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AGREEMENT BETWEEN

THE CITY OF MAYFIELD HEIGHTS, OHIO

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (COMMUNICATIONS OFFICERS)

Effective: January 1, 2012 through December 31, 2014

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ARTICLE 1 AGREEMENT

1.01 This Agreement is entered into between the City of Mayfield Heights, Ohio, hereinafter referred to as the "City" or "Employer" and the OPBA, hereinafter referred to as the "Union."

ARTICLE 2 PURPOSE

2.01 The purpose of this Agreement is to provide a fair and reasonable method through which members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE 3 UNION RECOGNITION

3.01 The Employer recognizes the Ohio Patrolmen's Benevolent Association (OPBA) as the sole, exclusive representative for those employees of the Employer in the bargaining unit listed in Section 3.02. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit as certified by the Ohio State Employment Relations Board.

3.02 The term bargaining unit as used in this Collective Bargaining Agreement shall include the following:

(1) All full-time Communication Officers,
Case #02-REP-09-0178

3.03 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

3.04 In the event of a change of duties of a position, or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit or shall so advise the Union, in writing, within thirty (30) calendar days after the position is established. If the Union disputes the Employer's determination of bargaining unit status, it shall notify the Employer the parties shall meet and attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on inclusion they shall implement the agreement. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and SERB rules and regulations.

ARTICLE 4 NON-DISCRIMINATION

4.01 Neither the Employer nor the Union shall discriminate against any bargaining unit member on the basis of age, sex, race, color, creed, handicap, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

4.02 Where there is an alleged violation of the provisions of this Article that qualifies for a claim to the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Employer, member, and their representatives, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

4.03 All references to Union employees in this Agreement designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.

4.04 The Employer and Union agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership, or position in the Union.

ARTICLE 5 NO STRIKE/NO LOCKOUT

5.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the Employer. Furthermore, while on the Employer's premises, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 The Union and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.01. In the event any violation of Section 5.01 occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interference at once.

5.03 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein, including the necessity of just cause being required prior to the Employer applying discipline.

5.04 The Employer shall not lock out employees for the duration of this Agreement.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public

employer, standards of service, its overall budget, utilization of technology, and organizational structure;

B. direct, supervise, evaluate, or hire employees;

C. maintain and improve the efficiency and effectiveness of governmental operations;

D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees;

F. determine the adequacy of the workforce;

G. determine the overall mission of the Employer as a unit of government;

H. effectively manage the workforce; and

I. take action to carry out the mission of the public employer as a governmental unit.

6.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce, which the Employer has not specifically abridged, granted or modified by the express and specific provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 WORK RULES

7.01 The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures.

7.02 When possible, the Employer will notify employees of its intent to implement or revise any work rule, regulation, policy or procedure, including operational and/or tactical procedures seven days before the rule or policy becomes effective. The proposal shall be delivered to the Director of the Mayfield Heights' OPBA bargaining unit, and will be posted in a conspicuous place. Employees will be permitted to provide comments or suggestions regarding the proposed rule or policy by completing an approved form and delivering it to the Chief within five days after the proposal is delivered to the OPBA Director. The Chief of Police will consider each comment or suggestion and may amend, appeal, or implement the rule or policy at his sole discretion.

ARTICLE 8 CORRECTIVE ACTION

8.01 No member shall be suspended, removed, or reduced in pay or position or disciplined in any manner except for just cause.

8.02 Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

8.03 Whenever a member is accused of activity that could be considered a violation of the policies and rules of the Mayfield Heights Police Department, and the Department begins an investigation of the accusations, the member shall be notified that he or she is the object of the investigation and has a right to representation at any investigatory interviews at which the member is required to appear.

8.04 Whenever the Employer and/or his designee determine that there may be cause for a Union member to be disciplined (i.e., reprimanded, suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the Union member the opportunity to offer an explanation for the alleged conduct. The pre-disciplinary conference procedure shall be as follows:

A. The member shall be provided with a written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the hearing and shall inform the employee of the type of discipline (i.e., reprimand, suspension, reduction, or discharge) which may be rendered.

B. The hearing shall be conducted by the Chief of Police.

C. The affected member(s) may have a representative from the Association present at any such pre-disciplinary conference, the cost of which shall be borne by the member.

D. Pre-disciplinary conferences shall be held during the member's scheduled duty time, whenever possible. Said member shall remain in paid status for the duration of the conference.

E. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the employee with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the hearing. The Chief of Police will also decide the appropriate discipline and inform the member in writing.

Prior to the scheduled time of the pre-disciplinary conference, the member may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form (Appendix B).

