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**COLLECTIVE BARGAINING AGREEMENT NO. 1**

**BETWEEN**

**THE CITY OF HIGHLAND HEIGHTS, OHIO**

**AND**

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**(Patrolmen)**

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**EFFECTIVE:**

**January 1, 2013  
THROUGH  
December 31, 2015**

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## ARTICLE I

### PREAMBLE

**1.01** This Collective Bargaining Agreement (“Agreement”) is hereby entered into by and between the City of Highland Heights, Ohio, (“Employer” or “City”) and the Ohio Patrolmen’s Benevolent Association (“OPBA” or “Union”).

## ARTICLE II

### PURPOSE AND INTENT

**2.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Highland Heights, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE III

### RECOGNITION

**3.01** The employer hereby recognizes the OPBA as the sole and exclusive representative for negotiating wages, hours and other terms and conditions of employment for a bargaining unit consisting of all full time patrolmen of the police department, excluding all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit.

3.02 Whenever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

ARTICLE IV  
MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, or laid off;
- 3) determine the qualifications of employees;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment or both;
- 10) determine work produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and
- 14) terminate or eliminate all or any part of its work or facilities.

4.02 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 work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## ARTICLE V

### NO-STRIKE

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow down, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slow down, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

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

5.05 In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

ARTICLE VI  
NONDISCRIMINATION

**6.01** The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or handicap.

**6.02** The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VII  
DUES DEDUCTIONS

**7.01** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

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

**7.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

**7.04** 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 thirty (30) days from the date of making said deductions.

**7.05** The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

**7.06** All members of the bargaining unit, as defined in Article III of this Agreement, shall either: (1) maintain their membership in the OPBA; (2) become members of the OPBA; or (3) pay a service fee to the OPBA in an amount not to exceed Thirty Dollars (\$30.00) per month, as a condition of employment, all in accordance with Section 4117.09 O.R.C. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in this Article.

ARTICLE VIII  
EMPLOYEE RIGHTS

**8.01** An employee has the right to the presence and advice of a Union representative and/or Union attorney at all disciplinary hearings where the employee is to be the subject of a disciplinary action.

**8.02** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis of such a charge and result in disciplinary action.

**8.03** An employee may request an opportunity to review his personnel file during normal hours, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file along with an Employer representative. A request for copies of items included in the file, at the employee's cost, shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**8.04** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable times with consideration for the employee's work shift, unless operational necessities require otherwise.

**8.05** If an employee to be questioned is, at that time, a witness and not under investigation, he shall be so advised of such status.

ARTICLE IX  
ASSOCIATION REPRESENTATION

**9.01** The parties recognize that it may be necessary for an employee representative of the Union to act in the capacity of representative for the purposes of administering this Agreement. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before performing such representation pursuant to this section, the representative must obtain prior approval from the Chief or Executive Officer. The employee shall suffer no loss in pay for such time spent in the good faith processing of grievances, and at any grievance meetings at which the Employee requests a representative to be present.

ARTICLE X  
SICK LEAVE

**10.01** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

**10.02** All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hour base pay period paid and may accumulate such sick leave to an unlimited amount.

**10.03** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

**10.04** Sick leave may be used in segments of not less than one (1) hour.

**10.05** Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, if requested by the Chief.

**10.06** If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the request of medical examination, the Chief or Executive Officer finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

**10.07** Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

**10.08** The Chief or the Executive Officer may require an employee who has been absent due to personal illness or injury, 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 to duty will not jeopardize the health and safety of other employees.

**10.09** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step-children, parents and step-parents. When the use of sick leave is due to death in the immediate

family, "immediate family" shall be defined to only include the employee's parents, step-parents, spouse, child, step-child, brother, step-brother, sister, step-sister, parents-in-law, grandparents, brother-in-law and sister-in-law.

**10.10** An employee who has accumulated a total of nine hundred sixty (960) hours in unused sick time as of January 1 of a given year is eligible to turn in up to 120 hours of sick leave earned but not used in the current year. An employee will receive a cash payment equal to seventy five percent (75%) of his hourly rate at the time the leave is turned in. Such hours turned in will not be accumulated, but shall be taken off the books. Such hours shall be turned in by January 15th of the succeeding year and shall be paid in February of that year.

**10.11** Upon the retirement or the death of an employee who has qualified for retirement benefits from the State of Ohio Police and Fire Pension Fund, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours.

**10.12** An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

**10.13** An employee health maintenance program may be available to those employees who wish to participate at the election and expense of the City.

**10.14** An employee who does not use any sick leave during a quarter of the calendar year shall receive four (4) hours of bonus pay, up to sixteen (16) hours annually. The bonus shall be paid annually by the second period following the calendar year it was earned. Use of personal sick leave shall not be counted as use of sick time for purposes of this paragraph.

ARTICLE XI  
VACATIONS

**11.01** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Hours</u>
After one (1) year	80 hours
After five (5) years	120 hours
After twelve (12) years	160 hours
After twenty (20) years	200 hours

**11.02** Vacation time shall be taken at a time approved by the Chief or the Executive Officer, after January 1st of each year.

**11.03** Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

**11.04** Any employee who resigns, is terminated, retires, or is separated from employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks notice in writing to the Chief or the Executive Officer to be eligible for such payment.

**11.05** Vacation time shall not be carried over from one year to another without the express written authorization of the Chief or the Executive Officer. Any vacation time that is unused within the year granted shall be deemed forfeited unless unreasonably denied by the Chief or the Executive Officer.

**11.06** Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and

who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer his length of service time for credit towards his vacation time calculation with the Employer.

**11.07** If any employee(s) entitled to vacation time is deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased employee would have received.

**11.08** All newly hired employees are ineligible for vacation during their first year of employment, as determined by their anniversary dates. However, between their first anniversary of employment and the succeeding January 1, they are eligible for 80 hours of vacation. All employees shall be eligible to receive the next higher level of the vacation set forth in this contract on their respective anniversary dates when they have been employed for the required number of years.

**11.09** An employee who is entitled to earn a minimum of one hundred sixty (160) hours of vacation shall be entitled to cash-out forty (40) hours of vacation time per year. Said employee shall notify the Chief of Police of such intention by May 1<sup>st</sup> of the vacation year. The buy back will be paid in January following the vacation year.

**11.10** An employee shall be granted one additional eight (8) hours day of vacation for each year of continuous service after twenty (20) years to a maximum of 240 hours after twenty-five (25) years, as shown in the following schedule:

Twenty-one years	8 hours
Twenty-two years	16 hours
Twenty-three years	24 hours
Twenty-four years	32 hours
Twenty-five years	40 hours

The days granted under this section may only be scheduled after all departmental vacations have been approved and may only be taken when it does not adversely affect the department's operation and minimum shift strength. In the event that the employee is unable to take the vacation hours granted by this section, the City will pay the employee for the hours in January of the following vacation year, in addition to any hours paid out under Section 11.09 of this Article.

## ARTICLE XII

### HOLIDAYS

**12.01** Effective at the beginning of each calendar year, all full time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

**12.02** All full time employees shall receive eighty (80) hours of compensatory time on January 1 as compensation for the holidays listed in paragraph 1. This compensatory time shall be taken on a day during the calendar year to be picked by the employee with the prior approval of the Chief or the Executive Officer, except that the City retains the right to schedule the use of compensatory time on the holidays stated in paragraph 1.

