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OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
PATROLMEN BARGAINING UNIT,
ROCKY RIVER POLICE DIVISION

AND

THE CITY OF ROCKY RIVER, OHIO

2013 – 2015

City of Rocky River

Ohio Patrolmen's Benevolent Association
Rocky River Police Division
2013 - 2015

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ATTACHED TO AGREEMENT

- Second Addendum to the Collective Bargaining Agreement
- Exhibit B, Education Differential Pay Schedule
- Exhibit C, Compensation Criteria and Guidelines for Educational Achievement
- Exhibit D, Letter of Understanding

ARTICLE 1. PURPOSE

It is the purpose of this Agreement to establish proper standards of wages, hours and terms and conditions of employment for employees within the bargaining unit, and to assure the rights of both employees and the City of Rocky River, representing its citizens.

ARTICLE 2. RECOGNITION

The City of Rocky River hereby recognizes the Ohio Patrolmen's Benevolent Association, as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions of all officers in the bargaining unit. The bargaining unit shall include all patrol officers, and patrol officers assigned as detectives employed by the Police Division of the City of Rocky River (hereinafter referred to as "member" or "employee").

ARTICLE 3. MANAGEMENT RIGHTS

1. All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified.
2. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.
3. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the rights and responsibility of each public employer to:
 - A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate and hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 - F. Determine adequacy of the work force;

- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit;
- J. To promulgate and enforce reasonable employment rules and regulations.

The employer is not required to bargain on subjects reserved to the management and direction of governmental unit except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise legitimate complaint(s) or file grievance(s) based on the collective bargaining agreement.

ARTICLE 4. GRAMMAR

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 words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5. NON-DISCRIMINATION

Neither party will discriminate for or against any member of the bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, handicap, military status, genetic information, political affiliation, or any other legally protected status, or for the purpose of evading the spirit of this Agreement. The parties agree not to interfere with the desire of any employee to accept or reject a membership of the union.

ARTICLE 6. DUES DEDUCTION, FAIR SHARE FEE AND RELIGIOUS OBJECTION PROVISION

(A). DUES DEDUCTION

The employer agrees to deduct from the wages of any employee, who is a member of the union, all union membership dues, uniformly required. The union shall notify the City from time to time of the dues it charges and its current membership.

(B). FAIR SHARE FEE

The employer agrees to require of any member of the bargaining unit of the Police Division, who is not a member of the union, as a condition of employment, to pay to the union by way of payroll deduction, a fair share fee as determined by the Secretary/Treasurer of the union, but not to exceed the initiation fees and/or assessments paid by union members. This requirement shall be adhered to within sixty (60) days of the date of this Agreement or employment, whichever is the later.

(C). RELIGIOUS OBJECTION PROVISION

Any employee objecting to financing support of the union on the basis of religious beliefs shall notify the union and the employer of the objection and further shall act in accordance within the provisions of Ohio Revised Code Section 4117.09(c). The employer shall immediately discontinue any financial deductions made on behalf of the union at the time such notice of objection is received. However, the employee shall then be personally responsible for payment of his fair share or matching charitable contribution as directed by the State Employment Relations Board.

(D). The City of Rocky River will deduct on a monthly basis, dues from the pay of employees covered by this Agreement, upon receipt from the O.P.B.A. of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, provided that any employee shall have the right to revoke such authorization pursuant to the provisions of Section 9.41 of the Ohio Revised Code.

(E). The City of Rocky River shall pay to the union all dues and fair share fees collected, on a monthly basis and dues to F.O.P. #25 on a quarterly basis.

(F). The union agrees to save the City of Rocky River harmless in the event of any legal controversy with regard to the application of this provision.

ARTICLE 7. UNION MEETINGS

Members of the Ohio Patrolmen's Benevolent Association and the F.O.P. #25 may hold official meetings in the offices of the Rocky River Police Division, by advising the Chief of Police of the intent to conduct such a meeting. Said meeting shall not interfere with the operations of the Police Division, in the opinion of the Director of Public Safety-Service.

ARTICLE 8. UNION ACTIVITIES

(A). The members of the union, within the bargaining unit, shall elect not more than three (3) members to serve as members of the Bargaining Committee. The members of the Bargaining Committee shall elect a chairman who shall be designated as the Coordinator.

The members of the union, within the bargaining unit, shall elect not more than two (2) members to serve as Grievance Representatives who shall serve as a Grievance Committee, chaired by the Coordinator.

The members of the union, within the bargaining unit, shall elect not more than two (2) members to serve as a Labor Management Committee, chaired by the Coordinator.