8.05 If the Union member believes that an error has been made, either in the decision of the Chief of Police, or in the discipline imposed, the member may appeal pursuant to the following guidelines:

Step 1: Mayor

If the member is dissatisfied with the result of the pre-disciplinary conference, or has waived such conference, and has received an order of suspension, dismissal or reduction in rank, he may appeal such order to the mayor within ten (10) calendar days of receipt of the decision in the pre-disciplinary hearing. The appeal to the Mayor shall be in writing, shall include a copy of the predisciplinary conference determination, and shall specify the reason why the charged party believes the predisciplinary hearing decision is in error. The Mayor shall have ten (10) days in which to schedule a hearing with the charged member and the appropriate representative. The Mayor shall investigate and respond to the grievant and the appropriate Union representative within ten (10) days following the meeting. The charged party will have the opportunity to be represented and to present any evidence or testimony. The Mayor will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

Step 2: Arbitration

If the charged party is dissatisfied with the Step 1 determination, the member or the representative may make a written request that the matter be submitted to arbitration. The written request must be accompanied by proof from the Union representative that the Union has reviewed the Step 1 decision and that the appeal to Step 2 is being taken in good faith. A request for arbitration must be submitted to the office of the Mayor within ten (10) calendar days following the date of receipt of the Mayor's ruling. In the event the appeal is not referred to arbitration within the limits prescribed, it shall be considered resolved, based upon the Mayor's determination. The arbitration procedures are as follows:

A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:

   A. Rob Stein

   B. Jonathan Klein

   C. Nels Nelson

B. The list will rotate beginning with Mr. Stein, followed by Mr. Klein and then Mr. Nelson. Within ten (10) days after submission of a request for arbitration, the appropriate arbitrator will be contacted by the appealing party. The appealing party will obtain a list of available dates and contact the responding party. The parties will meet within ten (10) days thereafter and select a date for the arbitration. If for any reason the arbitrator is unable to hear the matter at issue within a mutually agreeable amount of time, the next arbitrator on the rotating list will be contacted. If any of the arbitrators on the foregoing list choose not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

C. The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days thereafter. The arbitrator shall limit the decision strictly to the charges in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement or any other duly-enacted ordinance, rule, regulation, or lawful order of the Chief of the Police Department, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to assert observation or declarations of opinion which are not directly essential in reaching a decision on the disciplinary action in question. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline imposed.

D. The question of arbitrability of a disciplinary matter may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the disciplinary matter is within the purview of arbitrability, the alleged matter will be heard on its merits before the same arbitrator.

E. The decision of the arbitrator shall be final and binding upon the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the employee. All costs directly related to the services of the arbitrator shall be equally divided. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties request a court reporter's recording or request a copy of any transcript.

8.06 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

8.07 In the event a step in the disciplinary procedure is vacant, appeals presented to the vacant step will proceed to the next step, without any loss of time.

8.08 The parties agree that all disciplinary procedures shall be carried out in a private and in a business-like manner.

8.09 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters under the following time frames:

Written reprimands	12 months
Suspensions of less than three (3) days	24 months
Suspensions of three (3) days or more	36 months

Provided, however, that written reprimands shall be removed from consideration after the conclusion of the twelve (12) month period only if there are no other records of disciplinary action of any kind within that time period. Records of disciplinary action involving suspensions shall be removed at the conclusion of the appropriate time period provided that no other suspension has occurred within that time period. A record of suspension shall not remain for future consideration past its limitations period because of the inclusion of a subsequent written reprimand.

8.10 It is the goal and policy of both the Employer and the Association to recognize and respect the constitutional rights of all persons. In that regard, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the United States shall be permanently subject to consideration in future disciplinary actions involving violations of any person's rights guaranteed by the Constitution or laws of the United States. However, if the employee is subsequently exonerated by a court of law in a criminal or civil action regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the union member has been exonerated.

ARTICLE 9 PERSONNEL FILES

9.01 It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his/her employees. All employees shall have access to their own individual personnel file for purpose of reviewing any documents contained in their personnel files. In addition, a department member may inspect the file to respond to a pending grievance or official matter.

9.02 Employees shall have access to their individual personnel files for review in the following manner:

A. Requests for review must be made in writing to the Employer or his designated representative.

B. All reviews shall be conducted during normal business hours.

903 Employee personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

9.04 Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Mayfield Heights Police Department, except with the written consent of the employee affected.

9.05 If, during the course of the review of a Union member's files, material is found which is considered negative or derogatory nature, the Union member may place in the file a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be remain in the file as long as the negative material remains.

9.06 Nothing herein shall prevent the dissemination of impersonal statistical information.

9.07 A Union member shall not have access to any other employee's personnel file.

ARTICLE 10 GRIEVANCE PROCEDURE

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

10.02 The term "grievance" shall mean an allegation by a Union member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

10.03 All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

10.04 Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

10.05 Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

10.06 All grievances should be filed using the grievance form as presented at Appendix A and provide the following information to be considered:

A. grieved employee's name and signature;

B. grieved employee's position;

C. date grievance was filed in writing;

D. date and time grievance occurred;

E. location where grievance occurred;

F. description of incident giving rise to the grievance;

G. specific articles and sections of the Agreement which are implicated; and

H. desired remedy to resolve the grievance.

10.07 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step One: Police Chief

A Union member having a grievance will reduce it to writing and present the written grievance to the Chief of the Police Department within ten (10) days of the incident giving rise to the grievance, or within ten (10) days when the member first learned of the incident (not to exceed thirty (30) days from the date of the action or event). The Chief or appropriate designee, shall discuss the grievance with the Union member and respond to the grievance within ten (10) days.