**12.03** If an employee is required to work on one of the holidays set forth in paragraph 12.01, he shall be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked. The employee whose starting time is actually on the holiday will receive full credit for the holiday payment.

12.04 Payment for any unused compensatory time accrued during the prior calendar year and not taken by December 31 will be paid at the end of the first full pay period after January 1 of each year up to a maximum of forty (40) hours.

12.05 However, if an employee resigns or retires during the current year, he shall be paid for any unused compensatory time on a pro rata basis based on the number of months he has worked prior to leaving the employment of the City. For example, if he worked six (6) months of the year, he shall be paid for six twelfths (6/12ths) of the eighty (80) holiday hours.

ARTICLE XIII  
PERSONAL LEAVE

13.01 All employees shall in addition to all other leave benefits, be granted sixteen (16) free personal leave hours and up to thirty-two (32) personal sick leave hours which are to be deducted from the employee's sick leave accumulation, if used each calendar year which are to be taken within the year earned.

13.02 Personal days shall only be taken with advance approval of the Chief or the Executive Officer.

13.03 The unused free personal days shall be added to the employee's sick leave accumulation.

ARTICLE XIV  
JURY DUTY LEAVE

14.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

ARTICLE XV  
FUNERAL LEAVE

**15.01** An employee shall be granted time off with pay, not to be deducted from sick leave, for the purpose of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. For purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, siblings, step-siblings, parents-in-law, step-parents and parents. In addition to the foregoing, an employee shall be entitled to two (2) workdays for each death involving the employee's grandparents.

ARTICLE XVI  
INJURY LEAVE

**16.01** When an employee is injured in the line of duty, while actually working for the Employer, he shall be eligible for paid leave not to exceed ninety (90) calendar days. An employee is not eligible for injury leave for any injury requiring seven (7) or fewer calendar days of leave.

**16.02** The Employer shall have the right to require that the employee be examined by a physician appointed by the Employer who shall certify that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

**16.03** Injury leave shall terminate no later than ninety (90) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

- A. When the employee is released by his physician to return to work; or
- B. At such time that the member is declared capable of performing his 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 employee is capable of performing limited work assignments, and limited work assignments are available, the employee will immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties will be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties. Such limited assignments shall not extend the ninety (90) day maximum leave provided for in this section.

**16.04** If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Mayor's and Chief's discretion, be extended for additional ninety (90) calendar day periods or parts thereof.

## ARTICLE XVII

### OVERTIME AND COURT TIME

**17.01** All employees, for work actually performed in excess of eight (8) hours per day or eighty (80) hours within a two (2) week pay period, when approved of by the Chief or the Executive Officer, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Holidays, compensatory time, sick leave, personal sick days, vacation time and the free personal days shall be considered time actually worked. Funeral leave shall not be considered time worked.

17.02 When approved by the Chief or the Executive Officer, employees called in to work when the employee is not on duty, shall be compensated not less than three (3) hours. For appearance in municipal court the minimum time paid shall be three (3) hours and not less than four (4) hours for appearance at the Grand Jury/Court of Common Pleas/Juvenile Court.

17.03 An employee's work schedule shall not be modified for the sole purpose of avoiding overtime payments.

17.04 Employees shall at their election be able to accrue compensatory time at one and one-half (1-1/2) the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred sixty (160) hours. In the event an employee works overtime when his "comp-time bank" is at one hundred sixty (160) hours, he shall be paid cash for such overtime. All hours over one hundred twenty (120) in the employee's comp bank as of December 31<sup>st</sup>, of each year, shall be paid in cash to the employee in January of the succeeding year at the prior year's rate of pay at which it was earned.

17.05 An employee traveling to approved assignments, including approved training activity outside of Cuyahoga County more than thirty (30) miles from the Highland Heights Police Station, will be paid from the employee's home to the destination and back. The employee may be required, at the discretion of the Chief, to report to the department before traveling to the assigned training and/or after the assigned training. In such case, the employee will be paid only from the time reporting to the Department to his/her return to the Department.

## ARTICLE XVIII

### EDUCATIONAL AND OTHER PAYS

18.01 An Employee who has received a training certificate attesting to the satisfactory completion of all Law Enforcement courses offered towards an Associate Degree in Law Enforcement, shall receive an additional \$0.16 per hour in 2013 (which reflects an annual bonus of \$341.02 divided by 2,080 hours), \$0.17 per hour in 2014 (which reflects an annual bonus of

\$347.84 divided by 2,080 hours) and \$0.17 per hour in 2015 (which reflects an annual bonus of \$356.54 divided by 2,080 hours). If an employee becomes eligible for additional pay under 18.02 or 18.03 set forth below, he shall not continue to receive this amount. An employee who has an Ohio State Firearms Certification shall receive an additional One Dollar and Nine Cents (\$1.09) per hour in 2013 (which reflects an annual bonus of \$2,273.48 divided by 2,080 hours), and \$1.11 per hour in 2014 (which reflects an annual bonus of \$2,318.95 divided by 2,080) and \$1.14 in 2015 (which reflects an annual bonus of \$2,376.95 divided by 2,080 hours). Additional pay for having a Firearms Certificate can be received along with the additional pay provided for under 18.01, 18.02 or 18.03.

**18.02** Any employee who has received an Associate Degree in Law Enforcement, shall receive an additional \$0.32 per hour for 2013 (which reflects an annual bonus of \$659.31 divided by 2,080 hours), \$0.32 per hour for 2014 (which reflects an annual bonus of \$672.50 divided by 2,080 hours) and \$0.33 per hour for 2015 (which reflects an annual bonus of \$689.31 divided by 2,080 hours). If an employee becomes eligible for additional pay under 18.03 set forth below, he shall not continue to receive this amount.

**18.03** Any employee who has received a Bachelor's Degree in Law Enforcement or related fields approved by the Chief and Mayor, shall receive an additional \$0.63 per hour for 2013 (which reflects an annual bonus of \$1,318.62 divided by 2,080 hours), \$0.65 per hour for 2014 (which reflects an annual bonus of \$1,344.99 divided by 2,080 hours), and \$0.66 per hour for 2015 (which reflects an annual bonus of \$1,378.61 divided by 2,080 hours).

**18.04** Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- 1) they are related to the employee's job;
- 2) the taking of the course(s) has been approved of in advance by the Chief and the Mayor.
- 3) the employee obtains a grade of "C" or better; and

- 4) the grade received and receipt for the tuition are submitted to the Finance Director.
- 5) The amount of tuition to be paid by the City shall be limited to the amount of the then current per credit hour cost charged by the institution the employee attends not to exceed the rate charged by Cleveland State University.

**18.05** An Employee required by the Employer to train a new employee will be credited one-half hour of compensatory (straight) time for each four hours of training.

ARTICLE XIX  
UNIFORM ALLOWANCE

**19.01** All newly hired probationary employees shall receive, at the Employer's expense, one entire complement of new uniforms. All uniforms purchased shall be surrendered to the Employer if the employee fails to complete the probationary period.

**19.02** During each year of this agreement, all non-probationary employees shall receive an annual uniform purchase and maintenance allowance in the amount of One Thousand Three Hundred Forty Six Dollars (\$1,346.00) in 2013; One Thousand Three Hundred Seventy-Three Dollars (\$1,373.00) in 2014 and One Thousand Four Hundred Seven Dollars (\$1,407.00) in 2015. This amount shall be divided and paid by separate checks at the time of the first paycheck in January and June of each year.