Any member of the union may hold a position on one or more of the aforementioned committees. The union shall notify the Director of Public Safety-Service and the Chief of Police of the names of members and their union positions.

(B). Any member of the aforementioned committees shall be allowed to attend meetings while on duty provided such meetings are mutually agreed to by the employer and the union. Employees elected or appointed to represent the union shall be granted time to perform their union functions including but not limited to, attendance at regular and special meetings, conventions, seminars, conferences and activities related to grievance procedures, subject to minimum manning policies as determined by the Director of Public Safety-Service, and so long as there is no additional cost incurred by the City of Rocky River.

The City of Rocky River shall make reasonable provisions for authorizing vacation for members to attend F.O.P. #25 or O.P.B.A. functions.

ARTICLE 9. GRIEVANCE PROCEDURE

It is the intent and purpose of the City and union to provide a system for fair, expeditious and orderly adjustment of employees' grievances. A reasonable effort shall be made to resolve a grievance as quickly as possible considering the nature of the grievance and the authority of the City's representatives.

A grievance shall be defined as an unresolved question or dispute regarding wages, hours, terms and conditions of employment, including unsafe, unhealthy, arbitrary, or inconsistent working conditions, unresolved questions or disputes concerning the interpretation and application of this Agreement and disciplinary actions resulting in more than an oral reprimand.

Every employee shall have the right to present grievances and have them adjusted, without the intervention of the union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement while it is in effect and as long as the union and its representatives are notified and have the opportunity to be present at every hearing beyond Step 1.

The union, its representatives and an employee represented by the union may initiate a grievance and may be present and have a voice at each of the following Steps.

In cases of grievances that involve the appeal of suspensions or discharges only, the following procedure shall be modified in Steps 2 and 3, only, to require the submission of written responses to the grievant within five (5) working days instead of ten (10) working days.

PROCEDURE

STEP 1. An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the employee-grievant within ten (10) days of the employee's working days following the events or circumstances giving rise to the grievance or when first known by the employee-grievant. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) day limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to in writing. A union representative may accompany the grievant should the latter request his attendance. Immediate supervisors shall consult their respective shift commanders when responding at this Step. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within five (5) of the

supervisor's working days after the submission of the grievance, he may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the union representative, or appropriate alternate. An employee who is not satisfied with the response at Step 1 and who wishes to be represented by the union, shall consult with the union representative before proceeding at Step 2.

STEP 2. Should the employee-grievant not be satisfied with the answer in Step 1, then within seven (7) of his working days thereafter he may appeal the grievance at this Step, by delivering a copy of the Grievance Form to the office of the Chief of Police. The Chief shall date the form, showing the date received.

Within five (5) of the Chief's working days after receipt of this Grievance Form, the Chief or his designated representative for this purpose shall investigate the grievance and shall conduct a meeting to hear a full explanation of the grievance and the material facts related thereto. Within ten (10) of the Chief's working days of the aforementioned meeting, the Chief shall submit his written response to the grievant with a copy to the union representative.

STEP 3. Should the employee-grievant not be satisfied with the answer in Step 2, he may, within seven (7) working days thereafter, appeal the grievance to the Step 3 by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Director of Public Safety-Service. The Director of Public Safety Service shall date the form, showing the date received.

Within five (5) of the Director's working days of his receipt of the Grievance Form, the Director shall investigate the grievance, and shall conduct a meeting to discuss the grievance. The union representative may be accompanied by the employee-grievant and the appropriate grievance representative.

In the meeting called for at this Step, the Director of Public Safety-Service shall hear a full explanation of the grievance and the facts related thereto.

Within ten (10) of the Director's working days of the aforementioned meeting, the Director shall submit his written response to the grievance with a copy to the union representative.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the union may, within ten (10) calendar days after receipt of the answer, submit the grievance to arbitration. The parties shall, within seven (7) calendar days, meet to attempt to agree upon an impartial arbitrator. If the parties are unable to agree upon an arbitrator, either the employer or union may request that the American Arbitration Association submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen in accordance with the Association's then applicable rules, with notice of such request to be given to the other party. The fees and expenses of the arbitrator shall be borne totally by the losing party in said arbitration. Furthermore, the aggrieved employee, the appropriate union representative and any witness(es) shall not lose any regular straight time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case. The arbitrator's decision shall be final and binding on all parties.

All pre-arbitration grievance settlements reached between the employer and the union shall be final, conclusive and binding on the employer, the union and the employees, provided, that a grievance may be withdrawn by the union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

The time limits set forth in the grievance procedure may be extended by mutual written agreement of the employer and the union.