Step 2: Mayor

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the Union decide to process the grievance further, the Union may file an appeal with the Mayor within twenty (20) days after issuance of the Step 1 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 decision is in error. The Mayor shall have ten (10) days in which to schedule a meeting with the grieved employee and the appropriate Union representative. The Mayor shall investigate and respond to the grievant and appropriate Union representative within ten (10) days following the meeting.

Step 3: Arbitration

If the grievance is not satisfactorily settled at Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted to the Mayor within ten (10) days following the date the grievance was answered in Step 2. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply. The arbitration of grievances will proceed under the following guidelines:

A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:

1. Jonathan Klein

2. Nels Nelson

3. Rob Stein

B. The list will rotate beginning with Jonathan Klein, followed by Nels Nelson and then Rob Stein. Within ten (10) days after submission of a request for arbitration, the appropriate arbitrator will be contacted by the appealing party. The appealing party will obtain a list of available dates and contact the responding party. The parties will meet within ten (10) days thereafter and select a date for the arbitration. If for any reason the arbitrator is unable to hear the matter at issue within a mutually agreeable amount of time, the next arbitrator on the rotating list will be contacted. If any arbitrator on the foregoing list chooses not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

C. The arbitrator shall issue a decision within thirty (30) days after the hearing is closed. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

D. The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated nor make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

E. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

F. The decision of the arbitrator shall be final and binding upon the Union, the member, and the Employer. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

10.08 A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several members in the same manner, one (1) member shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance must sign the grievance.

10.09 A grievance can be started directly at Step 2 at the Union's option or at arbitration with the express agreement between the Employer and the Union.

10.10 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

10.11 In the event an office (Chief or Mayor) authorized to hear a grievance is vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the authorized person next in the grievance procedure.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

11.01 In the interest of sound labor/management relations, and upon written request from the Employer or the Union Chairman, once each calendar quarter and on a mutually agreeable day and time, the Mayor, Police Chief, and/or Finance Director and Executive Officer, shall meet with not more than four (4) representatives of the Union to discuss issues of mutual Labor/Management interest.

11.02 The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meetings. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Police Chief which affect the bargaining unit;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improvement of efficiency; and

F. To consider and discuss health and safety matters relating to employees.

11.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 12 LAYOFF AND RECALL

12.01 When the Employer determines a layoff is necessary, the Employer shall notify the affected members, in writing, at least five (5) calendar days in advance of the effective date of layoff. The Employer, upon written request from the Union, agrees to discuss with the representatives of the Union, the impact of the layoff on the bargaining unit members.

12.02 When the Employer determines layoffs will occur affected, members will be laid off in accordance with their seniority, with the least senior laid off first, providing that all students, temporary, part-time, seasonal, probational and provisional members in the dispatcher's office are laid off first.

12.03 Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members 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 classification to which they are recalled.

12.04 Notice of recall shall be sent to the member by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address provided by the member.

12.05 The recalled member shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The member shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice or agreed to by the member and the Chief of Police.

ARTICLE 13 UNION BUSINESS

13.01 The Employer agrees to admit non-employee Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the Union staff representative(s) shall identify himself to the Employer or the Chief of Police.

13.02 The Union shall provide the Employer an official roster of the OPBA's collective bargaining representatives, which is to be kept current at all times and shall include the following:

1. name;
2. address;
3. home telephone number;
4. immediate supervisor; and

5. Union office held.

No person shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

13.03 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during a member's regular duty hours, the member and one (1) representative shall not suffer any loss of pay while attending the hearing.

13.04 The Director of the Union or his designee may be granted time off with pay from his regularly-scheduled duty time only for the purpose of participating at the regular conferences, seminars, and special meetings sponsored by the union or the Fraternal Order of Police or their affiliates and any other conferences, seminars, or special meetings related to Union activities.

13.05 The President of the Union or his designee should request, in writing, and receive approval for such time off from the Chief of Police fourteen (14) calendar days prior to any such conference. The Chief will approve the requested time off unless the request bears no relationship to legitimate Union activity.

13.06 The OPBA's collective bargaining representative's leave shall not exceed a total of forty (40) hours per calendar year.

ARTICLE 14 BULLETIN BOARD SPACE

14.01 The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the Union.

14.02 All Union notices of any kind posted on the bulletin board shall bear the written approval of an officer or official designee of the Union.

14.03 The Union agrees that it will not post nor allow to appear any notices or other writings, which contain anything dealing with partisan politics, controversial matters, or criticism of the City, its officials or any employee.

