled to one (1) normal workweek (40 hours) of vacation.

(C) In any calendar year thereafter in which the employee will have completed seven (7) continuous years of full-time employment on or prior to June 30 and in each subsequent year, the employee shall be entitled to three (3) normal work weeks (120 hours) of vacation.

(D) In any calendar year thereafter in which the employee will have completed thirteen (13) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to four (4) normal work weeks (160 hours) of vacation.

(E) In any calendar year in which the employee will have completed, nineteen (19) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to five (5) normal workweeks (200 hours) of vacation.

**Section 2.** For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the Employer who has previously accumulated vacation time due from another public employer.

**Section 3.** Vacations shall be picked on a shift-wide basis and include Dispatchers, Patrol Officers, Sergeants and Lieutenants, and shall be based upon relative departmental seniority. Vacations must be approved by the Police Chief or his designee. If a holiday is added to five vacation days to allow an employee time off between days off, said holiday will be treated as if it were a vacation day for purposes of scheduling.

Vacation leave shall not be cumulative and no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation.

Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 of Article XI, and no additional or extra compensation shall be paid to an officer or employee who does not take a vacation. In special and unusual cases, where limitation of the annual vacation leave to any one calendar year would work particular hardship, such leave may, in the discretion of the Mayor, be paid in cash in lieu of time off.

## **ARTICLE XII - HOSPITALIZATION**

### **Section 1. Hospital and Surgical Insurance.**

Each employee having more than ninety (90) days of continuous service with the City shall be entitled to

coverage under a group policy of health insurance to be carried by the City. In addition, the City will provide a group policy of dental coverage. The City and the employees shall pay the premium costs associated with the health and dental insurance as set forth in this Article whether individual or family plan. Employees will be required to participate in the dental program as required by the underwriter.

**Section 2.** (A) The City reserves the right to change carriers as long as the benefit levels remain substantially the same, which shall contain benefits no less than the following:

**Group Health Insurance Plan Design**

The City will provide health insurance coverage according to the following plan design as of November 1, 2011.

Annual Deductible	Up to \$500.00 for single coverage Up to \$1,000.00 for family coverage
Annual co-insurance	20% of first \$2,500 single; 20% of first \$5,000 family
Maximum Lifetime Benefit	\$2,500,000 or as required by law
Annual Maximum Out of Pocket Cost (annual Deductible and annual co-Insurance)	\$1,000.00 single and \$2,000.00 family
Office Visit Co-Pay	Maximum of \$25.00 per visit
Emergency Room Co-Pay	Maximum of \$150.00 per visit
Urgent Care Co-Pay	Maximum of \$50.00 per visit
Prescription Drug Co-Pays:	Maximum of:
	Generic                    \$10.00
	Brand/formulary        \$35.00
	Non-Formulary         \$50.00

Emergency care is not subject to the non-network co-payment.

(B) An agreement has been reached allowing the employee, at their option, to elect not to participate in the City-offered health care plan for a minimum of two years and to be compensated \$300.00 per month for family and \$100.00 per month for single for such election. Provided, however, employees are eligible at any time as a result of a spouse's loss of coverage to enroll in the City's plan. Further, employees may opt to enroll back into the plan during the normal open enrollment period after the two year minimum is fulfilled or unless loss of coverage is substantiated.

**Section 3. Life Insurance.**

The City shall provide a term life insurance policy, with a face value of the following for each employee:

November 1, 2011 to October 31, 2012	\$30,000.00
November 1, 2012 to October 31, 2013	\$40,000.00
November 1, 2013 until the negotiation of a successor to this agreement	\$50,000.00.

**Section 4. Employee Health and Dental Insurance Premium Payment:**

Employees will contribute a percentage of the combined cost of health and dental insurance premiums for the coverage selected up to the following maximum amounts during the life of this Agreement as set forth below:

<u>Effective Date</u>	<u>Monthly Premium Payment</u>
-----------------------	--------------------------------

November 1, 2011 through October 31, 2012

6% of the combined monthly dental and group health premiums up to:

Single	\$29.97
Family	\$83.43

November 1, 2012 through October 31, 2013

7% of the combined monthly dental and group health premiums up to:

Single	\$36.72
Family	\$102.20

November 1, 2013 until the negotiation of a successor to this agreement

9% of the combined monthly dental and group health premiums up to:

Single	\$49.57
Family	\$137.97

The employee premium contributions set forth in this Section will be by payroll deduction in equal amounts from the first two monthly pay periods.

