



**AGREEMENT**

**BETWEEN**

**CITY OF RICHMOND HEIGHTS, OHIO**

**AND**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(DISPATCHERS/CLERKS)**

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**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
Article 1 - Purpose and Intent .....	1
Article 2 - Union Recognition .....	1
Article 3 - Agency Shop/Dues Deduction .....	1
Article 4 - Management Rights.....	2
Article 5 - No Strike/No Lockout .....	4
Article 6 - Probationary Period .....	5
Article 7 - Non-Discrimination.....	5
Article 8 - Labor/Management Committee.....	5
Article 9 - Grievance Procedure.....	6
Article 10 - Corrective Action .....	11
Article 11 - OPBA Activity .....	13
Article 12 - Layoff and Recall .....	15
Article 13 - Seniority.....	15
Article 14 - Salary Schedule .....	17
Article 15 - High Risk Injuries Applicable to Matron Duty and Jailer Duty.....	19
Article 16 - Holidays.....	19
Article 17 - Sick Leave .....	20
Article 18 - Funeral Leave .....	23
Article 19 - On-Duty-Injury Leave .....	23
Article 20 - Overtime Rate.....	27
Article 21 - Uniform Allowance .....	28
Article 22 - Insurance.....	29

Article 23 - Longevity .....	30
Article 24 - Vacations .....	30
Article 25 - Shift Exchange - Court Time.....	31
Article 26 - Personnel Files and Policy.....	32
Article 27 - Bulletin Board Space .....	32
Article 28 - Work Rules .....	33
Article 29 - Severability .....	34
Article 30 - Application .....	34
Article 31 - Obligation to Negotiate .....	35
Article 32 - Legislative Approval .....	35
Article 33 - Term of Agreement/Negotiation Procedure .....	35
Signature Page.....	41

## ARTICLE I

### PURPOSE AND INTENT

**Section 1.1.** This Agreement entered into by the City of Richmond Heights, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter referred to as the "Union," has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code.
- B. Set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE 2

### UNION RECOGNITION

**Section 2.1.** The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining unit listed in Section 2.2. 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.

**Section 2.2.** The term "bargaining unit" shall be defined as follows: All dispatchers and clerks in the Police Department, also designated as Deputy Clerk of Courts.

**Section 2.3.** All positions and classifications not specifically stated herein as being included in the bargaining unit and the secretary to the Police Chief shall be excluded from the bargaining unit.

## ARTICLE 3

### AGENCY SHOP/DUES DEDUCTION

**Section 3.1.** Upon the effective date of this agreement, or within thirty (30) days thereafter, 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 to be determined in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within thirty (30) days after their appointments become permanent, either elect to become members of the OPBA or remit the fair share fee. Nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

**Section 3.2.** The Employer agrees to deduct OPBA dues from any OPBA 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 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.

Deductions for dues and fair share fees will be made at least on a monthly basis, and paid to the Treasurer, OPBA, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133, with the Employer providing a list of those employees for whom dues and fair share fee deductions have been made.

**Section 3.3.** A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

#### **ARTICLE 4**

##### **MANAGEMENT RIGHTS**

**Section 4.1.** Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely, exclusively, and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the

Division of Police and the Division of Fire of the Department of Public Safety, determine staffing policies, 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 (the Employer shall supply these in printed form to the Union and each employee, and any changes shall be communicated in advance to the Officers of the Union);
- C. To determine the size, composition and adequacy of the work force;
- D. To establish and determine job qualifications and duties and to establish the education and training requirements of the Department;
- E. To establish or modify job classifications;
- F. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;
- G. To lay off employees;
- H. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- I. To determine location of facilities and to introduce new and/or improved equipment and methods;
- J. To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;
- K. 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 Administration.

## ARTICLE 5

### NO STRIKE/NO LOCKOUT

**Section 5.1.** The Employer and the OPBA recognize that “negative work actions” as defined in Section 5.1(A) would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The OPBA 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, walkout, concerted “sick” leave, work stoppage, sympathy strike, picketing or interference of any kind with any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.
- B. 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 5.1 (A). In the event any violation of Section 5.1 (A) occurs, the OPBA 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 OPBA. Furthermore, the OPBA shall immediately advise all employees to return to work and to end such interference at once.

**Section 5.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.1 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.

**Section 5.3.** The Employer shall not lock out employees for the duration of this Agreement.

**Section 5.4.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

## ARTICLE 6

### PROBATIONARY PERIOD

**Section 6.1.** All full-time employees shall be required to successfully complete a probationary period of one (1) year, prior to their permanent appointment. The probationary period shall begin on the first day for which the employee receives compensation from the Employer.

**Section 6.2.** Probationary employees may be removed during their initial probationary period. Removal during the probationary period is not appealable through the grievance procedure contained herein.

## ARTICLE 7

### NON-DISCRIMINATION

**Section 7.1.** Neither the Employer nor the OPBA shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap or national origin.

**Section 7.2.** All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 7.3.** The Employer and OPBA agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership or position in the OPBA.

## ARTICLE 8

### LABOR/MANAGEMENT COMMITTEE

**Section 8.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Safety Director and Police Chief, or their designees, shall meet with not more than two (2) representatives of the OPBA to discuss issues of mutual labor/management interest.

**Section 8.2.** Each party may furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the OPBA, shall include the names of the bargaining unit representatives who will be attending. The purposes of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the OPBA 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.

**Section 8.3.** 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.

**Section 8.4.** The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

**Section 8.5.** There shall be a time limit not to exceed two (2) hours for said meetings. The parties may, by mutual consent, continue the meetings past the time limits established herein.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

**Section 9.1.** The term “grievance” shall mean an allegation by a bargaining unit employee 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, nor those matters not covered by this Agreement.