14.04 Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 15 SENIORITY

15.01 Seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City of Mayfield Heights. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Continuous service shall be broken only by resignation, discharge, or retirement. Once continuous service is broken, unless the member is reinstated by an arbitrator or within the above stated thirty-one (31) day time period, the employee loses all previously-accumulated seniority.

15.02 All newly hired Communications Officers will serve a probationary period of eighteen months. The probationary period will count for purposes of seniority.

15.03 An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

15.04 In all matters requiring the Employer to consider and evaluate two (2) or more members within a particular classification on a comparative basis, such as, but not limited to selection of, job vacancies, vacation, and holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

15.05 Members laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

ARTICLE 16 DUES DEDUCTION

16.01 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all members in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to the Union's fair share fee, to be determined by the Union in accord with the provisions of Ohio Revised Code Section 4117.09 (C).

16.02 Any newly-hired employee in the bargaining unit shall, within sixty (60) days of employment, either elect to become a member of the Union or remit the fair share fee.

16.03 As provided in Ohio Revised Code Section 4117.09 (C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

16.04 The City agrees to deduct Union dues from any Union member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09 (C), and the Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

16.05 Deductions for dues and fair share fees will be made and paid monthly to the Union.

16.06 Any individual employee who objects to joining or financially supporting the Union, based on a bona fide religious tenet or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to dues, initiation fees, and assessments to a non-religious charity. The employee shall furnish written proof to the City and to the Union that this has been done.

ARTICLE 17 HOURS OF WORK

17.01 This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. This Article is intended to be used as a basis for the computation of overtime and shall not be construed as a guarantee of work per day or per week.

17.02 The standard work period for all employees covered by this Agreement shall be forty (40) hours inclusive of a one (1) hour lunch period. The work period shall be computed between (0000) hours on Sunday of each week and (2400) hours the following Saturday.

17.03 Members who are called to perform service outside of their regularly scheduled hours will be paid a minimum of three (3) hours or the number of hours worked whichever is greater.

ARTICLE 18 OVERTIME

18.01 When the Employer requires an employee to work in excess of forty (40) hours in a work period the employee shall be entitled to overtime compensation at one and one-half (1 1/2) times the employee's regular hourly rate of pay. The Employer or his designee shall approve all requests for overtime prior to scheduling overtime. Overtime hours worked by any employee without prior approval may not be approved for payment regardless of the circumstances involved in the overtime hours.

18.02 Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holiday, personal days, compensatory time and vacation days.

18.03 When the Employer determines that overtime is necessary, overtime shall be distributed by seniority as equally as possible.

18.04 The Employer will devise a program whereby vacancies created by the vacation or holidays of bargaining unit members will be made available to other bargaining unit members before being assigned to part-time employees. The program will give unit members the choice of working these days with the assignment being made in seniority order with the senior employee making the first choice and so on. The union agrees that if this Article proves to cause a reoccurring problem on either side, it will be resolved through Article XI.

ARTICLE 19 COMPENSATORY TIME

19.01 The member may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the Chief of Police or his designee.

19.02 If a unit member chooses to be compensated for overtime by taking additional time off, he or she must notify the Finance Department in writing of their decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the employee's overtime hours. An employee may accumulate a maximum of 53 hours and 20 minutes of overtime or the equivalent of 80 hours' straight time in the compensatory time bank. All overtime worked beyond the above maximum will be paid in cash. All accumulated compensatory time not taken by December 31 of any year will be paid in cash. Whenever an employee takes time off in lieu of compensation, the Chief of Police will notify the Finance Department who will make the appropriate reduction. The employee may rescind the notice to bank overtime at any time prior to December 31, following the date the above notice is served on the Finance Department, but may do so only once. If the employee rescinds the notice, he or she will be paid cash for overtime worked until December 31 of that year.

ARTICLE 20 WAGES

20.01 Employees covered by this Agreement shall be entitled to wages as follows:

Position		1-1-12	1-1-13	1-1-14
Communication Officer	Class A	$52,255	$53,561	$54,900
	Class B	$42,542	$43,605	$44,695
	Class C	$33,395	$34,299	$35,085

20.02 Any full-time communications officer chosen by the Chief of Police to perform training services for newly hired dispatchers will receive an additional twenty ($20.00) dollars for each day that training services are performed.

ARTICLE 21 LONGEVITY

21.01 All full-time employees shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the employee's date of hire. The longevity schedule is as follows:

1. After the completion of five (5) years of service, $45.00/month; ($540.00 yearly)

2. After the completion of ten (10) years of service, $55.00/month; ($660.00 yearly)

3. After the completion of fifteen (15) years of service, $75.00/month; ($900.00 yearly)

4. After the completion of twenty (20) years of service, $90.00/month; ($1,080.00 yearly)

5. After the completion of twenty-five (25) years of service, $100.00/month; ($1,200.00 yearly)

21.02 Longevity premium shall be payable together with, and in addition to, the regular salary payments.

21.03 All members meeting the requirements of Section 21.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the employee's anniversary date.