ARTICLE XX  
INSURANCE

**20.01** The Employer will provide and pay the full premium for all full-time employees for the existing professional liability insurance, including false arrest insurance.

**20.02** Upon commencement of employment, all full-time employees of the municipality shall be

entitled to personal health care coverage and benefits and family health care coverage and benefits, where applicable. The Employer will pay one hundred percent (100%) of the premium. Health care coverage and benefits include existing health, dental, prescription and hospitalization coverage and benefits. The Employer reserves the right to change providers or insurers as long as the benefits are comparable to coverage as outlined in Exhibit A.

Effective January 1, 2013, employees shall be responsible for a \$750 deductible for single coverage and a \$1,500 deductible for family coverage. Effective January 1, 2015, employees shall be responsible for a \$1,000 deductible for single coverage and a \$2,000 deductible for family coverage. Employer shall pay the remainder of the funding for annual deductibles through HSA funding. Such HSA funding shall occur before January 31<sup>st</sup> each calendar year.

The Employer may also implement a co-insurance as part of the health insurance plan. However, the Employer shall reimburse bargaining unit employees each year of the Agreement so that such members will have a net zero cost for co-insurance. The parties will develop procedures for such reimbursement herein within thirty (30) days of execution.

**20.03** The Employer will provide and pay the full premium on a Twenty-Five Thousand Dollar (\$25,000.00) life insurance policy for all full-time employees. Effective as soon as practical after execution of this Agreement, full-time employees will be provided a fifty Thousand Dollars (\$50,000) life insurance policy.

**20.04** An employee eligible for family coverage who decides not to use the health insurance coverage provided by the City will be paid Three Hundred Dollars (\$300.00) per month; an employee eligible for single coverage who decides not to use the health insurance coverage provided by the City will be paid One Hundred Dollars (\$100.00) per month. The amount will be paid in the final paycheck of the month. No payment can be made under this section until the employee provides proof to the Finance Director that he is covered under another health insurance policy. In the event the employee wishes to reenroll in the City's insurance, he must wait for open enrollment or notify the City of a COBRA event.

**20.05** The Union may elect one of its members from each bargaining unit as a participant in a Health Care Committee to be established by the City to discuss issues related to the health insurance to be provided by the City. The Committee shall consist of one member of the Mayor's office, and up to two (2) additional designees of the Mayor and one member from each of the bargaining units of the City. The purpose of the Committee is to provide the City and the provider with suggestions on the provision of health care services and concerns with current and/or proposed coverage. The Committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to existing level of benefits for the following year. However, the Committee is not responsible for selecting the health care provider, to determine the level of benefits or to make any other decision with respect to health care coverage. Recommendations from the Committee on such shall not be binding upon the parties. Any changes in health care benefits continue to be subject to good-faith bargaining and agreement by the parties; however, the City retains the right to change providers or insurers as long as the benefits are comparable to coverage outlined in Addendum A, per Section 20.01. The Committee shall meet at least once annually before August 1<sup>st</sup> prior to address any issues with the health care plan and once after bids for a change in health insurance have been received. Either the City or any member of the Committee may request additional meetings at any time.

**20.06** Each employee enrolled in the employer's health insurance plan, will be permitted to make contributions to a Flexible Spending Account to be administered by a third party provider.

**20.07** The following shall apply to the funding of HSAs.

- a. If an employee joins the Employer's health care plan after January 1 and the plan deductible exceeds the deductible set forth under 20.02, the Employer's contribution to the employee's HSA will be prorated based upon the months of employment remaining in the health insurance policy year.
- b. If an employee has been advanced HSA funding in any calendar year, is separated from employment during the calendar year prior to December 1 (except for lay-off or reduction in force), and has money remaining in the HSA (i.e., has not exhausted the HSA funding prior to separation), any remaining amounts in the

HSA shall remain in the employee's possession and control except that the employee shall reimburse the Employer the remaining HSA funding on a prorata basis through a withholding of the appropriate amount from the employee's final pay check.

- c. If an employee switches from single to family coverage during the year, the Employer will provide additional funding to the employee's HSA to the family plan amount within ten (10) days of the plan change, with the additional funding amount being calculated on a prorata basis. Conversely, if an employee switches from family to single coverage during the year, the Employer may require the employee to reimburse the Employer the difference in the family and single funding by a proportionate reduction in pay from the employee's remaining pay checks for the year, with the amount being calculated on a prorata basis.

#### ARTICLE XXI

#### RATES OF PAY

**21.01** Effective January 1, 2013, all employees shall be paid an hourly wage rate in accordance with the following schedule:

Job Title	Hourly Rate
Police Officer (Prob.)	\$25.79
Police Officer C	\$29.69
Police Officer B	\$31.19
Police Officer A	\$35.34

**21.02** Effective January 1, 2014, all employees shall be paid an hourly wage rate in accordance with the following schedule:

Job Title	Hourly Rate
Police Officer (Prob.)	\$26.31
Police Officer C	\$30.28
Police Officer B	\$31.81
Police Officer A	\$36.05

**21.03** Effective January 1, 2015, all employees shall be paid an hourly wage rate in accordance with the following schedule:

<u>Job Title</u>	<u>Hourly Rate</u>
Police Officer (Prob.)	\$26.97
Police Officer C	\$31.04
Police Officer B	\$32.61
Police Officer A	\$36.95

**21.04** The Educational and Other Pays set forth in Article XVIII, Sections 18.01 to 18.03; the Uniform Allowance set forth in Article XIX, Section 19.02; and the Longevity set forth in Article XXII, Section 22.01 shall be increased each year of the Agreement by the same percentage as the base wage.

ARTICLE XXII  
LONGEVITY

**22.01** All employees shall receive longevity payments for continuous full-time employment in accordance with the following schedule:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
After 5 years	\$.64/(\$1,322.61)	\$.65/(\$1,349.06)	\$.66/(\$1,382.79)
After 10 years	\$.89/(\$1,854.16)	\$.91/(\$1,891.24)	\$.93/(\$1,938.52)
After 15 years	\$1.19/(\$2,475.52)	\$1.21/(\$2,525.03)	\$1.24/(\$2,588.16)
After 20 years	\$1.43/(\$2,972.46)	\$1.46/(\$3,031.91)	\$1.49/(\$3,107.71)

**22.02** The longevity amount shall be paid hourly on the employee's biweekly pay as to the number of hours of pay due to the employee.

ARTICLE XXIII  
OFFICER IN CHARGE PAY

**23.01** Any employee who functions as the regularly designated officer in charge (OIC shift officer), to a maximum of three (3) employees, shall receive, in addition to such employee's regular compensation, .100 in compensatory time for each hour worked in that capacity. In the absence of a Sergeant and the regularly assigned OIC, the next senior officer acting in the capacity of OIC shall receive, in addition to such employee's regular compensation, .100 in compensatory time for each hour worked in that capacity.

ARTICLE XXIV  
DETECTIVE BUREAU PREMIUM

**24.01** Any employee who is assigned to the Detective Bureau shall receive, in addition to such employee's regular compensation, Forty-Seven Cents (\$0.47) an hour (which reflects an annual bonus of Nine Hundred Seventy-Seven Dollars and Sixty Cents (\$977.60) divided by 2080 hours).

ARTICLE XXV  
MISCELLANEOUS

**25.01** In any instance where the Employer requires an employee to submit to a medical examination, the Employer shall pay the cost of the examination.

**25.02** Paychecks will be issued every other Friday with the first shift (2300-0700 hrs.) receiving their checks by 7:00 A.M. on payday.