**Section 9.2.** All grievances must be processed at the proper step in the progression in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

**Section 9.3.** All written grievances should contain the following information itemized below. Notwithstanding same, inadvertent error or omission will not preclude further proceeding through the Grievance Process.

- A. Aggrieved employee's name and signature (or the name and signature of grievant's representative);
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed with immediate supervisor;
- D. Date grievance is being filed in writing;
- E. Date and time incident(s) occurred;
- F. Where incident(s) occurred;
- G. Description of incident(s) giving rise to the grievance;
- H. Resolution requested.

**Section 9.4.** Wherever used in this procedure, unless otherwise specified, "days" shall mean calendar days, excluding Saturdays, Sundays or Holidays, as provided for in this Agreement.

**Section 9.5.** A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, all affected members shall sign the grievance but only one (1) member selected by such group will process the grievance.

**Section 9.6.** The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the employee knew or should have known of the error or omission.

**Section 9.7.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step above that from which it originated.

**Section 9.8.** The time limitations provided in the Article shall be strictly adhered to and may be extended only by mutual written agreement between the Employer and the OPBA. The preparation and processing of grievances shall be conducted during non-working hours, except as provided herein.

**Section 9.9.** Every responsible effort shall be made by both parties to resolve grievances at the earliest step possible. Therefore, the following procedure shall be followed:

**STEP 1 - IMMEDIATE SUPERVISOR**

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The immediate supervisor will schedule an informal meeting with the employee and his steward, if the employee requests such presence, within seven (7) days of the date of the notice by the employee. The immediate supervisor and the employee, along with the employee's steward, if a steward has been requested by the employee, will discuss the issue in dispute with the objective of resolving the matter informally.

**STEP 2 - POLICE CHIEF**

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief within seven (7) days of the

informal meeting or notification of the immediate supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting, if the immediate supervisor fails to give the employee an answer. The Chief shall give his answer in writing, within seven (7) days of the meeting to the aggrieved party, with a copy to the employee's representative.

### STEP 3 - MAYOR

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with appeal. The Mayor or his designee shall commence a hearing within ten (10) days of the receipt of the appeal. The hearing shall be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy to the employee's representative, within fifteen (15) days from the date of the hearing.

### STEP 4 - ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the OPBA may make a written request that the grievance be submitted within ten (10) days following the date the grievance was answered in Step 3. In the event arbitration is not requested within the time limit prescribed, the grievance shall be considered resolved, based upon the Step 3 reply.

**Section 9.10.** The parties will 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 list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

**Section 9.11.** The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of specific articles or sections of this Agreement. 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 his determination on any issue presented that is proper within the limitations expressed herein.

**Section 9.12.** The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discipline, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date of incident.

**Section 9.13.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

**Section 9.14.** The decision of the arbitrator shall be final and binding upon the Employer, the employee, and the Union. Any cost involved in obtaining the initial list of arbitrators shall be shared equally between the Employer and the Union. All costs directly related to the services of the arbitrator shall be shared equally between the Employer and the Union. Expenses of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one, and such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

**Section 9.15.** Any employee or City official requested to appear at a hearing before the Mayor or before the arbitrator by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the mayoral or arbitrator's hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance exceed one (1), excluding the grievant(s) and the representative of the Association.

**Section 9.16.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure and arbitration procedure contained herein.

**Section 9.17.** The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue any other remedies. If an employee pursues other remedies not provided herein, he is deemed to automatically waive and forfeit the remedies provided by this grievance procedure.

**Section 9.18.** This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way any of the provisions of this Agreement.

## **ARTICLE 10**

### **CORRECTIVE ACTION**

**Section 10.1.** No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

**Section 10.2.**

- A. Discipline will be applied in a corrective, progressive and uniform manner. The Employer will inform an employee of any disciplinary action taken against him within seven (7) days of the person initiating the action having obtained knowledge of the incident giving rise to that disciplinary action.
- B. 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.
- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended for more than three (3) days without

pay, reduced or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The affected employee(s) may elect to have a representative of the OPBA present at any such pre-disciplinary conference. The pre-disciplinary conference procedure shall be conducted with the following rules:

1. The employee shall be provided with a written notice from the employee's supervisor or Executive Lieutenant advising him of the nature of the charge(s) and the date, time and location of the hearing. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.
2. The hearing shall be conducted before an administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.
3. Within five (5) calendar days after the hearing, the administrator shall provide the employee with a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the Employer.

**Section 10.3.** Following the conference, any employee receiving an order for demotion, suspension without pay or dismissal may appeal such order through the grievance procedure commencing at Step 3 within seven (7) working days of receipt of the decision.

**Section 10.4.** Prior to the scheduled time of the conference, the employee may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives his/her right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

**Section 10.5.** The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

**Section 10.6.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and written reprimands	1 year
Suspensions of less than 3 days	1-1/2 years
Suspensions of 3 days or more	2 years

**ARTICLE 11**

**OPBA ACTIVITY**

**Section 11.1.** The Employer agrees to admit one (1) non-employee OPBA Staff Representative to the Employer's facilities during the Employer's normal business hours, Monday through Friday.

The Staff Representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours' advance notice is given to the Employer. Upon arrival, the OPBA Staff Representative shall identify himself to the Employer or the Employer's designated representative.

**Section 11.2.** The OPBA shall submit, in writing, the names of employees in the OPBA who act as OPBA stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the Local OPBA.

**Section 11.3.** The OPBA shall provide to the Employer an official roster of its officers and stewards 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
5. OPBA office held

No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

**Section 11.4.** The writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**Section 11.5.** Rules governing the activity of OPBA representatives are as follows:

- A. The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent specifically authorized herein.
- B. The OPBA shall not conduct OPBA activities in any work areas without approval of the Chief of Police of the nature of the OPBA activity.
- C. OPBA activity may be permitted as long as the OPBA activity is not disruptive to the operations of the department, as determined by the Police Chief or his designee. When determined that such activity should cease, the OPBA employee official shall cease activities immediately upon the request of the Police Chief of the area where the OPBA activity is being conducted or upon the request of the employee's immediate supervisor.