ARTICLE 22 EMERGENCY MEDICAL COMMUNICATION OFFICERS PREMIUM

22.01 A yearly premium of $1,500.00 will be paid to those communication's officers who have completed the required departmental power phone courses and have been appropriately certified to provide medical emergency instructions. The premium will be included in the members biweekly pay.

ARTICLE 23 TENURED EMPLOYEE

23.01 Any member upon reaching the tenth anniversary of full-time employment in the City of Mayfield Heights may apply to become a tenured employee, provided the member has no suspensions in his record for the time periods set forth in Section 8.09. The tenured employee position is not a position of rank, is not a promotion and carries no authority over any other employee. The tenured employee position is an honorary position in recognition of years of service and adherence to the standards of the Safety Departments. A decision on the application will be made within thirty (30) days after the application is received on the basis of the criteria as determined by the Employer.

23.02 Each member assigned to the position of tenured employee will receive an additional one thousand ($1,000.00) dollars per year for each calendar year as compensation as long as the designation of tenured employee is maintained. Any member who makes application and is assigned to the position of tenured employee during any calendar year, defined as January 1 to December 31, will be paid pro rata for the initial year.

23.03 On January 1 of each year following an assignment, each member declared to be a tenured employee will be reevaluated to ensure that each is maintaining a good performance standard. The Communications Supervisor will submit a performance appraisal to the Chief of Police evaluating performance of the officer on the basis of the criteria as determined by the Employer.

23.04 If, upon review of the performance appraisal, the Chief of Police determines that an officer has not performed to tenured employee standards during the preceding year, the Chief will inform the officer that tenured employee status is revoked. The Chief will also provide the member with a written statement outlining any deficiency upon which the decision was based.

23.05 Any member deprived of or refused tenured employee status will have fourteen (14) days after receipt of notification to appeal the Chief's decision. The appeal will be heard by a panel comprised of the Chief of Police, a person designated by the Union, and an officer chosen by the strike method from the duly appointed Sergeants, Lieutenants, and Captains with the appealing

party striking first. The panel selections are to take place within seven (7) days after receipt of the notice of appeal. The panel will hear the appeal within thirty (30) days after its composition is determined. The decision of the panel will be rendered within three (3) days after the hearing, and the decision is final and binding on all parties.

23.06 Any member found not qualified to be a tenured employee will be permitted to reapply. The application must be submitted by December 15 following the loss of tenured employee status. The Shift Supervisor and Sergeant will submit performance appraisals to the Chief outlining the applicant's performance during the previous year. The Chief will determine, on the basis of those reports, whether the applicant qualifies for tenured employee status. The Chief's decision on reapplication is final.

23.07 If a member who has been awarded tenured employee status is suspended in any calendar year and the suspension is not appealed or is upheld by an arbitrator, that officer is ineligible to be a tenured employee in the following calendar year. The Chief of Police will notify the member of his loss of tenured employee status prior to January 15, of the year following the suspension. There is no appeal from such notice. Any Officer deprived of corporal status because of suspension may reapply for the position of corporal by filing an application with the Communications Supervisor by December 15 of the year following the loss of tenured employee status and being reevaluated pursuant to the criterion set forth in the policy and procedures manual of the Mayfield Heights Police Department.

ARTICLE 24 SICK LEAVE

24.01 Sick Leave. All regular, full-time members shall be entitled to sick leave of 4.615 hours for each eighty (80) hours of service. Members may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other employees, and to illness in the employee's immediate family, defined as spouse, children, or parents that reside with the member. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish satisfactory affidavit that his absence was caused by illness due to any of the causes mentioned in this section.

24.02 Upon retirement, death, resignation or disability, each full-time bargaining union member shall be entitled to receive payment of one-half (1/2) of first 1,000 hours and one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

24.03 Sick Leave Conversion. Each regular, full-time member shall receive, at the end of each calendar year, at the regular hourly rate of pay, a total payment not to exceed forty (40) hours, provided that no sick leave has been used during that calendar year. Every hour of sick time taken during the year will be deducted from the forty (40) hour figure and no payment will be made if the member takes more than forty (40) hours sick leave. In addition, the amount of the unused sick leave, not exceeding forty (40) hours for which the foregoing payment is made shall not be reduced from the employee's unused, accumulated sick leave as set forth in Section 21.01.

24.04 For purposes of this Article only, a calendar year shall be defined as December 1 through November 30.

24.05 Members shall receive their conversion payment no later than sixty (60) days following the calendar year.

24.06 Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Chief or his designee.

24.07 In January of each year, any full-time member covered under the provisions of this Agreement who has at least one thousand (1000) hours of accumulated-unused sick leave may convert any time over one thousand (1000) hours into cash. The rate of conversion shall be one (1) hour pay for every three (3) hours of accumulated-unused time, up to a maximum of three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year, commencing January 1st of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the maximum payout will be decreased from three hundred (300) hours paid per individual to one hundred (100) hours for the remainder of the year.