**Section 5 – HSA/High Deductible Option**

The parties agree to meet and discuss group health coverage under a health savings account/high deductible option during the term of this Agreement.

**Section 6 – Health Insurance Committee**

The City will convene a Health Insurance Coverage Advisory Committee (“Committee”) for the purpose

of reviewing the City's current health insurance coverage and considering options available for City employees in the future. The Committee's goal is to identify and recommend health insurance coverage available to the City that is both cost-effective for the City and its employees and provides benefits that best meet the employees' health insurance needs. The Committee may consider specific factors including, but not limited to, premium costs, benefits, co-payments, deductibles, out-of-pocket costs, wellness initiatives, insurer networks and co-insurance to achieve its goal. As part of its review and recommendations, the Committee may also consider options for group dental coverage, vision coverage and/or alternatives to the City's current group health insurance coverage.

Committee members will include the Finance Director, who will chair the Committee, up to two (2) employees from each of the City's collective bargaining units, up to two (2) employees from the City's unrepresented employees and up to two (2) City directors. The Mayor may attend Committee meetings at his or her discretion. The Finance Director will establish meeting times and dates and set meeting agendas with the input of Committee members. Committee meetings may include presentations from health insurance consultants and/or insurer representatives to gather information and/or facilitate its discussions.

The Committee will meet no fewer than one hundred and twenty (120) days prior to the City's annual health insurance renewal date and as frequently thereafter as determined by the Finance Director in consultation with Committee members. No fewer than 30 days prior to the City's renewal date, the Committee will present its recommendations to the Mayor. The Mayor will consider the Committee recommendations when making a recommendation to City Council on legislation for health insurance coverage. Notwithstanding the Committee's recommendations, the City retains final authority on determining employee health insurance benefits in accordance with the express provisions of this Agreement and as otherwise required by law.

## **ARTICLE XIII - LEAVES OF ABSENCE**

### **Section 1. Sick Leave.**

#### **(A) Computation of Sick Leave.**

Each employee of the City of University Heights shall be entitled, for each completed 80 hours of work, excluding overtime hours, to sick leave of 4.6 hours with pay.

#### **(B) Authorized use of Sick Leave.**

Employees may use sick leave, upon approval of the Chief, for absence due to personal illness, paternity leave, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family. For purposes of this Section, "immediate family" shall include the employee's spouse, children, parents, brothers and sisters, parents-

in-law, son or daughter-in-law, grandparents and parent of employee's children.

**(C) Sick Leave Accumulation.**

Unused sick leave shall be cumulative without limit. No accumulation credit shall be given to any employee hired by the City of University Heights who has previously accumulated sick leave due from some other public agency. An employee of the City of University Heights who leaves the employment of the Employer and is rehired within ten (10) years from the original date of termination shall be entitled to such sick leave as had been accumulated to the time of the original termination of employment, providing he has not already been paid for such accumulated sick leave.

**(D) Justification of Sick Leave.**

The Police Chief of the department in which the employee works shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. At the discretion of the Police Chief, a certificate from a licensed physician may be required in advance of granting sick leave. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

**(E) (1) Cash Payment on Retirement.**

At the time of retirement from active service with the City of University Heights, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of retirement to be paid in cash at a rate of twenty-five (25) percent of the first 2,000 hours of his/her accrued but unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty (40) percent. Such payment shall be based upon the employee's base pay at the time of retirement (excluding longevity and special assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

**(E) (2) Cash Payment on Termination of Employment.**

At the time of termination of employment from the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of termination, to be paid in cash for accrued but unused sick leave credit, not to exceed 2,000 hours. Entitlement will be based on years of service over ten (10) completed years calculated at 1% per year. (Example: Ten (10) completed years equals 10% of unused sick leave credit and fifteen (15) completed years equals 15% of unused sick leave credit.) Such payment shall be based upon the employee's base pay at the time of termination (excluding longevity and assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

**(E) (3) Cash Payment on Death of Employee.**

All accumulated sick leave of employees who die for any reason shall be paid at the ratio noted above to the employee's estate.