**Section 11.6.** The OPBA shall submit to the Mayor or his designee any and all requests to use City property to conduct OPBA business. All requests must be in writing and submitted in advance of the scheduled meeting.

**Section 11.7.** An OPBA employee abusing the rules of this Article is subject to disciplinary action.

**Section 11.8.** Two (2) members of the collective bargaining unit designated and approved by the OPBA shall be allowed time off with pay to attend OPBA business which shall include contract negotiations, attendance at union meetings, seminars and conferences. The total amount of time off with pay for said meetings shall not exceed twenty (20) hours per calendar year for each of the OPBA members.

## ARTICLE 12

### LAYOFF AND RECALL

**Section 12.1. Order of Layoff.** Whenever it becomes necessary to lay off employees within the bargaining unit, those persons who have been appointed last shall be first to be laid off from the Department.

**Section 12.2 Layoff List Required.** A layoff list shall be established by the City whenever anyone is laid off. The last person laid off shall be the name at the top of the list for the bargaining unit.

**Section 12.3. Reappointment When Layoff Condition is Removed.** When the conditions necessitating the layoff have been removed, a position shall be filled from the layoff list. The name placed on the list last shall be the first one used to fill the reappointment.

**Section 12.4. Duration of Layoff List.** An employee who was laid off under those rules shall be entitled to reappointment as provided for two (2) years from the effective date of layoff.

**Section 12.5. Notification of Reappointment.** No new employees shall be hired until all laid off employees have been given thirty (30) days' written notice to return to work. They shall be notified by certified mail, return receipt requested, to their last known address. Persons on the layoff list shall be notified whenever there is a change of position on the list, or removal. Upon failure of the last laid-off employee to report for duty after receipt of the written notice to return to work, the Employer may hire a new employee for such position.

## ARTICLE 13

### SENIORITY

**Section 13.1. Definition of Seniority.** Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time service since his last date of hire, less any adjustments due to layoff and approved leaves of absence without pay.

**Section 13.2. Determination of Seniority for Same Day Hires.** Seniority shall be computed from the date of appointment.

**Section 13.3. Termination of Seniority.** Seniority and the employment relationship shall be terminated when an employee:

1. quits; or
2. is discharged for just cause; or
3. is absent for three (3) consecutive working days without notifying the City, or without good cause; or
4. is laid off and fails to report for work within thirty (30) working days after having been recalled; or
5. does not report for work within three (3) days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the City; or
6. is laid off for a period in excess of two (2) years; or
7. retires or is retired.

**Section 13.4. Seniority Roster.** The City shall maintain and keep current a seniority roster noting date of hire, current rate of pay, current position by job title and/or classification. The seniority roster shall be made available for inspection by an authorized OPBA representative at all times.

**Section 13.5. Job Positions.** The Employer will post available job or shift openings within the collective bargaining unit that may be applied for and assigned to collective bargaining unit members by seniority.

**ARTICLE 14**  
**SALARY SCHEDULE**

	Effective 7/1/2013	1/1/2014	1/1/2015
	1.50%	1.50%	2.00%
Start	\$15.18	\$15.41	\$15.72
After 6 months	\$17.43	\$17.69	\$18.04
After 1 year	\$19.69	\$19.99	\$20.39
After 2 years	\$22.15	\$22.48	\$22.93

**Section 14.2.** The set wage rate from “Start” through “After 1 year” shall represent the minimum wages permitted. The City has the right to pay an individual more than the set wage rate for those steps if necessary to hire experienced individuals. The wage rate for “After 2 years” shall remain fixed for all employees.

**Section 14.3.** Additional compensation will be paid for the following special assignments:

- a. Matron Duty/Jailer Duty: \$25.00 per day to employees assigned to this duty for all jail contact, per day, which shall include showering, searching or any supervision or transporting of prisoners.
- b. Field Training Officer - \$50.00 per month.

**Section 14.4.** Employees called into work for Matron Duty or Jailer Duty, for time which does not abut their normal shift, shall receive a minimum three (3) hours of regular base pay. When employees are assigned to Matron Duty or Jailer Duty, they shall receive additional compensation as noted in Section 14.3 above.

**Section 14.5.** Whenever possible, the Employer shall assist the employees in off-duty education as long as it does not inconvenience other employees. The Employer shall schedule a minimum of one (1) school a year per person. The individual employee shall be allowed to

choose the school of choice, subject to the concurrence of the Chief of Police, and provided that the cost of the school is within the budget.

Any employee who attends an accredited college and who receives a grade of "C" or better shall be eligible to receive tuition reimbursement, provided that the employee has received permission to take the course(s) from the Chief of Police. Such permission shall not be unreasonably withheld.

**Section 14.6.** Except in the case of emergency, each employee shall be entitled to one-half (½) hour of paid lunch time and a fifteen (15) minute break for each four (4) hours worked.

**Section 14.7. Proficiency Allowance.** The City shall provide a proficiency allowance for all members of the bargaining unit as follows:

- a. Employees shall receive an automatic payment of \$1,250.00 as a proficiency allowance for participation in the Cooper Fitness Protocol, maintenance of LEADS, CRIS and CCH certification as required, and maintaining AED certification as required.
- b. Employees may receive an additional annual allowance of \$750.00 effective by achieving the 50<sup>th</sup> percentile in the Cooper Fitness Protocol, specifically, the "Single Standard General Population Norms." Employees who achieve consecutive passing marks will receive \$750.00 annually. Such test shall consist of the following six (6) events:

1.5 mile run	Sit and Reach
Push-ups	Leg Press
Sit-ups	Bench Press

The highest scores on five (5) events will be used to compile an average final score. The physical test shall be given twice (2x) per year with a minimum of three (3) events offered.