ARTICLE 10. BULLETIN BOARD

The City of Rocky River shall provide a bulletin board for the use of the union, which shall be permanently mounted in an area of common use by all employees. The chairman of the bargaining unit may post O.P.B.A. and F.O.P. #25 notices as follows:

- Recreational and social events
- Elections and election results
- General membership and business meetings
- Business of interest to employees

ARTICLE 11. PERSONNEL REDUCTIONS

Personnel reductions and personnel recalls shall be made in accordance with the Rules and Regulations of the City of Rocky River Civil Service Commission and appropriate statutes contained in the Ohio Revised Code. The City of Rocky River shall give fourteen (14) days notice to the affected employee(s) prior to any action. Any employee who is laid off in accordance with Section 124.37 of the Ohio Revised Code shall be entitled to hospitalization for a period of ninety (90) days from such layoff date. In the event of a temporary layoff, death benefits will be continued to the end of the month immediately following the policy month in which said layoff takes place.

ARTICLE 12. CONTRACTING OUT

The employer shall not contract for police services and duties which are currently being performed by the bargaining unit for the duration of this Agreement, without good faith negotiations with the bargaining unit of said division.

This Article shall not apply to mutual-aid agreements or to the renewal or amendments to the Westshore Enforcement Bureau contracts currently in existence.

ARTICLE 13. SALARIES AND HOURLY RATES

The following annual wage scheduled for employees in the bargaining unit shall be in accordance with the following schedule:

Patrol Officers	2012	2013	2014
		0%	0%
Start	52,611.85	52,611.85	52,611.85
After 1 year	56,242.06	56,242.06	56,242.06
After 2 years	60,122.76	60,122.76	60,122.76
After 3 years	64,331.36	64,331.36	64,331.36
After 4 years	68,777.38	68,777.38	68,777.38

Negotiations for salaries and hourly rates shall be reopened on or before November 1, 2014 to determine wages effective for the year commencing January 1, 2015. Such reopener will be governed by O.R.C. 4117.14.

Employees specifically agree that the above four (4) year time schedule for reaching maximum Patrolman salary will stay in effect for so long as the Ohio Patrolmen's Benevolent Association, or its successor, represents the employees or twelve (12) years, whichever is later.

Employees classed as Patrolmen assigned to the Detective Bureau shall receive a wage eight hundred dollars (\$800.00) per year over and above base pay.

Wages shall be paid on a regular bi-weekly basis using a factor of 26.0893 divided into the annual salary.

ARTICLE 13(A). PENSION PICK-UP

The members of the Patrolmen Bargaining Unit have elected to make arrangements with the Internal Revenue Service and the Police and Firemen's Pension Fund to have federal and state taxes, which are due on their contribution to their respective retirement funds, deferred until retirement (commonly known as "Employer Pick Up Program"). The employer agrees to participate in said program, provided that there is no additional monetary cost to the City of Rocky River for carrying out the above requirement.

ARTICLE 13(B). SHIFT DIFFERENTIAL

Any employee for hours actually worked on the afternoon shift or midnight shift shall receive an additional hourly compensation of forty cents (\$.40) per hour. This amount shall be included in the calculation of the employee's overtime rate of pay.

Any provisions of this Article that are inconsistent with Article 13(B) of the provisional 12 Hour Shift Agreement attached hereto, also known as the Second Addendum to the 2009-2011 Collective Bargaining Agreement and Exhibit A executed on June 25, 2012, shall be superseded by such provisions in the Second Addendum.

ARTICLE 13(C). FIELD TRAINING OFFICER COMPENSATION

Any employee assigned the duties of a Field Training Officer, shall receive an additional two dollars and fifty cents (\$2.50) per hour for each hour actually worked training a newly hired employee.

ARTICLE 14. LONGEVITY

(A). For each member of the Police Division hired before 1/1/03, the following longevity schedule shall apply:

Each member of the Police Division shall receive on or before December 15 of each year as compensation for longevity for full-time continuous service as an employee of any department and/or division of the City, excluding any compensation earned by such employee for extra part-time work or overtime, and excluding any time while the employee serves on active duty in the armed forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1 of that same year. For the purpose of computing the annual salary of those hourly rated personnel, a factor of two thousand eighty (2080) times the hourly rate will be considered as the employee's annual salary.

Each employee with more than five (5) full years of full time service on December 1 of each year, shall be eligible for longevity benefits based on the following schedule:

YEARS OF SERVICE	PERCENTAGE
6-7	1%
8-9	1 1/2%
10-11	2%
12-13	2 1/2%
14-15	3%
16-17	3 1/2%
18-19	4%
20 to retirement	4 1/2%

For the purpose of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service, or leaves such department under the disability provisions of the pension program, or dies while still on the active service payroll of such department, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee

and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(B). For each member of the Police Division hired after 1/1/03, the following longevity schedule shall apply:

Each full-time employee of the Police Division shall receive on December 15 of each year compensation for longevity for full-time continuous service as an employee of any department and/or division of the Employer.