**(F) Sick Leave Incentive Bonus.**

During the twelve (12) month period ending December 31, employees will receive a sick leave incentive bonus as follows, (paid in cash, unless by the end of the first week in January, notification is given to the Director of Finance to take time off in hours):

<b>Sick Leave Used</b>	<b>Time Off Permitted</b>	<b>Pay</b>
0-8 hours	24 hours	24 hours
Greater than 8-16 hours	16 hours	16 hours
Greater than 16-24 hours	8 hours	8 hours
Greater than 24 hours	0	0

All payments under this section shall be made by the Director of Finance by the second pay period in January of the following year.

**(G) High Risk Injuries.**

(i) Whenever a full-time sworn police employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth workday taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for additional ninety (90) calendar day periods. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account. The three (3) days of regular sick leave, taken prior to receiving "high risk" sick leave, shall not count against an employee for purposes of calculating "sick leave used" under the Sick Leave Incentive Bonus Provision.

(ii) "Total disability" shall mean the physical inability of an employee to perform regularly assigned duties and/or light duty assignment at the station and/or otherwise engage in any other gainful employment.

(iii) In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:

- (1) The injuries are the direct result of:
  - (a) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;
  - (b) An automobile accident occurring during the course of a high-speed chase;
  - (c) A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;

- (d) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- (e) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident;
- (f) An injury which occurs during high risk training; or
- (g) An injury that occurs while responding to an emergency call or during a pursuit while on a Police Bicycle.

(2) The event herein described must be duly logged and a written report submitted to the Chief's office during the shift in which it occurs.

(3) Medical evidence has been provided within a reasonable period of time (no more than fourteen (14) days) from the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.

(4) The employee shall have applied for and have been found eligible to receive coverage under Workers Compensation of Ohio and the employee signs a waiver and assignment to the Employer for amounts payable under such Workers Compensation for temporary disability benefits, and for any other Employer paid insurance benefits.

(iv) Any vacation time, holidays or personal days which would have been scheduled during such disability shall be rescheduled within three (3) months following such employee's return to duty.

**Section 2. Funeral Leave.**

Any police employee experiencing a death in the immediate family, which shall be construed to mean the spouse, child, parent, sibling, or immediate grandparent of the police employee or the parent, sibling, immediate grandparent of the spouse of the police employee, shall be entitled, with prior permission of his immediate supervisor, to three (3) days paid leave of absence from and after the time of death. Such leave may be optimized by scheduling around regular days off. In the event the deceased is the police employee's parent, spouse, or child, the leave may be extended by two days' unpaid leave of absence. The unpaid leave may be covered for pay by use of the employee's vacation, holiday, or accumulated time-owed. Otherwise such funeral leave shall not be considered the use of sick leave.

**Section 3. Military Leave.**

Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

**Section 4. Jury Duty.**

An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served providing, that the jury duty fees, paid to the employee by the court, shall be returned to the Employer.

**Section 5. Unpaid Personal Leave.**

Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Police Chief and the Mayor. Employees shall accrue seniority for such leave up to six months.

**Section 6. Maternity Leave.**

An employee who becomes pregnant shall, upon request to the Chief, be granted leave to absent herself from work for maternity purposes. The date of departure and date of return to work shall be selected by the employee with the proper medical documentation and she shall notify the Chief of these dates as far in advance as practicable. The employee shall utilize any and all other accrued sick leave for maternity purposes. If agreed upon by the employee, the employee shall utilize any and all other accrued vacation leave for maternity purposes. After accrued sick leaves (and vacation leave, if applicable) are exhausted, the employee shall be placed on maternity leave of absence without pay, but retaining hospitalization benefits. The total leave for maternity purposes, where hospitalization benefits are maintained, shall not exceed twelve (12) weeks. Additional leave time, without hospitalization benefits, of one (1) month after the twelve (12) week period may be granted upon submission of documented medical proof of need to the Chief. If an employee returns to work from such leave, she will be reimbursed for such hospitalization, less administrative costs, if any.