- c. Payment of the proficiency allowance shall be made on the following dates:
  1. March 1<sup>st</sup> of each contract year will be the date of payment for the automatic allowance.
  2. October 6<sup>st</sup> for contract years 2014 and 2015 for those who have earned the \$ 750.00 allowance by the passing the criteria in paragraph (b) above

## **ARTICLE 15**

### **HIGH RISK INJURIES APPLICABLE TO MATRON DUTY AND JAILER DUTY**

**Section 15.1.** Whenever a full-time employee, during the lawful performance of assigned duties as a direct result of a situation or circumstance while performing Matron Duty or Jailer Duty suffers injuries causing total disability for more than three (3) full workdays, the provisions of Article 19, On-Duty-Injury Leave, shall apply.

## **ARTICLE 16**

### **HOLIDAYS**

**Section 16.1.** Each member of the bargaining unit shall receive the following eleven (11) paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve
11. Employee's birthday

**Section 16.2.** Eleven (11) holidays in lieu of time off shall be paid to qualified employees on the last pay date in November. The amount paid will be prorated on the same basis as the overtime pay. Each member of the bargaining unit shall receive one (1) additional personal day. Such day shall not be considered a "holiday" and shall not be subject to the rules and regulations of such regular holidays. This personal day may be taken on an as-needed basis with prior approval of the Chief and/or his designees. This day must be used by December 15 or will be paid.

**Section 16.3.** All hours worked by Dispatchers on holidays commencing January 17, 2012 will be paid an extra seventy cents (\$0.70) per hour.

## **ARTICLE 17**

### **SICK LEAVE**

**Section 17.1. Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including vacation, holidays and sick leave, but not during a leave of absence or layoff to a limit of one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 17.2. Retention of Sick Leave.** An employee who transfers from another public agency to the City of Richmond Heights, who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the City of Richmond Heights, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his re-employment with the City of Richmond Heights, provided that such re-employment takes place within two (2) years of the date on which the employee was last terminated from public service. To obtain such credit, the employee shall submit to the Director of Finance a certified record from the previous employer within six (6) months of employment by the City of Richmond Heights. Failure to comply within the time limit shall preclude any claim for such benefit.

**Section 17.3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave without pay or may take unused vacation in accordance with the appropriate section of this Agreement.

**Section 17.4. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

**Section 17.5. Uses of Sick Leave.** Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury to the employee;
2. Serious illness, injury or death of a member of the employee's immediate family where it is necessary for the employee to be absent from work and the employee is granted emergency leave;
3. Medical, dental or optical examination or treatment of the employee which cannot be scheduled during non-work hours, provided the employee shall produce evidence to the Chief that such examination or treatment cannot be made during non-working hours;
4. If a member of the immediate family residing with the employee is infected with a contagious disease and, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. Employee/spouse pregnancy and/or childbirth and other conditions related thereto in accordance with existing City pregnancy policy.

**Section 17.6.** For the purpose of this Article, immediate family is defined to include the following:

- |                   |                                         |
|-------------------|-----------------------------------------|
| 1. Current spouse | 6. Grandparents                         |
| 2. Child          | 7. Parents-in-law                       |
| 3. Parents        | 8. Step-child(Living in same household) |
| 4. Brothers       | 9. Aunts and Uncles                     |
| 5. Sisters        |                                         |

**Section 17.7. Evidence Required for Sick Leave Usage.** The Employer may require an employee to furnish a written statement, signed by the employee, explaining the nature of the illness.

**Section 17.8. Notification by Employee.** When an employee is unable to work, he/she will attempt to notify the immediate supervisor or other designated person, no later than one (1)

hour before the time he/she is scheduled to report to work for the 7 a.m. to 3 p.m. shift and no later than two (2) hours before he/she is scheduled to work the 3 p.m. to 11 p.m., or 11 p.m. to 7 a.m. shifts on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

**Section 17.9. Physician Statement.** The employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform the employee's duties for absences of four (4) or more consecutive workdays due to illness. Whenever the Employer finds abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of such leave.

**Section 17.10. Physician Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Department.

**Section 17.11.** Upon retirement or separation from employment after fifteen (15) years of service, each full-time employee or the estate of the employee, shall be entitled to receive credit and payment for one-third (1/3) of the employee's accrued unused sick leave. Such payment will be made in cash equal to the hourly rate of pay at time of retirement, multiplied by one-third (1/3) the total number of sick leave hours the employee accrued. The maximum number of hours qualifying for such payment shall not exceed ~~six~~-nine hundred sixty (960) hours. Payment shall be at the employee's rate of pay at retirement.

**Section 17.12.** In the event of an employee's death, accrued sick leave time shall be paid to the estate of the deceased employee in accordance with Section 17.11.

**Section 17.13.** When an employee has completed ninety (90) consecutive calendar days of service during the calendar year (January 1 to December 31) and has not used any sick leave, he shall be given the equivalent of one (1) eight (8) hour day in cash.

## **ARTICLE 18**

### **FUNERAL LEAVE**

**Section 18.1.** The Mayor may allow an employee paid time off work, not to exceed three (3) eight (8) hour days, because of death in his or her family of a mother, father, sister, brother, spouse, child, grandparent, mother-in-law, father-in-law, aunts and uncles. In the event of the death of other relatives in the employee's immediate family, the Mayor may, within the above limitation, allow such time off as he deems necessary depending on the circumstances of each situation. The use of emergency leave is a privilege which must be specifically requested by the employee, or his or her department head, and granted by the Mayor and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor. In cases where more time off is desired than granted, the employee shall request in advance the use of his accrued vacation or sick leave credits for such additional time.