24.08 The Police Chief may require an employee to be examined by a physician, designated by and paid for by the Employer. A member absent for more than five (5) consecutive days must provide a physician's report upon return to work in order to be eligible for sick leave payment, unless waived by the Police Chief.

24.09 The Police Chief may require an employee who has been absent due to personal injury or illness, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return will not jeopardize the health and safety of other employees.

ARTICLE 25 VACATIONS

25.01 Employees covered by this Agreement shall be granted vacation with pay, after one (1) year of continuous service with the City of Mayfield Heights. The vacation schedule shall be as follows:

After one (1) year of continuous full-time service	80 hours vacation
After six (6) years of continuous full-time service	120 hours vacation
After thirteen (13) years continuous full-time service	160 hours vacation
After nineteen (19) years continuous full-time service	200 hours vacation

25.02 All vacation time must be taken within the calendar year or it will be forfeited. Employees may make a written request to carry over unused vacation to the Mayor for consideration. The Mayor shall have final approval to grant a carry-over of vacation leave. The maximum amount of vacation that can be carried over into any subsequent year shall be two (2) weeks. Employees with

more than two (2) weeks of vacation carryover can maintain the current amount with no additional carryover, until the balance falls below the two (2) weeks.

25.03 Upon death, resignation, dismissal or retirement the member or his estate shall be paid for all accrued vacation leave at the then current rate of pay.

25.04 Each member is required to take at least two (2) weeks vacation. Members who are entitled to three (3) weeks may waive one (1) week (40 hours) of vacation and convert it to cash and work as scheduled. Members entitled to four (4) weeks or more of vacation may convert two (2) weeks (80 hours) to cash and work as scheduled. Payment will be made in December of the year in which the vacation would have been used. Commencing January 1, 2013, the maximum vacation conversion will be sixty (60) hours.

25.05 If a member separates employment in good standing, the member shall be entitled to be paid for all unused vacation time and a pro rata share for all accrued vacation credit for the calendar year in which the member terminates employment. The pro rata share will be determined based on the month and calculated by 1/12 shares.

ARTICLE 26 HOLIDAYS/PERSONAL DAYS

26.01 All full-time members covered by this Agreement shall receive time off with pay for the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

26.02 All full-time members covered by this Agreement shall receive time off with pay for four (4) personal days, to be taken at the member's option. Requests for personal days must be submitted seven (7) days prior to the requested day, this time requirement may be waived by the Chief of Police or his designee. Requests shall not be unreasonably denied. Any personal days or holidays not used by the end of the year will be paid in cash.

26.03 If a full-time member is assigned to work on any of the holidays listed in Section 26.01, that member may take another day off except as qualified by Section 26.02. An employee shall have the option to be compensated for the Holiday in lieu of receiving time off and work as scheduled. In order to be eligible for compensation, a notice must be submitted to the Chief of Police no less than five (5) days prior to the Holiday.

26.04 Newly hired union members will be paid for the holidays listed in Section 26.01 as they occur and may take personal days on a pro-rata basis at one for every ten (10) weeks of employment.

26.05 Members who actually perform service of Christmas Day, Thanksgiving Day and Labor Day will be paid at the rate of time and one-half (1 1/2) for all hours worked between 12:01 a.m. and 11:59 p.m. on the specified holiday.

ARTICLE 27 COURT TIME

27.01 Employees required to appear at Lyndhurst Municipal Court, when not on duty, shall receive a minimum of three (3) hours' pay.

27.02 Members appearing at other Courts or before the Grand Jury when not on duty shall receive a minimum of four (4) hours of pay.

27.03 Members who are required to be in a constant state of readiness until summoned to testify in a pending Court case, and are unable to perform non-duty related personal activities, shall be compensated for said hours in state of readiness.

ARTICLE 28 CLOTHING ALLOWANCE

28.01 Each Union member shall be entitled to eight hundred ($800.00) dollars in each year of the contract, payable in cash, one-half (1/2) paid in June and the balance paid in December of each year.

ARTICLE 29 BEREAVEMENT LEAVE

29.01 All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a member of his or her immediate family. Leave under this section must be taken with seven (7) days of the relation's death or at a later time with approval of the Mayor. Paid leave is unavailable on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The employer will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

29.02 Immediate family is defined as:

a. Spouse and natural children;
b. Step Child;
c. Parent;
d. Brother or Sister;
e. Grandparents;
f. Daughter- or Son-In-Law;
g. Mother- or Father-In-Law; or
h. Step-Parent

29.03 Upon the death of a sister-in-law or brother-in-law, step-brother or step-sister, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 29.01.

29.04 In addition to the foregoing, any member who is required to travel over 500 miles round trip to attend a funeral service as outlined in this section is entitled to receive one (1) day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

ARTICLE 30 JURY DUTY

30.01 Any member of the Police Department serving on Jury Duty, other than Voluntary Jury Duty, shall continue to receive his regular rate of pay for each work day missed due to jury service.