**ARTICLE XIV - CLOTHING AND UNIFORM MAINTENANCE ALLOWANCE**

**Section 1.** Each police employee in the uniformed division shall receive, in addition to all other forms of compensation and expense reimbursement, one thousand and eight hundred dollars (\$1,800.00) cash allowance per year for the purchase of regularly prescribed uniform and equipment approved by the Chief of Police, or his designee, for use in the performance of his/her official duties.

The cash allowance for the purchase and maintenance of prescribed uniforms shall be paid in two equal payments of nine hundred dollars (\$900.00) by June 25 and December 25 of each year. No police employee shall be eligible for such allowance until completing six (6) months of active duty. A police employee whose employment is terminated, for whatever cause, shall receive a pro rata share of his uniform maintenance allowance. Computation of the pro rata share shall be by a fraction in which the numerator is the number of days between January 1 or July 1, and the date of termination, whichever is applicable, and the denominator is 180.

Changes in uniform requirements which are mandated by the Police Chief will be paid for by the City. Further, the City will purchase dress uniforms for employees who are promoted to Sergeant or Lieutenant if a new uniform is required.

Employees shall be permitted to purchase uniforms from any vendor, provided that all uniforms meet specifications set forth by the Chief of Police and provided that purchasing of such uniforms is done on the employee's own time or on time approved by the Chief of Police, his designee, or the Office in Charge (OIC).

**Section 2.** Employees assigned to the Detective Bureau of the Division of Police and wearing civilian clothing in the normal course of their duties shall be entitled to receive the equivalent amount as uniformed Division employees each June and December to be charged against the regular annual clothing allowance. Upon the return of an employee from a non-uniformed unit to a uniformed unit, the City will advance the employee two (2) years of clothing allowance and will provide the employee with one (1) dress blouse.

**Section 3.** An initial appointee to the Police Department shall be entitled to use up to one thousand dollars (\$1,000.00) of the first two (2) years normal allotment at any time within such two years as required for complete outfitting of the new employee.

**Section 4.** Employees who have accrued but unused clothing allowance amounts under the parties' 2008-2011 Agreement as of the date this Agreement takes effect may draw down those amounts according to the City's existing clothing purchase procedures. The City will make cash payment to employees with accrued but unused clothing allowance balances in the amount of 50% of said balance on or before December 31, 2011 and will make cash payment of any remaining balances on or before June 30, 2012. If an employee retires with a service or disability pension prior to December 31, 2012, the City will make cash payment of any remaining accrued but unused clothing allowance balance as of the date of retirement.

## **ARTICLE XV - SENIORITY**

**Section 1.** Seniority for a regular full-time employee shall be that employee's length of continuous service with the Employer. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged;
- (c) Is laid off more than three (3) years;
- (d) Is absent without notice for three (3) consecutive work days;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on

which the Employer sends or delivers the employee notice (to such employee's last known address as shown on the Employer's records).

**Section 3. Probationary Period.**

(a) All new employees shall be considered to be on probation for a period of one year from the date of completion of their state-mandated training as a Patrol Officer, or the date of employment if the employee has already been certified as a police officer. The retention of a probationary employee shall be at the discretion of the appointing authority and the Police Chief. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

**Section 4. Layoffs.**

When, in the judgment of the Employer, a reduction in force is necessary, the Employer shall determine the number of employees to be laid off from each of the job classification(s) (ranks) and the employees shall be laid off from such classification(s) in order of least rank seniority, providing the employees retained can fully perform all the duties and responsibilities of the classification. Such affected employee will be allowed to bump in accordance with their seniority.

**ARTICLE XVI - GRIEVANCE PROCEDURE**

**Section 1.** 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 Employer.

**Section 2.** A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary action. A grievance may be initiated at the step in which the grievance originated. When any such grievance arises, the following procedure shall be observed:

**Step 1:** The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.

**Step 2:** If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the immediate supervisor within seven (7) days of the alleged violation of this Agreement. Within seven (7) days after the filing of the grievance, a meeting will be held among the appropriate management representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within seven (7) days of this meeting, the management representative shall issue a written answer to the grievance.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the Chief of Police or his designated representative within seven (7) days after receipt of the Step 2 response. Such appeal shall be in writing and include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 decision is in error. The Chief of Police or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, within seven (7) days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) days after the end of the meeting.

**Step 4:** If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within seven (7) days after the receipt of the Step 3 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) and/or the Union believe(s) that the Step 3 decision is in error. The Mayor or his designated representative shall reply in writing within ten (10) days thereafter.