## **ARTICLE 19**

### **ON-DUTY-INJURY LEAVE**

**Section 19.1.** All regular full-time employees of the Police Department injured and incapacitated in the actual discharge of their duty who, as a result thereof, are compelled to be absent from duty, shall be entitled to leave of absence with pay subject to the following conditions:

A. Eligibility

Each employee shall, in addition to the benefit provided by the State of Ohio through "Workers' Compensation," be entitled to receive an Injury-on-Duty Benefit provided by the City.

An Occupational Injury Benefit of up to four hundred eighty (480) hours with pay may, with the approval of the Director of Department of Public Safety (hereinafter referred to as the Director of Safety), be granted as a result of an injury on duty incurred in the line of duty, except when employee is not actually engaged in the course or scope of his employment, or on personal business.

B. Period of Absence

1. Absence from duty with pay resulting from injuries received in the actual discharge of an employee's duties shall not exceed four hundred eighty (480) hours from the date the employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Mayor after his review of the investigation and written report.
2. Employees requiring further medical treatment, after returning to duty from the same injury or the treatment thereof, for which such leave was granted, may apply to the Mayor for the use of any unliquidated portion of the previously granted injured-on-duty leave. Further allowances may be granted only for surgical, therapeutic or rehabilitation procedures and only when such treatment cannot be obtained during non-duty hours.
3. The total period of absence from duty with pay for injury received in the actual performance of duty shall not exceed four hundred eighty (480) hours unless extension is approved by the Mayor after his review of the investigation and written report.
4. No employee of the Police Department may receive injured-on-duty leave for any purpose after three (3) years from the date of the injury for which such leave was originally granted.

C. Employee Responsibility

1. The injured employee shall immediately report any injury received on duty to supervision. The report shall be filed during the tour of duty on the date the injury is received.
2. Thereafter within no less than three (3) days of the injury, the injured employee shall report the injury to the Police Chief and shall timely complete all forms designated by the rules and regulations pertaining to injuries received during the actual performance of duty.

3. Failure to report an injury on duty within the prescribed time periods shall render the employee ineligible for injured-on-duty leave.
4. The filing requirements, as above described, may be waived by the Safety Director when the injury received physically prevents the employee from filing or when circumstances surrounding the injury required a waiver in the interest of justice.
5. The employee shall cause a certified physician to file a written report with the Safety Director or submit to a medical examination conducted by a physician selected by a Safety Director authorizing the filing of a written report. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of any disability, the type of duty the employee may perform while under such disability and an estimate of the length of time necessary for recovery and return to duty.
6. The failure to authorize the above-described physician's report shall be sufficient cause to deny or terminate injured-on-duty leave.
7. The employee will not be entitled to the benefits of this provision if he refused to submit to a medical examination or the physician examining him reports that the injury does not prevent him from attending work.
8. Employee who falsifies an application for Injured-on-Duty Benefits provided by the City or a physician's report is subject to disciplinary action, including dismissal. The Director of Safety shall, by rule, prescribe forms for the application and physician's report.
9. In order to qualify for Injured-on-Duty Benefits, an employee injured in the line of duty must first make application for State Workers' Compensation Benefits and be eligible to receive such benefits for any period that the City may subsidize earnings. Applications for City Occupational Injury Benefits approved by the Director of Safety will continue at the normal weekly earnings of a qualified applicant until such applicant receives Workers' Compensation Benefits on a regular basis. However, upon receipt of such benefits, the applicant will be compelled to reimburse the City the amount equal to the amount received from Workers' Compensation for any period that the City made whole the applicant's normal earnings.
10. The physician selected by the City shall report to the Director of Safety the results of the examination and whether or not the injury prevents the employee from attending work. The Director of Safety shall, by rule, provide for periodic medical examinations, by a physician he selects, of any employee who is using Occupational Injury Benefits provided by the City. The physician shall report to the Director of Safety the results of

each examination, including a description of the progress made by the employee in recovering from the injury and whether or not the injury continues to prevent the employee from performing his or her normal duties or whether light duty work can be assigned.

D. City Prerogative

The City may require that an employee be examined by a certified physician chosen by the Safety Director.

The City may, based on the recommendations of either or both physicians, require the employee to report for duty not inconsistent or incompatible with the recommendations of either physician. A refusal of duty as above described will terminate the employee's eligibility for injured-on-duty leave.

The provisions herein determining eligibility for injured-on-duty leave in conjunction with the rules and regulations established by the Safety Director shall apply as standards for eligibility for injured-on-duty leave notwithstanding any rules, regulations, provisions or standards of the Ohio Bureau of Workers' Compensation or other agency to the contrary.

E. Special Conditions

1. An employee carried on injured-on duty leave status shall earn sick leave during the tenure of such status.
2. An employee carried on injured-on-duty leave status will be eligible for vacation credits for the period the employee was carried on regular active duty status during the calendar year in which the employee was determined injured on duty and during the calendar year the employee returned to regular active duty status.
3. Injuries received during duty periods determined to have approximately occurred as a result of pre-existing chronic disease shall not be eligible for injured-on-duty leave.
4. Any compensation received by an employee from any source, including the Ohio Bureau of Workers' Compensation, that is reimbursement for wages for a period the employee was carried on Injured-on-Duty (IOD) status shall be paid over to the Treasury of the City. Before receiving any IOD pay, an employee shall enter into a written agreement with the City that such IOD pay will be repaid to the City upon the employee receiving reimbursement for wages from any source for the period the employee was carried on IOD status. Such agreement shall also provide that the employee abrogates whatever rights of recovery accrue to the City against any party for loss to the extent that payment is made to the employee by the City. Compensation received as settlement of a claim exclusive of lost wages shall become the property of claimant.