Each employee with more than five (5) full years of full-time service on December 1 of each year shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
6 years	\$600
7 years	\$700
8 years	\$800
9 years	\$900
10 years	\$1,000
11 years	\$1,100
12 years	\$1,200
13 years	\$1,300
14 years	\$1,400
15 years	\$1,500
16 years	\$1,600
17 years	\$1,700
18 years	\$1,800
19 years	\$1,900
20 years	\$2,000
21 years	\$2,100
22 years	\$2,200
23 years	\$2,300
24 years	\$2,400
25 years and beyond	\$2,500

For the purpose of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service or leaves such department under the disability provisions of the pension program or dies while still on the active service payroll of such department, then the longevity benefits shall be pro-rated for such period of time. Such pro-rated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee

and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

ARTICLE 15. EDUCATIONAL DIFFERENTIAL

All full-time non-probationary employees shall be entitled to receive an annual educational differential benefit for associates and/or bachelors degrees attained according to the calculation of actual dollars received for year 2012. The dollar amounts to be received by such employees shall be fixed at the 2012 rate for all future years of employment, according to the schedule attached as Exhibit B. However, the probationary employees identified by footnote 1 in Exhibit B, together with other certain employees, identified by footnote 2 of Exhibit B, who have continually pursued academic course work toward an associates and/or bachelors degree, shall be entitled to an educational differential benefit in the year the employee's probationary period ends and/or upon completion of course work culminating in such a degree, at the fixed dollar rate according to the provisions of this Article (see Exhibit B* for qualification). The criteria and guidelines and established point system to determine the level of academic achievement, and the process for approving accredited courses by the Educational Panel, are provided in Exhibit C, formerly known as City of Rocky River Codified Ordinance Section 153.14(a)-(d).

The educational differential pay shall not be offered or available to any employee of the Police Department hired after January 1, 2013.

ARTICLE 16. UNIFORMS AND UNIFORM MAINTENANCE

The City of Rocky River shall provide all uniforms and equipment in quantities and at times prescribed by the employer at no cost to the employee. In addition, all employees shall receive, as a maintenance allowance, a total of six hundred dollars (\$600.00) per year paid directly to the employee in the form of a separate payment, in two (2) equal installments of three hundred dollars (\$300.00) in the months of January and July of each such year. This equipment shall include one (1) pair of boots per year with the cost to be determined by the Chief and a new bullet proof vest to be offered to all new police officers which, if accepted by said officers, shall be replaced in reasonable accordance with manufacturer's guidelines or recommendations.

ARTICLE 17. TRAVEL EXPENSES AND MILEAGE

(a) TRAVEL.

Travel for meetings, conferences or conventions, or travel to conduct official City business during the course of an employee's regular duties, must be authorized by the employee's supervisor, the Mayor, and the Director of Finance before travel plans can be made. The employee must submit a purchase order to obtain a State of Ohio Tax Exemption Certificate from the Finance Department.

When operating or riding in a City vehicle, employees are required to use seat belts as both driver and passenger. Failure to use seat belts while operating or riding in a City vehicle may result in a disciplinary action. Drivers of City vehicles must have a valid State of Ohio driver's license.

(b) EXPENSE REIMBURSEMENT

Every travel expense must be documented with an itemized receipt, and attached to a Detailed Statement of Personal and Traveling Expenses form, submitted to the Finance Director and the Mayor for approval.

Reasonable and necessary expenses related to meals will be allowed, if travel extends through a normal meal period, and meals are not included as part of a workshop or seminar. Good judgment should be exercised in incurring meal expenses using the following as guidelines:

Breakfast	\$ 7.50
Lunch	\$10.00
Dinner	\$25.00

Taxes on meals will be reimbursed as well as gratuities up to 15%.

Whenever it is necessary for employees to use their personal automobiles in the performance of their regular duties and to conduct business on behalf of the City, they will be reimbursed at the applicable rate per mile designated by the Internal Revenue Service. Parking and highway tolls will be reimbursed if properly documented with receipts.

An employee on overnight travel may be reimbursed for one personal telephone call of a reasonable duration.

No reimbursement will be made for:

- (i) State of Ohio Sales Tax – Employees must obtain a State of Ohio Tax Exemption Certificate from the Finance Department to present when paying for lodging or other authorized purchases.
- (ii) Alcoholic beverages.
- (iii) Entertainment, in-room movies, restocking in-room snacks, dry cleaning or laundry charges.