**Section 3. Arbitration Procedure.**

(A) In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 4, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators in accordance with their rules.

(B) 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.

(C) The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

(D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will 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.

(E) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regularly hourly base rate for all hours during which his attendance is required by either party.

(F) The decision of the arbitrator shall be final and binding upon the parties.

**Section 4. Time Limitations.**

(A) To be considered valid, a grievance must be filed in writing within seven (7) days of the occurrence of the alleged violation of the Agreement. A grievance that is filed untimely or not timely appealed to the next step in the process set forth above shall be considered void.

(B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, 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 agreement, extend the time in which to answer it or appeal the answer to the next step.

**Section 5.** The OPBA shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

**Section 6.** 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 shall be final, conclusive and binding on the Employer, the OPBA and the employees.

**ARTICLE XVII - NO STRIKE/NO LOCKOUT**

**Section 1.** The OPBA 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, sympathy strikes, picketing, or interference of any kind at any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

**Section 2.** Any employee who violates Section 1 of this Article shall, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.

**Section 3.** 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 Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, 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 also immediately advise all employees to return to work at once.

**Section 4.** The Employer shall not lock out any employee for the duration of this Agreement.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 1. Reimbursement of Training Expenses.**

If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will reimburse the Employer for the cost to the Employer of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the Employer.

### **Section 2. Reimbursement of Clothing Allowance.**

Should an employee's employment be terminated (voluntarily or involuntarily) within one (1) year of the date of hire, the employee may be required to reimburse the Employer an amount equal to the clothing allowance he received.

### **Section 3. Special Pay to Employees who Retire and have Completed 25 Years of Service.**

Any employee who has completed twenty-five (25) years of service by December 31 of any current calendar year and who otherwise qualified for a vacation under Article XI and who remains a full-time employee through June 30 of the current calendar year, be entitled to two (2) weeks vacation compensation equal to eighty (80) hours computed by dividing their base annual wage by 2080 hours. In addition, such employee shall be entitled to receive compensation for five (5) holidays, equal to forty (40) hours computed by dividing their base annual wage by 2080 hours. The foregoing total of 120 hours of compensation shall be reduced by any vacation and holiday time taken to the extent such was earned during the current calendar year through June 30. There shall be no prorations.

**Section 4.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

**Section 5.** The OPBA will be allowed one (1) locked bulletin board for official OPBA notices. One bulletin board will be located in the roll call room. The OPBA will be the sole holders of the keys to the board.

**Section 6.** An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogation.

**Section 7.** An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

**Section 8.** Pay checks shall be issued every other Thursday. An employee off duty for two weeks or more may have his check mailed to his home upon request.

**Section 9. Pension Pick-up.** The City shall continue a pension "pick up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The City's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

**Section 10. Labor Management Committee.**  
There shall be a Labor-Management Committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The Committee may meet on the request of either party, to discuss matters of mutual concern, excluding negotiated issues and grievances. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

**Section 11.** An employee who completes 25 years or more of service, and takes a normal retirement, shall receive a plaque containing his badge and duty weapon.

**Section 12.** An employee shall not be held financially responsible if City property or equipment is damaged, lost or stolen unless the employee acted negligently as determined by the Chief of Police or his designee.

**Section 13.** The City shall continue to pay for gas, parking and meal expenses incurred during voluntary and mandatory training which occurs outside Cuyahoga County, upon the submission of receipts, for all members in the bargaining units. Where the City has provided permission for an employee to use his personal vehicle for City business, the employee shall be reimbursed mileage at the current IRS rate for such use.

**Section 14.** Prior to the City's implementation of a decision to change a classification or create a new classification, the City shall consult with the Union.

**Section 15.** Any employee who attends an accredited college and who receives a grade of "C" or better in police related course(s) in pursuit of an associates or bachelors degree shall be eligible to receive full tuition reimbursement, provided that the employee receives permission from the Chief of Police to take the course(s). If such election is made by the employee, he or she waives the right to be compensated under Article IX, Section 5 pertaining to Educational Incentive.

**Section 16.** Upon retirement an employee will be issued a retirement identification card stating that he or she has retired from employment with the University Heights Police Department.