**25.03** The Employer shall provide the Union with one (1) bulletin board which will be located in the locker room of the Police Department. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 25.04, below.

**25.04** No notices, memoranda, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), or controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of each such material to the Employer prior to the posting of such material.

**25.05** In the event that an employee, at the specific direction of the Chief, uses his personal automobile for police business in the interest of the City, he shall be reimbursed for mileage at

the IRS rate then in effect. In addition, when trips are taken in the interest of the City, an employee shall be reimbursed for such necessary travel expenses, as approved by the Chief. Reimbursement for mileage and other necessary travel expenses will be paid upon presentation of appropriate receipts to the Chief and the Finance Director.

## ARTICLE XXVI

### HEADINGS

**26.01** It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

## ARTICLE XXVII

### GENDER AND PLURAL

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

## ARTICLE XXVIII

### OBLIGATION TO NEGOTIATE

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

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

ARTICLE XXIX  
TOTAL AGREEMENT

**29.01** This Agreement represents the entire agreement between the Employer and the Union, and unless specifically 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.

ARTICLE XXX  
CONFORMITY TO LAW

**30.01** This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws in accordance with Chapter 4117 O.R.C., and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

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

ARTICLE XXXI  
CORRECTIVE ACTION

**31.01** No employee shall be suspended, removed, or reduced in pay or position, or disciplined in any manner except for just cause.

**31.02** 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.

**31.03** Whenever the Employer and/or his designee determines that there may be cause for an Employee to be suspended, reduced in rank 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 Union and/or a Union attorney 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 advising him of the nature of the charges 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.
2. The hearing shall be conducted by the Chief of Police.
3. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the Employee 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.

**31.04** An Employee who is disciplined may appeal the discipline through the grievance and arbitration procedure in this Agreement.

**31.05** 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.

**31.06** A non-probationary Employee who is disciplined shall be given written notice regarding the reason(s) for the disciplinary action. The notification shall inform the Employee of the right to confer with a representative of the OPBA.

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

Written Record of Oral Reprimands	18 months
Written Reprimands	24 months
Suspensions/Demotions	36 months

## ARTICLE XXXII

### DEFERRED FEDERAL AND STATE INCOME TAX

### PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

**32.01** For all employees who are required to make contributions to the State of Ohio Police and Fireman’s Disability and Pension Fund pursuant to the Ohio Revised Code, the City shall remit these contributions on behalf of those employees to the Police and Fireman’s Disability and Pension Fund in lieu of the employees making such contributions.

**32.02** The total amount of Police Pension deduction in any pay period shall be deducted from the gross amount of pay for that period before Federal and State withholding taxes are calculated and deducted.

**32.03** The amounts of employee Police Pension deductions withheld and remitted to the Police and Fireman’s Disability and Pension Fund under this provision shall become taxable to

the employee for Federal and State income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or a refund.

**32.04** The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the Federal tax treatment of the provisions of this Plan and making application to the aforesaid Pension Fund.

**32.05** Subject to any requirements imposed by the Internal Revenue Service and the State of Ohio Police and Fireman's Disability and Pension Fund, the provisions of this Article shall apply to all payroll payments made by the City to said employees after proper and full approval has been procured.

ARTICLE XXXIII  
GRIEVANCE PROCEDURE

**33.01** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**33.02** For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning the disciplining of an employee including discharge.

- b) Aggrieved Party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

**33.03** The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement relevant to the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his OPBA representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.

- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The Grievance Procedure constitutes the sole and exclusive remedy available to employees regarding a dispute arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning the discipline of an employee including discharge.
- g) The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- h) 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.

**33.04** All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

### Step 1

An employee who believes he may have a grievance shall notify the Executive Officer of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Executive Officer will schedule an informal meeting with the employee and his director, if requested, within five (5) days of the date of the notice by the employee. The Executive Officer and the employee will discuss the issues in dispute with the objective of resolving the matter informally. The Executive Officer shall give his answer within five (5) days of the meeting.

### Step 2

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision at Step 1. The Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within fifteen (15) days from the date of the meeting.

### Step 3

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 five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will 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 issued a written decision to the employee's representative with a copy to the employee, if the employee requests one within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXIV  
ARBITRATION PROCEDURE

**34.01** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such an agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of seven (7) arbitrators and will choose one (1) by the alternative strike method.

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

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

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

**34.05** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**34.06** The arbitrator's decision and award shall be final and binding upon the parties.

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

ARTICLE XXXV  
PHYSICAL FITNESS

35.01 All sworn personnel hired after January 1, 1991 are responsible to comply with the physical fitness test and obtain a passing score on an annual basis. The test shall be optional for all other sworn members of the Police Department. The Chief of Police or his authorized representative will administer the test. Testing standards will be consistent with the Cooper's single standard general population norms (see addendum). The Composite score of fifty (50) will be used to determine passing. This score will be determined by averaging the percentile ranking on each event. It will not be necessary to pass each event at the fifty (50) percentage level. Any sworn employee who passes the physical fitness test with a composite score at the fifty (50) percentage level or above will receive an annual bonus payment. Any sworn employee who passes the physical fitness test with a composite score at the fifty (50) percentage level or above and scores at the fifty (50) percentile level or above on each event will receive an increased bonus payment.

Such test shall consist of the following six events:

- |                                  |               |
|----------------------------------|---------------|
| 1.5 Mile Run/Walk                | Sit-ups       |
| Bench Press 1-Repetition Maximum | Push ups      |
| Vertical Jump                    | 300 Meter Run |

The annual bonus will be paid during the first pay period in November.

	<u>2013</u>	<u>2014</u>	<u>2015</u>
50% Composite Score	\$975	\$975	\$975
50% Each Event Score	\$1,225	\$1,225	\$1,225

## ARTICLE XXXVI

### SENIORITY

**36.01** Seniority. Unless otherwise provided herein, where “seniority” is referenced in this agreement, it means accumulated, continuous full-time service as a Police Officer with the City of Highland Heights.

**36.02** A seniority roster shall be established showing each employee’s length of service in the department. The City shall update the roster and provide a copy to the Union and the OPBA in January of each year.

**36.03** Length of continuous service is broken by:

- A. A voluntary termination (resignation);
- B. Discharge for cause;
- C. Failure to return to work after layoff within seven (7) days after notification to return by registered mail addressed to the employee’s last address on City records, unless unable to return due to illness or disability or unless such time is extended by the City.
- D. Failure to report for work for more than three (3) workdays without having given the City notice of this absence prior to or during the three (3) day period will result in a break in continuous service unless the City determines a justification exists for the failure to give such notice.

ARTICLE XXXVII  
REDUCTION IN FORCE & RECALL

**37.01** It is the intent of the parties that work force reductions shall be governed by state law and the rules and regulations of the City of Highland Heights Civil Service Commission, not inconsistent with state law. Appeals of such actions shall not be subject to the parties' grievance and arbitration procedure contained in this Agreement. Appeals shall be processed through the Civil Service Commission.

**37.02** All part-time, temporary or seasonal employees shall be reduced before full-time Police Officer Employees. All probationary employees shall be terminated prior to the layoff of any permanent, non-probationary employee.

**37.03** Return From Layoff. Each police officer shall have recall rights for a period of two (2) years from the date of reduction.

ARTICLE XXXVIII  
DURATION

**38.01** This Agreement shall become effective January 1, 2013 at 12:01 A.M. and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2015.