F. Dispute Settlement

All disputes concerning injured-on-duty leave status of an employee shall be referred to the Mayor for resolution. The Mayor shall schedule and convene hearings and shall determine and resolve all questions after the presentation of evidence by either party. Failure or refusal to present evidence by either party shall foreclose their right to present the evidence unless the requirement is waived by the Mayor.

The decision of the Mayor may be appealed to the grievance/arbitration procedure (Article 9). Additional remedies provided by law shall not be abrogated by this provision.

**ARTICLE 20**

**OVERTIME RATE**

**Section 20.1.** The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day. Overtime shall be worked only in an emergency unless prior approval by the superior officer on duty is first obtained.

**Section 20.2.** Overtime pay shall be at time and one-half (1-1/2) the regular hourly rate based upon an eight (8) hour day work period, provided that compensable time off will be granted to any employee in lieu of a cash payment for any hours worked in excess of eight (8) hours in any one day.

**Section 20.3. Call-in Pay.** If an employee is called in to work at a time when he/she is not scheduled to work, he/she shall receive no less than three (3) hours pay for such work.

**Section 20.4.** Compensable time off accumulated prior to December 1 of any year shall be taken as time off or as paid compensation no later than July 1 of the next year. Compensable time off accumulated after April 15, 1986, may be accumulated to not more than four hundred eighty (480) hours by any employee during the balance of his or her employment and will be paid upon the separation of the employee. Effective January 1, 2009, accumulated compensable

time off shall be limited to three hundred (300) hours. Any employee who, as of January 1, 2009, has more than three hundred (300) hours of compensable time shall not be eligible to bank any additional compensatory time. Consequently, such employees shall be “red-circled” and may maintain whatever balance they have over three hundred hours (300) for the duration of their employment or may use such time as they deem fit in accordance with departmental practices. If compensable time off over the three hundred (300) hour limit is used the employee’s compensable time bank shall be “red-circled” at the new balance.

Accumulated compensable time may be submitted for pay or used prior to separation provided that no more than eighty (80) hours of accumulated time may be submitted in any one pay period per employee. The rate of compensation applicable for payment shall be the pay rate of the employee in effect as of the dates when the accumulated time is submitted for pay.

**Section 20.5.** If all other means to cover a shift have been exhausted, overtime may be mandated by the Employer for no more than six (6) hours in a twenty-four (24) hour period. The employee may consent to overtime in excess of six (6) hours.

## **ARTICLE 21**

### **UNIFORM ALLOWANCE**

**Section 21.1.** The uniform requirements of each member of the Division of Police, including detectives, shall be provided by the City. Upon the request of the Chief of Police and approval by the Director of Public Safety, each employee shall be provided a uniform allowance of and \$850.00 per employee for each year of the contract. The uniform allowance shall be paid to the employee in two (2) equal cash payments on January 1 and July 1 of each year.

**Section 21.2.** Original issue of uniforms shall be provided by the City. Uniforms shall remain the property of the City of Richmond Heights until the employee has successfully completed his probationary period. If an employee is terminated prior to the end of the

probationary period, the following prorated amount shall be deducted from his final salary payment:

$$\frac{\text{Total actual uniform cost}}{12 \text{ months}} = \text{Cost per month}$$

Twelve (12) months, less full calendar months service times cost per month, shall be the deductible amount.

**Section 21.3.** “Uniform” shall mean the official police uniform which is required as a condition of employment, including police-related equipment, uniforms and the maintenance of the same.

**Section 21.4.** Original issue is only applicable to a probationary full-time employee in the first year of service. This is the only exception to the uniform maximum allowance set forth in Article 21.1.

## **ARTICLE 22**

### **INSURANCE**

#### **Section 22.1.**

Effective January 1, 2013, employees shall be responsible to pay, depending on their insurance plan status (family or single), either \$2,000 of the family Health Savings Account (HSA) or \$1,000 of the \$2,500 single Health Savings Account (HSA).

Effective January 1, 2014 and January 1, 2015, the City shall be responsible to pay on behalf of employees, depending on their insurance plan status (family or single), up to either \$5,000 of the family deductible or up to \$2,500 of the single deductible through a Health Reimbursement Account (HRA). The City will establish a Health Reimbursement Account (HRA) which will be administered by a qualified third-party administrator selected and paid for by the City.

Effective January 1, 2014 and January 1, 2015, employees shall contribute Ten Percent (10%) of the actual cost of their particular health insurance plan (family or single), including Ten Percent (10%) of the actual cost of the dental and eye care plan, through a pretax payroll deduction.

**Section 22.2.** The City shall arrange and pay the entire cost of a \$20,000.00 life insurance policy for each member of the bargaining unit.

**ARTICLE 23**

**LONGEVITY**

**Section 23.1.** All employees shall receive a longevity payment in addition to their normal compensation, which shall become effective and payable the next month immediately following the employee's anniversary date of hire in accordance with the following schedule.

<u>Length of Service</u>	<u>Percentage Payment</u>
After 0-5 years	0%
After 5 years	2% of base pay
After 10 years	3% of base pay
After 15 years	4% of base pay
After 20 years	5% of base pay

**ARTICLE 24**

**VACATIONS**

**Section 24.1.** Each employee, after continuous service of one (1) year, shall be entitled to the following vacation, excluding legal holidays with full pay:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
1-5	2 Calendar Weeks
6	2 Calendar Weeks 1 Day
7	2 Calendar Weeks 2 Days
8	2 Calendar Weeks 3 Days
9	2 Calendar Weeks 4 Days
10	3 Calendar Weeks
11	3 Calendar Weeks 1 Day
12	3 Calendar Weeks 2 Days
13	3 Calendar Weeks 3 Days
14	3 Calendar Weeks 4 Days
15	4 Calendar Weeks
16	4 Calendar Weeks 1 Day
17	4 Calendar Weeks 2 Days

18	4 Calendar Weeks 3 Days
19	4 Calendar Weeks 4 Days
20	5 Calendar Weeks
21	5 Calendar Weeks 1 Day
22	5 Calendar Weeks 2 Day
23	5 Calendar Weeks 3 Day
24	5 Calendar Weeks 4 Day
25	6 Calendar Weeks

**Section 24.2.** Vacation time shall accrue to the employee upon each successive annual recurrence of the anniversary date of his appointment to City service which shall be the anniversary date for all vacation purposes. Vacations shall be taken by the employee during the year after which it has accrued and prior to the next recurrence of the anniversary date of his appointment, provided, that an employee may carry over or cash in a maximum of one-third (1/3) of his earned annual vacation which must be used within the quarter year immediately following his anniversary date for the year in which he was entitled to such vacation.