ARTICLE 18. WORK WEEK/SCHEDULED HOURS

For the purpose of this Agreement, a work day shall consist of eight (8) regularly scheduled consecutive hours, which commences at the starting time of a regularly scheduled shift. The normal work week for employees shall be forty (40) regularly scheduled hours or one hundred twenty (120) hours over a twenty-one (21) day period.

Any provisions of this Article that are inconsistent with Article 18 of the provisional 12 Hour Shift Agreement attached hereto, also known as the Second Addendum to the 2009-2011 Collective Bargaining Agreement and Exhibit A executed on June 25, 2012, shall be superseded by such provisions in the Second Addendum.

ARTICLE 19. OVERTIME

(A). Employees shall receive one and one-half times their regular hourly rate for all hours worked in excess of an average of eight (8) hours per day and/or forty (40) hours per week,

except those employees of the Police Division who wish to work the Marine Patrol, the rate of which is set by City Council through the Annual Salary Ordinance, and as further prescribed in Article 31 herein.

If less than five (5) days prior to the start of the employee's twenty-one (21) day sequence a schedule change requested by the City requires an employee to work on a scheduled day off, the employee shall be compensated at overtime wages or compensatory time at his choosing for hours worked on such scheduled days off. If the schedule change requested by the City takes place five (5) days or more prior to the start of the twenty-one (21) day sequence, no overtime or compensatory time shall be paid for the eight (8) hour shift as long as another day off can be scheduled during the same twenty-one (21) day sequence. If the City is able to reschedule such day off during the same twenty-one (21) day sequence, the affected employee at his discretion may bank that day and move it to another day within the next forty-two (42) day sequence as the schedule permits. The foregoing does not apply in situations where employees voluntarily move their days off with the Chief's permission.

(B). All overtime must be approved by the Chief of Police or his designated representative, and the Director of Public Safety-Service. Overtime shall be compensated at rates specified in this Agreement. Credit for compensatory time shall be based on the number of hours worked or the minimum credit, whichever is the greater, times one and one-half (1-1/2). With the exception of payment for firearms qualification, employees shall have the option to request payment or credit to accumulated compensatory time except no employee shall accumulate more than eighty (80) hours compensatory time. Overtime payment shall be computed for the pay period in which it is earned and paid at the employee's written request on the next regular pay. Compensatory time shall be credited on the date it is earned, and can be used upon the approval of the Chief of the Division. All overtime compensation shall be paid in a separate payment.

Considering Beck Case principles, Bargaining Unit members may take up to three (3) days off in any combination of compensatory time and vacation time per calendar year regardless of manpower, provided they give notice at least ten (10) days prior to the beginning of the twenty-one (21) day sequence in which the requested compensatory or vacation day is included.

The request must have Chief's approval. It is understood that the Chief sets shift manpower limits and standards. Also, only one officer per eight (8) hour shift may be granted such a request, and, once approved, any other request for the same or substantially same period will not be approved even for a more senior officer.

(C). Any employee called to duty by the Mayor, Director of Public Safety-Service, Chief of Police or any superior officer of the Police Division shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater, at a rate of time and one-half. This section applies unless the employee has already physically arrived at the Police Division prior to the start of his shift, or is still on the premises having just completed a shift. In such a case, only the actual time worked before or after the scheduled shift shall be paid at the overtime rate.

(D). Any employee directed to any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of any duty-related incident and not scheduled during the employee's regular work day, shall be compensated for a

minimum of three (3) hours or the amount of time actually worked, whichever is greater, at a rate of time and one-half.

(E). The parties agree that the current policy in effect relating to trading days shall continue during the life of this Agreement.

Any provisions of this Article that are inconsistent with Article 19 of the provisional 12 Hour Shift Agreement attached hereto, also known as the Second Addendum to the 2009-2011 Collective Bargaining Agreement and Exhibit A executed on June 25, 2012, shall be superseded by such provisions in the Second Addendum.

ARTICLE 19(A). FIREARM CERTIFICATION

All employees shall be entitled to annual compensation of One Thousand Nine Hundred Dollars (\$1,900.00) for state certification in the use of firearms. Employees shall obtain said certification on their own time unless otherwise agreed to by the Chief of Police. This firearm certification compensation shall be paid by a separate check at the end of the first pay period in July.