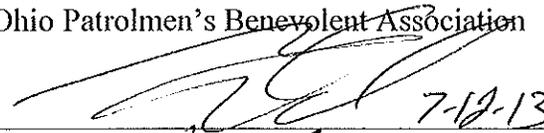
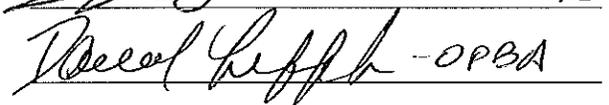
ARTICLE XXXIX

EXECUTION

**39.01** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12<sup>th</sup> day of July, 2013.

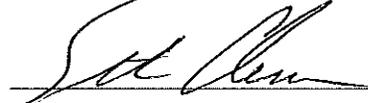
FOR THE EMPLOYEE:

Ohio Patrolmen's Benevolent Association

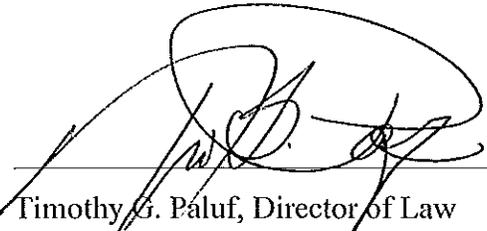
 7-19-13  
 7-12-13  
 -OPBA

FOR THE EMPLOYER:

City of Highland Heights, Ohio

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Timothy G. Paluf, Director of Law



PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
Deductible (per calendar year)	\$2,500 Individual \$5,000 Family	\$5,000 Individual \$10,000 Family
<p>Unless otherwise indicated, the Deductible must be met prior to benefits being payable.            Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible.            All covered expenses accumulate separately toward the preferred and non-preferred Deductible.            Once the Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year. No one family member may contribute more than the Individual Deductible amount to the Family Deductible.</p>		
Plan Coinsurance (applies to all expenses unless otherwise stated)	80%	50%
Out-of-Pocket Maximum (per calendar year, includes deductible)	\$4,000 Individual \$8,000 Family	\$8,000 Individual \$16,000 Family
<p>All covered expenses accumulate separately toward the preferred and non-preferred Out-of-Pocket Maximum.            Once the Family Out-of-Pocket Maximum is met, all family members will be considered as having met their Out-of-Pocket Maximum for the remainder of the calendar year. No one family member may contribute more than the Individual Out-of-Pocket Maximum amount to the Family Out-of-Pocket Maximum.            Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays and deductibles (except any penalty amounts) may be used to satisfy the Out-of-Pocket Maximum.</p>		
Lifetime Maximum (per member lifetime, Preferred and Non-Preferred combined)	Unlimited	Unlimited
Payment for Non-Preferred Care	Not Applicable	Professional: 105% of Medicare Facility: 140% of Medicare
Primary Care Physician Selection	Not Applicable	Not Applicable
<p><b>Certification Requirements</b>            Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care.            Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, and Hospice Care is required. Benefits will be reduced by \$400 per occurrence if Certification is not obtained.</p>		
Referral Requirement	None	None
PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Office Visits to Non-Specialist Includes services of an internist, general physician, family practitioner or pediatrician for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery	80%, after deductible	50%, after deductible
Specialist Office Visits	80%, after deductible	50%, after deductible
Pre-Natal Maternity	\$0 copay; deductible waived	50%, after deductible
Maternity - Delivery and Post-Partum Care	80%, after deductible	50%, after deductible
E-visit to PCP	80%, after deductible	50%, after deductible
<p>An E-visit is an online internet consultation between a physician and an established patient about a non-emergency healthcare matter. This visit must be conducted through an Aetna authorized internet E-visit service vendor.</p>		
E-visit to Specialist	80%, after deductible	50%, after deductible
<p>An E-visit is an online internet consultation between a physician and an established patient about a non-emergency healthcare matter. This visit must be conducted through an Aetna authorized internet E-visit service vendor.</p>		
Walk-In Clinics	80%, after deductible	50%, after deductible
<p>Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the</p>		
Maternity OB Visits	80% after deductible	50%, after deductible
Allergy Testing (given by a physician)	80%, after deductible	50%, after deductible
Allergy Injections (not given by a physician)	80% after deductible	50%, after deductible

PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

PREVENTIVE CARE	PREFERRED CARE	NON-PREFERRED CARE
<b>Routine Adult Physical Exams/ Immunizations</b> 1 exam every 12 months. Includes Immunizations Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
<b>Well Baby/Well Child Exams/Immunizations</b> -7 exams in first 12 mos. of life, 3 in the second 12 mos. of life, 3 exams in the third 12 mos. of life, 1 exam every 12th months of life thereafter up to age 18 (Includes immunizations) Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
<b>Routine Gynecological Care Exams</b> One exam per cal yr; Including pap smear and related expenses; Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
<b>Routine Mammograms</b> One baseline mammogram for covered females age 35 - 39 and one per calendar year for covered females age 40 and above Aetna will pay up to 130% of Medicare per mammogram. Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
<b>Women's Health</b> Includes: Screening for gestational diabetes; HPV (Human Papillomavirus) DNA testing; counseling for sexually transmitted infections; counseling and screening for human immunodeficiency virus; screening and counseling for interpersonal and domestic violence; breastfeeding support, supplies and counseling; and contraceptive methods and counseling. Limitations may apply.	\$0 copay; deductible waived	Member cost sharing is based on the type of service performed and the place rendered.
<b>Routine Digital Rectal Exam / Prostate-Specific Antigen Test</b> For covered males age 40 and over	\$0 copay; deductible waived	50%, after deductible
<b>Routine Colorectal Cancer Screening</b> Sigmoidoscopy and Double Contrast Barium Enema (DCBE) - 1 every 5 years for all members age 50 and over Colonoscopy - 1 every 10 years for all members age 50 and over Fecal Occult Blood Testing (FOBT) - 1 every year for all members age 50 and over	\$0 copay; deductible waived	50%, after deductible
<b>Routine Eye Exams at Specialist</b> One routine exam per 24 months	\$0 copay; deductible waived	50%, after deductible
<b>Routine Hearing Exams</b>	Not Covered	Not Covered
DIAGNOSTIC PROCEDURES	PREFERRED CARE	NON-PREFERRED CARE
<b>Outpatient Diagnostic Laboratory and X-ray except for Complex Imaging Services</b>	80%, after deductible	50%, after deductible

PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

Outpatient Diagnostic X-ray for Complex Imaging Services Including, but not limited to, MRI, MRA, PET and CT Scans	80% after deductible	50%, after deductible
<b>EMERGENCY MEDICAL CARE</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Urgent Care Provider	80%, after deductible	50%, after deductible
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room Copay waived if admitted	80%, after deductible	Paid as Preferred Care
Non-Emergency care In an Emergency Room	Not Covered	Not Covered
Emergency Ambulance	80% after deductible	Paid as Preferred Care
Non-Emergency Ambulance	Not Covered	Not Covered
<b>HOSPITAL CARE</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient Coverage Including maternity & transplants If transplant is performed through an Institute of Excellence® facility, benefits would be paid at the preferred level. If procedure is not performed through Institutes of Excellence® facility, benefits would be paid at the non-preferred level.	80% after deductible	50%, after deductible
Outpatient Surgery	80% after deductible	50%, after deductible
Outpatient Hospital Services other than Surgery - Including, but not limited to, physical therapy, speech therapy, occupational therapy, spinal manipulation, dialysis, radiation therapy	80% after deductible	50%, after deductible
<b>MENTAL HEALTH SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient Biologically Based Mental Illness	80% after deductible	50%, after deductible
Outpatient Biologically Based Mental Illness	80%, after deductible	50%, after deductible
<b>ALCOHOL/DRUG ABUSE SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient Detoxification	80% after deductible	50%, after deductible
Outpatient Detoxification	80%, after deductible	50%, after deductible
<b>MENTAL HEALTH SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient Mental Illness	80% after deductible	50%, after deductible
Outpatient Mental Illness	80%, after deductible	50%, after deductible
<b>ALCOHOL/DRUG ABUSE SERVICES</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Inpatient Detoxification	80% after deductible	50%, after deductible
Outpatient Detoxification	80%, after deductible	50%, after deductible
Inpatient Rehabilitation	80%, after deductible	50%, after deductible
Outpatient Rehabilitation	80%, after deductible	50%, after deductible
<b>OTHER SERVICES AND PLAN DETAILS</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
Convalescent Facility (Skilled Nursing Facility) Limited to 60 days per member per calendar year Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible

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<b>Home Health Care</b> Limited to 60 visits per member per calendar year. Preferred and Non-Preferred combined; 1 visit equals a period of 4 hours or less	80%, after deductible	50%, after deductible
<b>Infusion Therapy</b> Provided in the home or physician's office	80%, after deductible	50%, after deductible
<b>Infusion Therapy</b> Provided in an outpatient hospital department or freestanding facility	80%, after deductible	50%, after deductible
<b>Inpatient Hospice Care</b>	80%, after deductible	50%, after deductible
<b>Outpatient Hospice Care</b>	80%, after deductible	50%, after deductible
<b>Outpatient Short-Term Rehabilitation</b> Includes speech, physical and occupational therapy (if provided in the outpatient hospital department, paid under outpatient hospital benefit) Limited to 40 visits per member per calendar year. Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible
<b>Outpatient Spinal Manipulation Therapy (Chiropractic)</b> (if provided in the outpatient hospital department, paid under the outpatient hospital benefit) Limited to 12 visits per member per calendar year. Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible
<b>Durable Medical Equipment</b> Maximum benefit of \$3,000 per member per calendar year Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible
<b>Diabetic Supplies not obtainable at a pharmacy</b>	Covered same as any other medical expense	Covered same as any other medical expense
<b>FAMILY PLANNING</b>	<b>PREFERRED CARE</b>	<b>NON-PREFERRED CARE</b>
<b>Infertility Treatment</b> Covered only for the diagnosis and treatment of the underlying medical condition	80%, after deductible	50%, after deductible
<b>Vasectomy</b>	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	50% after deductible
<b>Tubal Ligation</b>	\$0 copay; deductible waived	50% after deductible
<b>PHARMACY - PRESCRIPTION DRUG BENEFITS</b>	<b>PARTICIPATING PHARMACIES</b>	<b>NON-PARTICIPATING PHARMACIES</b>
<b>Retail</b> Up to a 30-day supply	\$15 copay for generic drugs, \$35 copay for brand name formulary drugs, and \$60 copay for brand name non-formulary drugs after integrated medical/pharmacy deductible	70% of submitted cost after \$10 copay for generic drugs, \$35 copay for brand name formulary drugs, and \$60 copay for brand name non-formulary drugs after integrated medical/pharmacy deductible
<b>Mail Order Delivery</b> 31-90 day supply	\$37.50 copay for generic drugs, \$87.50 copay for brand name formulary drugs, and \$150 copay for brand name non-formulary drugs after integrated medical/pharmacy deductible	Not Covered

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Specialty CareRx <sup>SM</sup> Drugs	\$150 for formulary and non-formulary drugs after integrated medical/pharmacy deductible	\$150 for formulary and non-formulary drugs after integrated medical/pharmacy deductible
<b>Mandatory Generic with DAW override (MG w/DAW Override)</b> - The member pays the applicable copay only, if the physician requires brand. If the member requests brand when a generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price		
Plan includes: Contraceptive drugs and devices obtainable from a pharmacy and diabetic supplies obtainable from a pharmacy.		
Formulary generic FDA-approved Women's Contraceptives covered 100% in network.		
Plan excludes: Lifestyle/performance drugs		
Precertification included and 90 day Transition of Care (TOC) for Precertification included		

\*We cover the cost of services based on whether doctors are "in network" or "out of network." We want to help you understand how much Aetna pays for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this "out-of-network" care.

You may choose a provider (doctor or hospital) in our network. You may choose to visit an out-of-network provider. If you choose a doctor who is out of network, your Aetna health plan may pay some of that doctor's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital.

When you choose out-of-network care, Aetna limits the amount it will pay. This limit is called the "recognized" or "allowed" amount. When you choose out-of-network care, Aetna "recognizes" an amount based on what Medicare pays for these services. The government sets the Medicare rate.

Your doctor sets his or her own rate to charge you. It may be higher -- sometimes much higher -- than what your Aetna plan "recognizes." Your doctor may bill you for the dollar amount that Aetna doesn't "recognize." You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the "recognized charge" counts toward your deductible or out-of-pocket maximums. To learn more about how we pay out-of-network benefits visit Aetna.com. Type "how Aetna pays" in the search box.

You can avoid these extra costs by getting your care from Aetna's broad network of health care providers. Go to [www.aetna.com](http://www.aetna.com) and click on "Find a Doctor" on the left side of the page. If you are already a member, sign on to your Aetna Navigator member site.

This applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident, or for other emergency services), we will pay the bill as if you got care in network. You pay cost sharing and deductibles for your in-network level of benefits. Contact Aetna if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your cost sharing and deductibles.

**What's Not Covered-**

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased.

- All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents;
- Charges related to any eye surgery mainly to correct refractive errors;
- Cosmetic surgery, including breast reduction;
- Custodial care;
- Dental care and x-rays;
- Donor egg retrieval;
- Experimental and investigational procedures;
- Hearing aids;
- Immunizations for travel or work;
- Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents;
- Medical expenses for a pre-existing condition are not covered (full postponement rule) for the first 365 days after the insured's enrollment date. Lookback period for determining a pre-existing condition (conditions for which diagnosis, care or treatment was recommended or received) is 90 days prior to the enrollment date. The pre-existing condition limitation period will be reduced by the number of days of prior creditable coverage the member has as of the enrollment date.
- Nonmedically necessary services or supplies;

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- Orthotics;
- Over-the-counter medications and supplies;
- Reversal of sterilization;
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, counseling and prescription drugs;
- Special duty nursing; and
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

**Pre-existing Conditions Exclusion Provision**

For members age 19 or over this plan imposes a pre-existing conditions exclusion, which may be waived in some circumstances (that is, creditable coverage) and may not be applicable to you. A pre-existing conditions exclusion means that if you have a medical condition before coming to our plan, you might have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis or treatment was recommended or received or for which the individual took prescribed drugs within six months.

Generally, this period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, the six month period ends on the day before the waiting period begins. The exclusion period, if applicable, may last up to 12 months from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period.

If you had prior creditable coverage within 90 days immediately before the date you enrolled under this plan, then the pre-existing conditions exclusion in your plan, if any, will be waived.

If you had no prior creditable coverage within the 90 days prior to your enrollment date (either because you had no prior coverage or because there was more than a 90 day gap from the date your prior coverage terminated to your enrollment date), we will apply your plan's pre-existing conditions exclusion.