#### **ARTICLE XIX - DISCIPLINE**

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

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

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article XVI of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

#### **ARTICLE XX - GENDER AND PLURAL**

**Section 1.** Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE XXI - HEADINGS**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor effect any interpretation of any such article.

#### **ARTICLE XXII - LEGALITY**

This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the OPBA that this Agreement complies 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 XXIII - DISPUTE RESOLUTION**

The parties hereto, City of University Heights, hereinafter referred to as the "Public Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Employee Organization," hereby agree that the terms of this Agreement shall govern the method by which the next collective bargaining agreement between the parties is reached. The parties acknowledge that the purpose of this procedure is to provide a means for harmonious and cooperative relationships between the Public Employer and the employees and to protect the public and the welfare of the City by assuring the orderly and uninterrupted operation of the City's safety forces. The parties acknowledge the role of the Employee Organization in representing the legitimate needs of the members of the bargaining unit concerning their wages, hours and terms and conditions of employment, and the need of the Public Employer to maintain effective and efficient operation of the City government within the confines of its financial resources. Therefore, it is agreed as follows:

**Section 1.** If either party wishes to terminate or modify any of the provisions of the current collective bargaining agreement, it shall so notify the other party in writing not later than sixty (60) days prior to the expiration date of that agreement. Notification in writing from the Employee Organization shall be served upon the Mayor. Notification in writing from the Public Employer shall be addressed to a representative of the Employee Organization who is a member of the bargaining unit. The party seeking such termination or modification shall also serve a copy of the notice to the other party upon the State Employment Relations Board (SERB), together with a copy of the existing collective bargaining agreement. As soon as possible after the receipt of such notice, representatives of the parties shall meet to negotiate a new collective bargaining agreement.

**Section 2.** After the commencement of such negotiations, either party may submit any and all issues in dispute to mediation during the period from forty-five (45) to fifteen (15) days before the expiration of the collective bargaining agreement. If no agreement has been reached prior to the fifteenth day before the expiration of the collective bargaining agreement and mediation has not yet been invoked, the parties shall then submit any and all issues in dispute to mediation. Mediation shall be invoked by requesting SERB to appoint a mediator. In the alternative, by mutual agreement, the parties may select a mediator from any other source by any other method. The fees and expenses of the mediator and his or her selection which are not borne by the State or Federal government shall be borne equally by the parties.

**Section 3.** At any time after the expiration of the collective bargaining agreement, either party may submit any and all issues in dispute to fact-finding and notify the other party and request a panel of fact-finders from the American Arbitration Association, the fact-finder will then be chosen in accordance with the American Arbitration Association's then applicable rules and regulations. Every effort will then have been made to schedule the matter for hearing as quickly as possible from the date that fact-finding is

requested. The fact-finder shall issue his decision as soon as possible, but not later than thirty (30) days following the hearing unless otherwise mutually agreed by the parties. The fees and expenses of the fact-finder and the American Arbitration Association shall be borne equally by the parties.

**Section 4.** If either party rejects the fact-finder's report, either party may submit any and all issues in dispute to final and binding arbitration by so notifying the other party and requesting a panel of arbitrators from the American Arbitration Association, and an arbitrator will then be chosen in accordance with the American Arbitration Association's then applicable rules and regulations. Every effort will then be made to schedule the matter for hearing within thirty (30) days from the date that arbitration is requested. The arbitrator shall resolve the dispute between the parties on an item by item basis taking into account the considerations enumerated in Section 4117.14(G)(7) of the Ohio Revised Code. The arbitrator shall issue his decision as soon as possible, but not later than thirty (30) days following the hearing, unless otherwise mutually agreed by the parties. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

**Section 5.** Pursuant to Section 4117.14(E) of the Ohio Revised Code, the dispute settlement procedure provided in this Agreement is intended to supersede the procedures specified in the Ohio Public Sector Collective Bargaining Act.

**Section 6.** The parties agree that the June 30, 2014, expiration date shall not prohibit the Union from receiving any retroactive wage increases from a conciliator pursuant to Section 4117.14(g)(11) O.R.C.