ARTICLE 20. HOLIDAYS

Each full-time member of the Police Division shall, in addition to his established annual vacation period, be entitled to receive each year, eleven paid holidays as follows:

CHRISTMAS DAY	INDEPENDENCE DAY
NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	VETERANS DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	1/2 DAY BEFORE CHRISTMAS DAY
MEMORIAL DAY	1/2 DAY BEFORE NEW YEARS DAY

Each full-time employee of the Police Division not assigned to shift duty shall also be entitled to receive each year, one additional paid holiday, which additional day shall be selected by the employee with the approval of the Division head. Each member of the Police Division assigned to shift duty shall also be entitled to receive Easter Day as a paid holiday. Members of the Police Division assigned to shift duty will be paid half time additional for actual hours worked on the City's legal holidays.

Any provisions of this Article that are inconsistent with Article 20 of the provisional 12 Hour Shift Agreement attached hereto, also known as the Second Addendum to the 2009-2011 Collective Bargaining Agreement and Exhibit A executed on June 25, 2012, shall be superseded by such provisions in the Second Addendum.

ARTICLE 21. LEAVE OF ABSENCE

(A). MILITARY LEAVE

Employees ordered to military duty by the Ohio National Guard or United States Armed Forces shall, as soon as practical on receipt of orders, request a leave of absence through his immediate

supervisor. A leave of absence shall be granted in accordance with appropriate federal and state statutes, local ordinances and Civil Service Rules and Regulations.

The City of Rocky River supports employees' service to the uniformed services which protect our country. The City complies with federal (Uniformed Services Employment Act and Reemployment Rights Act of 1994 and the Veterans Benefits Improvement Act of 2004), state law (ORC 5923.05), and any amendments thereto regarding military leave.

(B). JURY DUTY

Any employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation. Any monetary compensation paid to said employee as a result of such jury leave shall be deducted from the employee's paid leave of absence.

ARTICLE 22. SICK LEAVE, JOB RELATED MEDICAL LEAVE OF ABSENCE AND FUNERAL LEAVE

(A). SICK LEAVE

Each full-time employee of the Police Division shall be entitled for each completed forty (40) hours of service, to sick leave of two and three-tenths (2.3) hours with pay. However, such an employee shall not receive sick leave credit for hours of service in excess of forty (40) hours in any one week. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

Unused sick leave shall be accumulated up to one thousand eighty (1080) hours. However, an employee who has accumulated sick leave in excess of nine hundred sixty (960) hours at the end of any calendar year shall be given time off during the following calendar year at the rate of one (1) hour off for each three (3) hour period of sick leave in excess of nine hundred sixty (960) hours, or said employee may opt to receive pay at the rate of straight time for his rate at the same ratio of one (1) hour for each three (3) hour period of sick leave in excess of nine hundred sixty (960) hours. The option to receive monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned.

In addition to the above sick leave benefits, a new employee of the City shall, at the time of his appointment, be credited with one hundred twenty (120) hours of job related sick leave. Such job-related sick leave may be used only in the employee's first year of service and only for injuries received by the employee in the performance of his duties with the City. Any part of the employee's job-related sick leave not so used shall be forfeited and be eliminated from the employee's sick leave balance.

Employees may use sick leave upon the approval of the Director of Public Safety-Service or the Mayor for absence due to such employee's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness, injury or death in the employee's immediate family. The Director of Public Safety-Service shall require an employee to furnish a satisfactory written statement, signed by the employee, to justify the use of sick leave, including the job-related sick leave provided for first year employees. If medical attention is required, the Director may require a certificate stating the nature of the

illness or injury from a licensed physician. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

An employee who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulated sick leave up to the maximum permitted in this section provided proof of such sick leave credit is furnished in writing by the employee's former employer.

(B). JOB-RELATED MEDICAL LEAVE OF ABSENCE

The above shall be conducted under the provisions of the Workers' Compensation Laws of the State of Ohio and as set forth in the remainder of this Article.

Section 1. An employee who is disabled as a result of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, for a period not to exceed one hundred eighty (180) work days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from those active police duties inherently dangerous and unique, including but not limited to apprehension or attempted apprehension of suspects, active intervention to prevent the commission of crimes and the pursuit of suspects, and the directing of traffic.

Section 2. An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, for a period not to exceed ninety (90) work days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service disability within the meaning of this paragraph is incurred, the first fifteen (15) days of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than fifteen (15) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged and any remaining service related disability shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

Section 3. Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning the City to those sums of monies (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 4. Certification of the attending physician or surgeon certifying to the service-related disability and the cause thereof shall be filed with the Director of Public Safety-Service before the last day of each two (2) week period which disability occurred or continues, or more often, if requested to do so by the Finance Director or the Chief, and any employee receiving disability leave must, as a condition thereof, submit to a physical or physicals by a physician or surgeon chosen and paid for by the City at any time.