**Section 24.3.** All earned vacations shall be taken at such time as shall be approved by the department head or Mayor. During vacations, employees shall receive their current salary or the proportionate amount thereof.

## **ARTICLE 25**

### **SHIFT EXCHANGE - COURT TIME**

**Section 25.1.** Employees shall have the right to exchange shifts, with the Chief's permission, when the change does not interfere with the operation of the Police Department.

**Section 25.2.** Each employee shall be awarded a minimum of four (4) hours accumulated time off for attending trial at the Common Pleas level, a minimum of three (3) hours for attending trial at the Municipal Court level for circumstances arising from the employee's duties if attendance is during off-duty hours.

**Section 25.3.** Each employee shall be awarded a minimum of four (4) hours accumulated time off for required attendance at schools, testing or in-house training when attendance is during off duty hours.

## **ARTICLE 26**

### **PERSONNEL FILES AND POLICY**

**Section 26.1.** Understanding that in the Administration of the Police Department the Employer maintains individual personnel files, the employee may, and on at least an annual basis, be permitted to review his files with at least a five (5) day written request.

**Section 26.2.** Should an employee, upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

**Section 26.3.** When an employee is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made by administrative officials to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served upon the employee.

**Section 26.4.** To the extent authorized by law, release of photographs or personal information about any employee in relation to inter-departmental matters shall not be provided to any news or related service without the prior consent of the subject employee.

## **ARTICLE 27**

### **BULLETIN BOARD SPACE**

**Section 27.1.** The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the OPBA.

**Section 27.2.** All OPBA notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by an OPBA representative.

**Section 27.3.** OPBA notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. OPBA recreational and social affairs;
- B. Notice of OPBA meetings;
- C. OPBA appointments;
- D. Notice of OPBA elections;
- E. Results of OPBA elections;
- F. Reports of non-political standing committees and independent non-political standing committees and independent non-political arms of OPBA; and
- G. Non-political publications, rulings or policies of OPBA.

**Section 27.4.** Upon the request of the Employer's designee, the OPBA shall cause the immediate removal of any material posted in violation of this Article. (Violations of the provisions of this Article for the refusal of OPBA to remove material posted in violation of this Article upon request of the Employer will be just cause for the revocation of bulletin board space privileges.)

## **ARTICLE 28**

### **WORK RULES**

**Section 28.1.** The OPBA recognizes that the Employer has the right to promulgate work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. This function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or Union to process grievances as provided for by this Agreement.

**Section 28.2.** Except in case of emergency, as determined by the Employer, at least two (2) weeks' advance written notification will be given of the implementation of any new or revised work rule, regulation, policy, or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the representative of the OPBA.

**Section 28.3.** The Employer shall cause to be collated, and bound in volume, and sequentially numbered, any and all memoranda of policy issued prior to the execution of this Agreement which remains in effect, and are to be relied upon by the employees as work rules.

## **ARTICLE 29**

### **SEVERABILITY**

**Section 29.1.** In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, 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.

**Section 29.2.** If, in the event any provision(s) is or are 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.

**Section 29.3.** Any negotiated change(s) must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

## **ARTICLE 30**

### **APPLICATION**

**Section 30.1.** The Employer agrees that the provisions of this Agreement, along with all work rules and other appropriate regulations, will be administered on a fair and non-discriminatory basis and that such rules or regulations shall not be inconsistent with this

Agreement. This Agreement represents the entire agreement between the Employer and the Union.

### **ARTICLE 31**

#### **OBLIGATION TO NEGOTIATE**

**Section 31.1.** The Employer and the Union acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **ARTICLE 32**

#### **LEGISLATIVE APPROVAL**

**Section 32.1.** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

### **ARTICLE 33**

#### **TERM OF AGREEMENT/NEGOTIATION PROCEDURE**

**Section 33.1.** This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015.

**Section 33.2.** This Agreement shall continue from year to year beyond the original term hereof unless either party notifies the other in writing of its intent to amend, modify or terminate the Agreement by certified U.S. mail, not later than ninety (90) days nor earlier than one hundred twenty (120) days prior to the expiration date of the Agreement. A copy of this notice shall also be filed with the State Employment Relations Board (SERB) by the sending party.

**Section 33.3.** The parties shall meet at a place and time mutually convenient within fourteen (14) days after receipt of such notice in order to begin negotiations in good faith for a successor agreement, pursuant to the following guidelines:

A. Location of Meetings

Meetings will be held on the premises of the Employer.

B. Dates and Times of Meetings

Sessions will be scheduled by mutual agreement on an as-needed basis and will be for three (3) hours' maximum duration. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

C. Bargaining Committee Make-up

The Union team will consist of no more than two (2) participants. Union team members shall not suffer the loss of their straight-time regular rate of pay for attendance with the City team in any negotiation session in accordance with Section 11.8 of this Agreement.

Either party may have up to one (1) additional individual appear other than a member of the bargaining unit at a session for the purpose of providing information that may aid the parties in their negotiations. Such additional person will only be permitted to attend on a limited basis.