In order to reduce or possibly eliminate your exclusion period based on your creditable coverage, you should provide us a copy of any Certificates of Creditable Coverage you have. Please contact your Aetna Member Services representative at 1-888-80-AETNA if you need assistance in obtaining a Certificate of Creditable Coverage from your prior carrier or if you have any questions on the information noted above.

The pre-existing condition exclusion does not apply to pregnancy nor to a child under the age of 19. Note: For late enrollees, coverage will be delayed until the plan's next open enrollment; the pre-existing exclusion will be applied from the individual's effective date of coverage.

This material is for informational purposes only and is not an offer or invitation to contract. An application must be completed to obtain coverage. Plan features and availability may vary by location and group size. Not all health services are covered. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features are subject to change. With the exception of Aetna Rx Home Delivery, Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services.

Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. Precertification requirements may vary.

If your plan covers outpatient prescription drugs, your plan may include a drug formulary (preferred drug list). A formulary is a list of prescription drugs generally covered under your prescription drug benefits plan on a preferred basis subject to applicable limitations and conditions. Your pharmacy benefit is generally not limited to the drugs listed on the formulary. The medications listed on the formulary are subject to change in accordance with applicable state law. For information regarding how medications are reviewed and selected for the formulary, formulary information, and information about other pharmacy programs such as precertification and step-therapy, please refer to Aetna's website at Aetna.com, or the Aetna Medication Formulary Guide. Aetna receives rebates from drug manufacturers that may be taken into account in

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determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. In addition, in circumstances where your prescription plan utilizes copayments or coinsurance calculated on a percentage basis or a deductible, use of formulary drugs may not necessarily result in lower costs for the member. Members should consult with their treating physicians regarding questions about specific medications. Refer to your plan documents or contact Member Services for information regarding the terms and limitations of coverage.

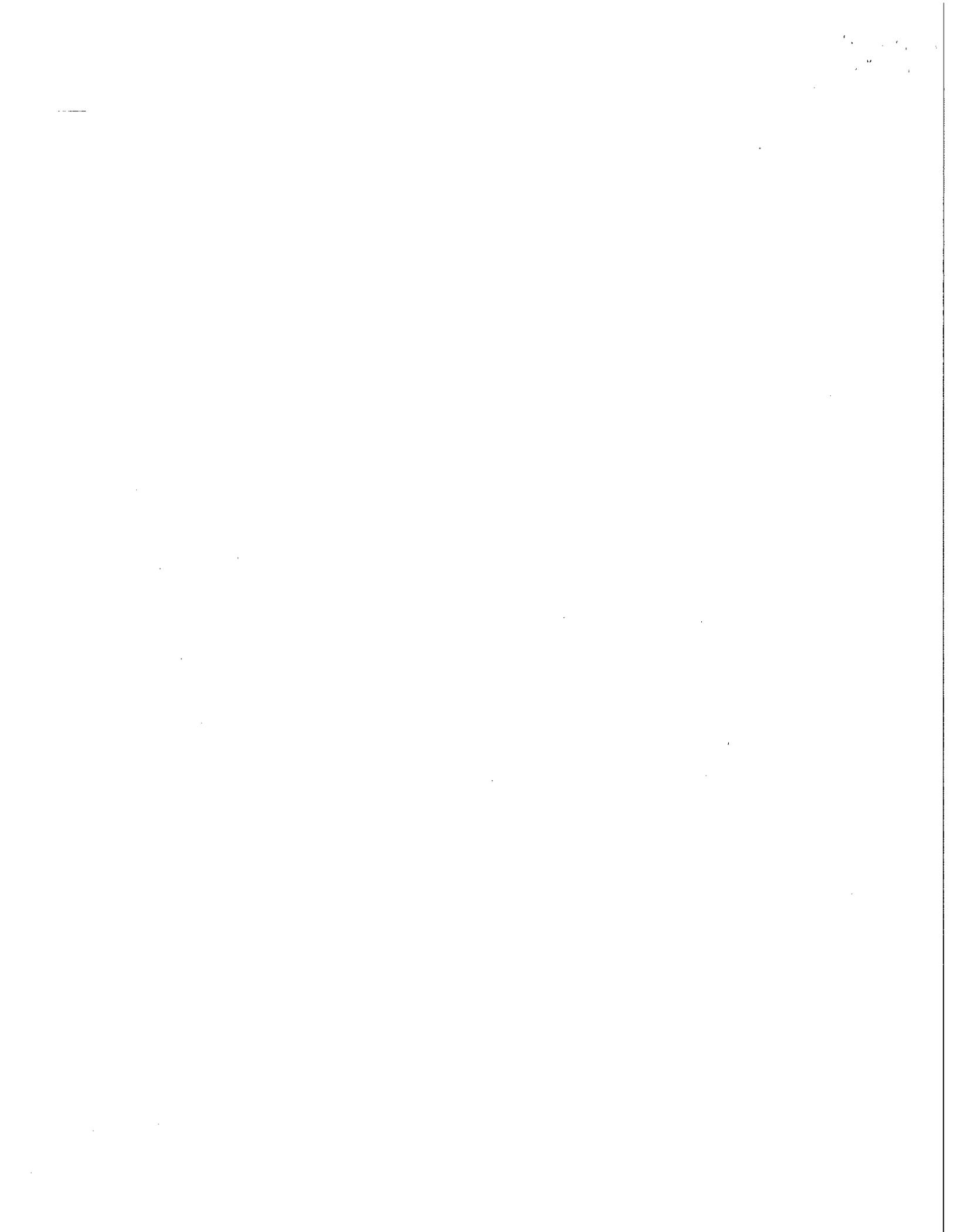
Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a subsidiary of Aetna, Inc., that is a licensed pharmacy providing mail-order pharmacy services. Aetna's negotiated charge with Aetna Rx Home Delivery may be higher than Aetna Rx Home Delivery's cost of purchasing drugs and providing mail-order pharmacy services.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Plans are provided by Aetna Life Insurance Company.

For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).

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Addendum

SINGLE STANDARD GENERAL POPULATION NORMS							
Category	Percentile	1.5 Mile Run/Walk (min/s)	1-Repetition Maximum Bench Press (ratio)	Vertical Jump (inches)	Sit-up (number)	300 Meter Run (seconds)	Push-up (number)
Superior	99	9:07	1.07	28.0	45	36.0	62
	95	10:52	1.06	24.5	44	44.0	43
Excellent	90	11:38	.97	23.0	43	48.0	38
	85	12:20	.91	21.5	39	51.0	34
	80	12:51	.88	21.0	37	54.0	32
Good	75	13:13	.84	20.0	36	55.0	29
	70	13:35	.81	19.5	34	57.0	26
	65	13:54	.79	19.0	33	59.0	24
	60	14:15	.76	18.5	32	60.0	23
Average	55	14:28	.74	18.0	31	62.0	22
	50	14:46	.72	17.5	29	64.0	21
	45	14:59	.70	17.0	28	66.0	19
	40	15:20	.68	16.5	27	68.0	18
Fair	35	15:37	.66	16.0	26	70.0	16
	30	15:50	.65	15.0	25	72.0	15
	25	16:11	.62	14.5	24	75.0	14
	20	16:31	.60	14.0	22	77.0	12
Poor	15	16:39	.58	13.0	21	81.0	11
	10	17:18	.55	12.0	18	85.0	10
	5	17:32	.50	10.0	15	92.0	6
	1	19:09	.49	6.5	14	110.0	4



ADDENDUM TO THE AGREEMENT  
BETWEEN  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
AND THE CITY OF HIGHLAND HEIGHTS, OHIO

WHEREAS the following is an Addendum to the collective bargaining agreements, Nos. 1 and 2, between the City of Highland Heights and the Ohio Patrolmen's Benevolent Association for the three year term commencing JANUARY 1, 2013; and

WHEREAS this Addendum shall be attached to the original Agreement, and shall be considered part thereof, and any inconsistencies herewith shall be resolved in favor of the Addendum; and

WHEREAS the parties have mutually agreed over the issues relative to a twelve hour work schedule, and the various effects that the same will have on the balance of the contract between the parties; and

WHEREAS the parties fully understand that the employer, the City of Highland Heights, Ohio, is not giving up its managements rights which allow the Police Chief to schedule all employees; and, the parties further recognize that the Chief and the City of Highland Heights are willing to allow a twelve hour work schedule, the same being terminable by the City with sixty days advance notice.