Section 5. In the event that any employee is dissatisfied with the determination of the Director of Public Safety-Service based on the City's medical examination, the employee may submit the question to the Grievance Procedure.

(C). FUNERAL LEAVE

An employee shall be granted time off with pay (not to be deducted from the employee's Sick Leave) for the purposes of attending the funeral of the following listed persons. The employee shall be entitled to a maximum of three (3) work days in the event of the death of his mother, father, stepmother, stepfather, brother, sister, spouse, children or grandchildren. The employee shall be entitled to a maximum of one (1) work day in the event of a death of an aunt, uncle, grandparents and current in-laws.

ARTICLE 23. VACATION LEAVE

(A). Each full-time employee of the bargaining unit, after service of one year with the City of Rocky River, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. Those full-time members with five (5) or more years of service with the City shall have earned and be entitled to one hundred twenty (120) hours of vacation leave with full pay, and those members with ten (10) or more years of service with the City shall have earned and be entitled to one hundred sixty (160) hours of vacation leave with full pay, and those members with fifteen (15) or more years of service with the City shall have earned and be entitled to two hundred (200) hours of vacation leave with full pay, and those members with twenty (20) or more years of service with the City shall have earned and be entitled to two hundred forty (240) hours of vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of six and two-thirds (6-2/3) hours each monthly period for those entitled to eighty (80) hours per year; ten (10) hours each monthly period for those entitled to one hundred twenty (120) hours per year; and thirteen and one-third (13-1/3) hours each monthly period for those entitled to one hundred sixty (160) hours per year; and sixteen and two-thirds (16-2/3) hours for each monthly period for those entitled to two hundred (200) hours per year; and twenty (20) hours each monthly period for those entitled to two hundred forty (240) hours per year.

An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

Time already served by an employee in the employ of the City prior to the effective date of this section shall be credited to such employee's service time for purposes of computation of vacation leave.

Upon separation from the employ of the City for any reason, an employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

(B). Considering Beck Case principles, Bargaining Unit members may take up to two (2) days off in any combination of compensatory time and vacation time per calendar year regardless of manpower, provided they give notice at least twenty (20) days prior to the beginning of the twenty-one (21) day sequence in which the requested compensatory or vacation day is included.

The request must have Chief's approval. It is understood that the Chief sets shift manpower limits and standards. Also, only one officer per eight (8) hour shift may be granted such a request, and, once approved, any other request for the same or substantially same period will not be approved even for a more senior officer.

Any provisions of this Article that are inconsistent with Article 23 of the provisional 12 Hour Shift Agreement attached hereto, also known as the Second Addendum to the 2009-2011 Collective Bargaining Agreement and Exhibit A executed on June 25, 2012, shall be superseded by such provisions in the Second Addendum.

ARTICLE 24. PAYMENT FOR ACCRUED SICK LEAVE CREDIT
(Deleted January 1, 2013, as Redundant with Article 25)

ARTICLE 25. COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAY-OFF OR DEATH

As determined by the Finance Department, a full-time employee who resigns, retires, or is dismissed or laid off is eligible and shall be compensated accordingly for all his accumulated overtime, holiday time, vacation time and termination pay, and such full-time employees with at least five (5) years of service with the City who resigns, retires, or is dismissed other than for cause or laid off shall also be compensated for unused sick time, at his current rate of pay, whatever regular salary is due and payable. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. More than one payment may be made provided that no more than 960 hours is paid to any one employee for their years of service with the City of Rocky River. In the event of death of an employee, such pro-rated benefits shall be payable in a lump sum within thirty (30) days after the death of such employee and shall be paid to such employees or surviving spouse, dependent children or heirs designated in his estate, in that order named. The provision regarding the five (5) year period for vesting for unused sick time shall apply only to new employees hired on or after January 1, 2013.

An employee terminating or retiring to accept employment with another division or department of the City may waive payment as specified in this Article and transfer all unused sick leave credit. In addition, said employee transferring to another political subdivision or the State of Ohio may waive payment provided that such transfer is accepted.