D. Chief Negotiator

There shall be only one (1) spokesperson (the Chief Negotiator) for each party, except that he or she may on occasion request one of his team members to address a specific issue.

E. Written Proposals/Materials

All written proposals or materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

F. Agreements

1. Articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the parties as a tentative agreement. When appropriate, a Section of Articles agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the parties as a tentative

agreement on that Section, pending tentative agreement of the complete Article.

2. Articles approved and agreed upon will be prepared in final form by the City and duplicated with four (4) copies provided to the Union committee.
3. Tentative agreements shall bind the bargaining teams and preclude withdrawal or substitution of tentative agreements until exhaustion of the ratification process, unless a withdrawal or substitution is mutually agreed to by the parties.
4. Within seven (7) days of reaching final tentative agreement on all Articles, the Union bargaining committee will present to the membership of the local Union for ratification and the City will present to the City Council.
5. Upon ratification by the Mayor and the City Council and the local Union, the bargaining committees will meet within seven (7) days to execute the Agreement by affixing signature of the parties.

G. Meeting Notes

No recording or transcription shall be allowed during negotiation meetings and each party is responsible for taking its own meeting notes.

H. Meeting Arrangements

The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

I. Caucus

A caucus may be called at any time during negotiations by the Chief Negotiator for either committee.

**Section 33.4.** At any time during the bargaining process and prior to thirty (30) days before the expiration of the then-current Agreement, either side may request in writing with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue. The party making the request shall serve the other party and SERB with a copy of the written request.

**Section 33.5.** In the event no agreement has been reached, approved and ratified prior to the thirtieth (30th) day before expiration of the then-current agreement, either party shall notify in writing the American Arbitration Association (“AAA”) of the intent to submit the unresolved issues to it to be resolved through binding arbitration. A copy shall also be filed with SERB and served upon the other party. The request to arbitrate may be made jointly by the parties.

Any issues which have been agreed to by the City and the Union shall not be submitted to the arbitrator, but shall be incorporated in the final agreement.

The arbitration hearing will be conducted by the AAA. After the AAA has received the notice of the parties, it shall submit a list of arbitrators to each party and the arbitrator shall be chosen by the alternate strike method in accordance with the AAA's current rules by the twentieth (20th) day before the expiration of the then-current agreement. The hearing shall be held within forty-five (45) days after the date the arbitrator is chosen. The City and the Union shall equally share the cost of services provided by the AAA and the arbitrator. The City and the Union shall pay the cost of their own witnesses and presentation.

**Section 33.6.** The arbitrator will only have jurisdiction over the unresolved issues and other matters agreed upon by the City and the Union, and in private. The hearing will be conducted pursuant to the AAA's current rules. Not later than three (3) days before the hearing, the City and the Union shall serve on the arbitrator, the opposing party and SERB a written report summarizing the unresolved issues and other matters submitted to the arbitrator, the party's final offer on the issues and the rationale for that position. If, after submission of the parties' reports, mediation efforts by the arbitrator result in a chance of a final offer, a party may, with the permission of the arbitrator, submit a revised written offer to the other party through the

arbitrator. No change in offers shall be permitted after testimony and evidence is heard on the particular issue involved.

**Section 33.7.** After hearing, the arbitrator shall resolve the dispute between the parties by selecting on an issue-by-issue basis from between either of the party's final offers, taking into consideration the following:

- A. Past collectively bargained agreements, if any, between the parties;
- B. Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- C. Comparability of treatment between the employees in the bargaining unit in question and the City's employees doing work comparable to that performed by bargaining unit employees, concerning the issues submitted to binding arbitration;
- D. The interests and welfare of the public, the ability of the employer to finance and administer the issues proposed, and the affect of the adjustments on the normal standard of public service;
- E. The lawful authority of the employer;
- F. The stipulations of the parties; and
- G. Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary resolution procedures in the public service or in private employment.

**Section 33.8.** The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him, and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the parties and the SERB.

**Section 33.9.** Increases in rates of compensation and other matters with cost implications awarded by the arbitrator will be effective at the end of the term of the preceding agreement.

**Section 33.10.** All awards of the arbitrator are subject to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711 of the Ohio Revised Code.

**Section 33.11.** The award of the arbitrator is final, conclusive and binding on the City and the Union and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 10 day of December, 2013.

CITY OF RICHMOND HEIGHTS

OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION (DISPATCHERS/CLERKS)

By: Mark Wil Head

By: 

By: MAYOR

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

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

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

**MEMORANDUM OF UNDERSTANDING ("MOU")**

The City of Richmond Heights (the "City") and the Ohio Patrolmen's Benevolent Association - OPBA, (the "Union") hereby agree that each member of the Union shall make contributions to the cost of medical, vision and dental insurance plan premiums ("premiums") in the amount of ten percent (10%) of the actual cost to the City of the member's particular insurance plan. *For calendar year 2014 only*, the parties agree that regardless of the individual member's obligation to contribute ten percent (10%) of the actual cost of the premium, the member's actual contribution will not exceed two thousand two hundred fifty dollars (\$2,250.00). *For calendar year 2015 only*, the parties agree that regardless of the individual member's obligation to contribute ten percent (10%) of the actual cost of the premium, the member's actual contribution will not exceed two thousand five hundred dollars (\$2,500.00). The parties agree that the existence of and the substance of this MOU are non-precedent setting and cannot, and will not, be construed to be a past practice, and will not be mentioned by either party in any future fact findings or conciliations between the parties. The parties further agree the issue of employee premium contributions and the amount thereof may be a subject of negotiations in any and all successor collective bargaining agreements between the parties.

Date: 12/10/13

CITY OF RICHMOND HEIGHTS

By: Miesha W. Headen

Miesha W. Headen, Mayor

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: [Signature]

By: [Signature]

By: [Signature]