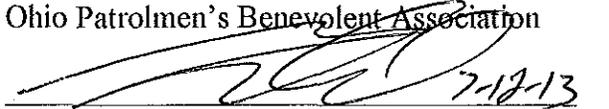
NOW, THEREFORE, based upon the mutual agreements between the parties, it is agreed as follows:

1. A twelve hour shift work schedule for patrol officers will be CONTINUED by the Chief of Police.
2. Certain contractual changes will be CONTINUED in light of the twelve hour shift as more fully set forth in the revised articles attached hereto and incorporated herein as Exhibit "A"; specifically, Articles 17, and 23 (none of which shall apply to anyone other than twelve hour shift employees, unless the same exists in the original contract).
3. The twelve hour shift will be CONTINUED, with the understanding that if there are any problems or difficulties with the scheduling of such shifts, or the performance of the officers thereunder, in the exclusive opinion of the Chief, that the Chief of Police can unilaterally, and without any further bargaining or discussions with the OPBA or its members, discontinue such twelve hour shift scheduling, and revert back to the eight hour shift scheduling, with sixty days advance notice to the OPBA.
4. The addendum renews and extends by mutual agreement the prior agreement of both parties. This addendum shall expire on December 31, 2015.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 12th day of July, 2013.

FOR THE UNION:

Ohio Patrolmen's Benevolent Association

  
7-12-13  
  
7-12-13

FOR THE EMPLOYER:

City of Highland Heights, Ohio

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Timothy G. Paluf, Director of Law

ARTICLE VXI I OVERTIME AND COURT TIME

17.01 Overtime for police officers shall be defined as hours worked over and above the normal eighty (80) hours in a two (2) week pay period or (12) consecutive hours in a one-day period and such hours worked shall be compensated at one and one half times the regular hourly rate. When scheduled to work an eight (8) hour shift, overtime will be one and one half times the hourly rate for any time exceeding eight (8) consecutive hours in one day. Holidays, compensatory time, sick leave, personal sick days, vacation time and free personal days shall be considered time worked. Funeral leave shall not be considered time worked.

ARTICLE XXIII OFFICER IN CHARGE PAY

23.01 Any employee who functions as the regularly designated officer in charge (Shift Officer), to a maximum of four (4) employees, shall receive, in addition to such employee's regular compensation.

**EXHIBIT "A"**



Memorandum of Understanding

1. Changes to payment under the following articles of the collective bargaining agreement (2013-2015) will be effective retroactive to January 1, 2013:

Article 18 Educational and Other Pays

Article 19 Uniform Allowance

Article 20 Insurance

Article 21 Wages/Rates of Pay

Article 22 Longevity

2. Changes made to payment under 23.01 Officer in Charge Pay in the Patrolmen Agreement No. 1 shall be effective as of July 28, 2013.

3. It is also understood, that it is not and has not been the intent of the parties or the contractual language to diminish employee hourly pay during years with 27 pay periods. Identifying annual pays for per hour pays in the collective bargaining agreement does not diminish employee hourly pays during such years.



For the City

7/12/13  
Date



For the Union

7/12/13  
Date



CITY OF HIGHLAND HEIGHTS  
RESOLUTION NO. 22 - 2013

INTRODUCED BY: Mayor Scott E. Coleman & Council as a Whole

MOTION BY: Councilwoman Lisa Marie Stickan

SECONDED BY: Councilman Frank J. Legan

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO COLLECTIVE BARGAINING AGREEMENTS WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION ESTABLISHING THE TERMS AND CONDITIONS FOR EMPLOYMENT OF THOSE EMPLOYEES IN THE BARGAINING UNITS COVERED BY THE AGREEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the administration of the City of Highland Heights, Ohio, has conducted extensive negotiations with the Ohio Patrolmen's Benevolent Association, the latter being the bargaining representative for Patrolmen and Sergeants of the Police Department of the municipality; and

WHEREAS, the aforesaid negotiations have produced agreements between the parties establishing the terms and conditions for employment in the Police Department of the City for those employees in the bargaining unit covered by the agreements; and

WHEREAS, the Mayor and Council have reviewed the proposed agreements and do desire to ratify and adopt such agreements; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HIGHLAND HEIGHTS, OHIO, THAT:

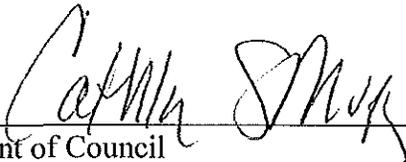
Section 1. The Mayor is hereby authorized and directed to enter into collective bargaining agreements with the Ohio Patrolmen's Benevolent Association, a copy of said agreements as if fully rewritten herein are attached hereto and marked "Collective Bargaining Agreement No. 1" and "Collective Bargaining Agreement No. 2", which Agreements provide for the terms and conditions of employment for those employees in the bargaining units covered by the Agreements.

Section 2. All prior ordinances or resolutions inconsistent with this resolution in whole or in part are hereby repealed to the extent necessary to avoid conflict with this resolution.

Section 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of the City of Highland Heights for the reason that the Agreements authorized herein are necessary to facilitate payment of wages and other benefits to certain employees of the municipality thereby insuring the continued provision of essential municipal services. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

First Reading: July 9, 2013

  
\_\_\_\_\_  
President of Council

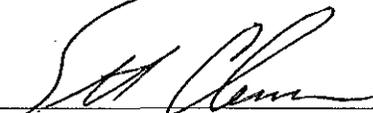
Second Reading: suspended

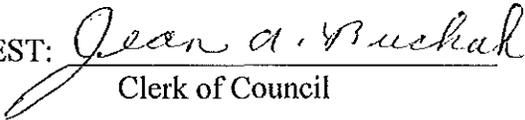
Filed with Mayor 7/10/13

Third Reading: suspended

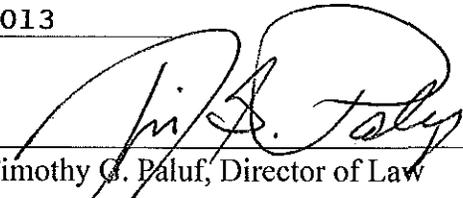
APPROVED: 7/18/13

PASSED: July 9, 2013

  
\_\_\_\_\_  
Mayor

ATTEST:   
Clerk of Council

EFFECTIVE: July 18, 2013

APPROVED AS TO FORM:   
Timothy G. Paluf, Director of Law