#### **ARTICLE XXIV – CITIZEN’S COMPLAINTS**

**Section 1.** Complaints by civilians against a bargaining unit member shall be in writing and signed by the complainant. In the event a civilian complainant cannot or will not execute a written complaint, the City representative to whom the complaint is made will reduce it to writing, including the complainant’s name, identifying information, and the date the complaint was made; and verify the information received with his or her signature. The City will furnish a copy of the complaint to the employee against whom the complaint has been filed and to the Union at least three (3) calendar days after an investigation is initiated and in no case fewer than seventy-two (72) hours prior to an investigatory meeting at which an employee will be asked to respond to the complaint.

**Section 2.** All complaints filed in conformance with Section 1 will be investigated in a fair and impartial manner pursuant to Department policy. The employee against whom a complaint has been filed, and/or other employees who may face disciplinary action as a result of the complaint, are entitled, upon request, to Union representation during any investigatory interviews.

**Section 3.** All complaints that are determined to be unfounded shall not be included in any personnel file of the affected employee and may not be used in any subsequent disciplinary procedure. Anonymous

materials shall not be placed in an employee's personnel files unless an investigation determines the complaint is "sustained." All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**ARTICLE XXIV - DURATION**

This Agreement represents an understanding between the Employer and the OPBA, and it shall be effective until June 30, 2014, and thereafter from year to year, unless at least sixty (60) day period 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 June 30, 2014, either party gives sixty (60) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF UNIVERSITY HEIGHTS**

**OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

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

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

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

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

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

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

ATTACHMENT A

**OHIO PEACE OFFICER BASIC TRAINING PROGRAM  
PHYSICAL FITNESS REQUIREMENTS**

Age and Gender Minimum Scores		
	<b>Males (&lt;-29)</b>	<b>Females (&lt;-29)</b>
<b>Sit-ups (1 min)</b>	40	35
<b>Push-ups (1 min)</b>	33	18
<b>1.5 Mile Run</b>	11:58	14:15
	<b>Males (30-39)</b>	<b>Females (30-39)</b>
<b>Sit-ups (1 min)</b>	36	27
<b>Push-ups (1 min)</b>	27	14
<b>1.5 Mile Run</b>	12:25	15:14
	<b>Males (40-49)</b>	<b>Females (40-49)</b>
<b>Sit-ups (1 min)</b>	31	22
<b>Push-ups (1 min)</b>	21	11
<b>1.5 Mile Run</b>	13:05	16:13
	<b>Males (50-59)</b>	<b>Females (50-59)</b>
<b>Sit-ups (1 min)</b>	26	17
<b>Push-ups (1 min)</b>	15	13*
<b>1.5 Mile Run</b>	14:33	18:05
	<b>Males (60+)</b>	<b>Females (60+)</b>
<b>Sit-ups (1 min)</b>	20	8
<b>Push-ups (1 min)</b>	15	8*
<b>1.5 Mile Run</b>	16:19	20:08

AGREEMENT

After discussions during which each party had the opportunity to raise any and all relevant issues, the City of University Heights (the "City") and the Ohio Patrolmen's Benevolent Association (the "OPBA")(collectively, the "Parties") agree as follows:

1. Section 4 – Special Assignment – Additional Compensation, Article IX – Salaries and Other Compensation – of the Parties' collective bargaining agreement (the "Contract") will be amended by adding the following paragraph:

**Pursuant to the provisions of this section, the Chief of Police may establish the special assignment of "Corporal." Police employees given this assignment will be paid at the regular hourly rate for Sergeants under this Agreement for all hours worked when there is not also a Sergeant on duty. Police employees on this assignment will be paid at 1.5 times the regular hourly rate for Sergeants for all overtime hours (as defined by this Agreement) for all overtime hours worked when there is not also a Sergeant on duty.**

2. The City agrees to issue written guidance concerning the duties of the Corporal assignment and the criteria for selection for the assignment.
3. The Parties agree to discuss the function of the Corporal assignment as necessary in the future to maximize its effectiveness for the City and employees.

IT IS SO AGREED:

FOR THE CITY:

Susan K. Infeld 4-23-12  
Mayor Susan K. Infeld Date

Steve Hammett 4-23-12  
Steve Hammett Date  
Chief of Police

FOR THE OPBA:

Dustin Rogers 4-23-12  
Dustin Rogers Date

Christopher Gortz 042312  
Christopher Gortz Date