ARTICLE 31 LEAVE OF ABSENCE

31.01 Military leave shall be allowed in accordance with State and Federal law.

31.02 Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted for such period as deemed appropriate. Approval for said leaves shall be at discretion of the Mayor/Safety Director.

ARTICLE 32 HOSPITALIZATION

32.01 Effective January 1, 2012, the City will provide health insurance (PPO) for all full-time members from CIGNA for both medical and prescription coverage with five ($5.00) dollar brand-named and one ($1.00) dollar generic prescription co-pays (both with 30 day supply from retail pharmacy or 90 day supply by mail order), Guardian Dental Program Plus Orthodontic Services, and Meritas Group Vision Perfect Plan, or policies from other health insurance providers containing equivalent benefits. The City will also continue to offer a Health Savings Account (HSA) with the same coverage and contribution to the Health Savings Account for the purpose of fully covering deductibles as the plan in place for 2012, unless agreed otherwise.

32.02 New members shall be covered at the next monthly enrollment date.

32.03 The employee's monthly contribution to premium for a family plan will be six and five-tenths (6.5%) percent of the cost of the employee's health insurance. The contribution for employees with single plans will be fifty-five (55%) percent of the contribution for a family plan.

32.04 Commencing June 1, 2012, the employees' contribution to the cost of health insurance will be nine (9%) percent of the City's costs. Commencing January 1, 2014, the employees' contribution to health insurance will be ten (10%) percent of the City's costs.

32.05 It is also agreed that the City may make inquiries of other health insurance carriers, including dental and vision, regarding medical insurance benefits and that the Union will cooperate and negotiate for the purpose of obtaining the same or similar benefits at the lowest possible costs.

ARTICLE 33 SPECIAL ON-THE-JOB INJURY LEAVE

33.01 When a Union member is physically unfit for duty as a result of injury or illness incurred in the course of, and as a direct result of, lawful bona fide police work, as determined solely by the City, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this Article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days after the injury.

A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is required to actually participate in responding to a call to duty or performing service which involves direct physical intervention with the acts of an unruly prisoner, actual commission of a crime, enforcement of the law, apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, dispatching safety forces, lunch periods or break, or while in the employ of another person or entity.

33.02 In order to receive payment under this Article, the member must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must be taken within fourteen (14) days. The first three (3) days of on-the-job injury leave shall be charged as sick time. After the member has been off duty for fourteen (14) calendar days because of an injury covered under this Section, the initial three (3) days of sick time will be converted to on-the-job injury leave.

33.03 Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after the date on which the injury occurred, or at such earlier time as provided below:

A. When the member is released by his or her physician to return to work;

B. At such time that the member is declared capable of performing his or her normal duties by a physician appointed by the Employer;

C. If, prior to release for normal duties, it is determined by a physician that the member is capable of performing limited work assignments, the member shall immediately report for duty under the conditions set forth in the physician's certificate;

D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the member is capable of resuming normal, unlimited duties;

E. Any member applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the Employer's request, file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC). The member shall remit to the Employer all income benefits paid by OBWC for income lost during the period which the member received full pay from the Employer while on leave as provided in this Article. In the event the claim is denied by OBWC, the member's time off shall revert to sick leave status, and shall be charged with sick leave and/or

vacation leave for all time paid by the Employer for the leave. It is understood and agreed that the Employer's obligation under this Article is only the difference between the member's regular rate of pay and the amount of income benefits paid to the employee by OBWC. Paid on-the-job injury leave is not in addition to OBWC benefits.

33.04 Members who take sick leave because of, and in conjunction with, on-the-job injury leave, as required by Section 33.02, will not be considered to have used sick leave for purpose of the incentive provided in Article XXVII.

ARTICLE 34 PROFESSIONAL LIABILITY INSURANCE

34.01 The City will provide professional liability insurance coverage for all members in the bargaining unit. The expense for said coverage will be paid by the City.

34.02 Employees engaged in City-authorized and City-approved outside law enforcement employment or activities will be covered for those activities and employment. Members must follow departmental policies and procedures for outside employment or activities to maintain this coverage.

ARTICLE 35 LIFE INSURANCE

35.01 The City will provide each member with term life insurance in the amount of thirty thousand ($30,000.00) dollars which will be effective from the date of hire through separation.

ARTICLE 36 SEVERABILITY

36.01 In the event any one (1) or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

36.02 If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

36.03 Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 37 MERIT DAY

37.01 The Mayor, after a recommendation from the Chief, is authorized to award members with a "Merit Day."

37.02 The Chief of the Police or Fire Department or designee may recommend the award of a merit day to the Mayor when it is believed that a member of the bargaining unit has performed service on behalf of the City of Mayfield Heights that is exemplary or meritorious.

37.03 The final award of a merit day is totally discretionary with the Mayor and any decision regarding the approval of the Chief's recommendation is not subject to the grievance procedure and may not be appealed in any forum.

37.04 A merit day will consist of one (1) shift off duty with full pay and benefits to be assigned by the Chief of the Police Department, depending on availability of personnel, after the Mayor has authorized the award

37.05 A merit day is considered time worked for overtime purposes.

37.06 It is recognized by the parties that the award of a merit day is not a contractual right, but is a privilege, and that the recommendation of the Chief and award of the Mayor, and the basis upon which any merit day is ever awarded or denied, is totally and completely within the discretion of the Police Chief, Fire Chief and the Mayor, and that the decision of either is final and unappealable.

ARTICLE 38 EDUCATIONAL BENEFIT

38.01 Members shall be eligible for the reimbursement of tuition plus reasonable costs for books and fees resulting from the member taking courses from an accredited institution of higher learning providing that:

1. The courses are directly related to the work assignment of the member or will improve the member's efficiency as a Mayfield Heights employee or aid in obtaining an appointment to a higher position in the City of Mayfield Heights.

2. All courses must be approved in advance by the Mayor.

3. The employee must attain a grade of "C" or better or provide evidence of successful completion if a grading system is not used.

4. The grade received for the course and receipt for the tuition are submitted to the Finance Director.

5. The amount of tuition to be paid by the City shall not exceed the amount then charged per-credit hour by Cleveland State University with a per quarter or semester maximum of eight (8) credit hours.

38.02 The City of Mayfield Heights will continue to pay the costs for license fees, applications, courses or continuing education which members are required by law to attend or are necessary for the performance in that person's employment category. The City will not pay for or reimburse any member who does not pass or successfully complete the course or program.

ARTICLE 39 MATRON DUTY/JAIL MONITOR

39.01 A female Communications Officer required to conduct a search of a female prisoner in accordance with the policies and procedures of the Mayfield Heights Police Department, will be paid an additional twenty-five ($25.00) dollars for each search.

39.02 Full-time Communications Officers are required, as an integral part of their duties, to observe activities in its jail facility through a televised monitor located in the dispatch office. In addition, the full-time Communications Officers are required to report all suspicious activity in the jail facility and to respond to the needs of prisoners by contacting the officer-in-charge of the police department. Each full-time Communications Officer will be paid four hundred ($400.00) dollars per year, proportioned through their regular paychecks, for fulfilling these duties. The stipend will be prorated on a monthly basis for new hires.

ARTICLE 40 WAIVER IN CASE OF EMERGENCY

40.01 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

A. time limits for the Employer or the Union replies on grievances, and

B. all work rules and/or agreements and practices relating to the assignment of all employees.

40.02 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

40.03 An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency but in any event after a period of no longer than ten (10) days.

ARTICLE 41 DURATION OF AGREEMENT

41.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise agreed shall become effective upon execution and shall remain in full force and effect until December 31, 2014.

41.02 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, no later than sixty (60) calendar days prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt requested.

APPENDIX "A"
CITY OF MAYFIELD HEIGHTS POLICE DEPARTMENT
GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

_____ _____
(Date) (Time)

Nature of grievance, Article and Section allegedly violated. _____

_____

_____

Statement of facts. _____

_____

_____

_____

Relief requested. _____

_____

STEP 1 - CHIEF OF POLICE DEPARTMENT OR DESIGNEE, CITY OF MAYFIELD HEIGHTS

Delivered by Grievant to the Chief of the Police Department or designee.

Received by _____ Date _____

Chief of Police Department Answer:

_____

_____

_____

_____

Signature _____ Date _____
(Chief of Police Department)

Received by _____ Date _____
(Grievant)

STEP 2 – APPEAL TO MAYOR

REASON FOR APPEAL _____

_____

_____

RELIEF REQUESTED _____

_____

_____

SIGNATURE OF GRIEVANT _____ DATE _____

RECEIVED BY _____ DATE _____

MAYOR'S ANSWER _____

_____

_____

_____

MAYOR'S SIGNATURE _____DATE_____

RECEIVED BY GRIEVANT_____ DATE _____

If the member is dissatisfied with the Mayor's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Mayor's office within ten (10) days of receipt of the Mayor's decision.

WAIVER OF PREDISCIPLINARY HEARING FORM
APPENDIX "B"

NAME OF EMPLOYEE _____

POSITION OF EMPLOYEE _____

The undersigned hereby notifies the Chief of the Police Department or designee, that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 8.03, retaining all rights to appeal the decision of the Chief as set forth in Article VIII, Corrective Action.

_____
Signature of Employee

_____
Date

ARTICLE 42 **TOTAL AGREEMENT**

42.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure.

In witness whereof, the parties hereto affix their signatures this _____ day of _____, 2012.

FOR THE EMPLOYER

Mayor, City of Mayfield Heights

Chief, Division of Police
City of Mayfield Heights

FOR THE UNION

Ohio Patrolmen's Benevolent Association
Bargaining Representative

Ohio Patrolmens' Benevolent Association
Bargaining Representative

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