ARTICLE 26. HEALTH BENEFITS

The City of Rocky River will make available to full-time employees a comprehensive program of employee health benefits including medical, prescription drug, and dental coverage. For a health benefits package (health and dental), the employer agrees to pay and each member of the union agrees to pay the following sums:

Medical, Prescription & Dental Costs 2013

Plan Costs

Medical & Prescription
 Dental (adj for bitewing/fluoride-2 year rate)
 Total per month
 Total per year

<i>Plan A</i>		
Single	Single + 1	Family
\$472.37	\$934.16	\$1,356.79
\$26.98	\$49.94	\$95.27
\$499.35	\$984.10	\$1,452.06
\$5,992.20	\$11,809.20	\$17,424.72

Total EE contribution per year @ 13%
 EE contribution per month

\$778.99 \$1,535.20 \$2,265.21
 \$64.92 \$127.93 \$188.77

EE contribution per pay
 EE contribution per pay - Medical (26 pays/yr)
 EE contribution per pay - Dental*

\$29.96 \$59.05 \$87.12
 \$27.96 \$55.55 \$80.62
 \$2.00 \$3.50 \$6.50

City contribution per year

\$5,213.21 \$10,274.00 \$15,159.51

Plan Costs

Medical & Prescription
 Dental (adj for bitewing/fluoride-2 year rate)
 Total per month
 Total per year

<i>Plan B</i>		
Single	Single + 1	Family
\$405.88	\$802.68	\$1,165.82
\$26.98	\$49.94	\$95.27
\$432.86	\$852.62	\$1,261.09
\$5,194.32	\$10,231.44	\$15,133.08

Total EE contribution per year @ 13%
 EE contribution per month

\$0.00 \$0.00 \$0.00
 \$0.00 \$0.00 \$0.00

EE contribution per pay
 EE contribution per pay - Medical (26 pays/yr)
 EE contribution per pay - Dental*

\$0.00 \$0.00 \$0.00
 \$0.00 \$0.00 \$0.00
 \$0.00 \$0.00 \$0.00

City contribution per year

\$5,194.32 \$10,231.44 \$15,133.08

2013 Surcharge for dependents 26-28
 Plan A - \$188.95 per month
 Plan B - \$162.35 per month

Health care Plans A and B, as they exist on January 1, 2013, shall remain the same throughout the term of this Agreement, with the following exceptions:

- Plan designs may be modified and/or insurers may be changed if plan costs (medical, prescription drug and dental), jointly or separately, increase by more than 5% per year
- Plan designs may be modified as needed to comply with provisions of the Affordable Care Act

During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for Plan B health benefits. The employee contribution for Plan A health benefits shall be a percentage of the total cost of medical, prescription drug, and dental premiums, as negotiated and established by the insurance providers and the City at the beginning of each plan year as follows: 13% for 2013, 14% for 2014, and 15% for 2015.

A Flexible Spending Account shall be available to any member of the union who desires to use such an account. The cost of implementing and maintaining such an account shall be at the City's expense.

Vision coverage shall be offered on a voluntary basis.

The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.

ARTICLE 27. LIFE INSURANCE

Each full-time member of the Patrolman's Bargaining Unit shall be entitled to a death benefit of twenty-five thousand dollars (\$25,000.00) and Accidental Death and Dismemberment, which benefit shall be payable to such employee's named beneficiary. The Term Life Insurance for twenty-five thousand dollars (\$25,000.00) and Accidental Death and Dismemberment for each eligible employee shall not exceed the cost of ninety-six dollars (\$96.00) annually. Such death benefit shall be payable to such beneficiary of such full time employee, or in the event that no beneficiary is named then the sum be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

ARTICLE 28. LIABILITY INSURANCE

The City shall provide, at its expense, police professional liability insurance for each employee, with a minimum limit of not less than five hundred thousand dollars (\$500,000.00) per person; one million dollars (\$1,000,000.00) per incident and an annual aggregate limit of liability twice the occurrence limit. Coverage shall be on an "occurrence" basis and protect the member from all civil liability which might arise from the performance of law enforcement duties.

ARTICLE 29. SENIORITY

(A). Seniority as a member of the Police Division shall be determined by continuous service in the Police Division calculated from the employee's date of appointment as a patrolman. If two (2) or more employees have the same date of appointment, the employee ranking highest on the Civil Service eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

(B). Seniority in rank shall be determined by date of appointment to each specific rank. If two (2) or more employees have the same date of appointment, the employee ranking highest on the Civil Service examination shall be the senior. Seniority in rank shall only be broken by reduction in rank for disciplinary reasons, resignation, discharge or retirement. An employee reduced in rank for any other reason shall be considered senior in that rank and seniority shall continue to run in the employee's former rank.

The above is subject to the Civil Service laws of the State of Ohio and the Charter of the City of Rocky River.

ARTICLE 30. PROMOTIONS

Promotion examinations and promotions shall be made in accordance with the Rules and Regulations of the City of Rocky River, Civil Service Commission and appropriate statutes contained in the Ohio Revised Code.

ARTICLE 31. MARINE PATROL

(A). Employees who volunteer for Marine Patrol duty, which is in addition to their regularly assigned police duty, shall be compensated at a rate set by City Ordinance. All Marine Patrol compensation shall be paid in separate payments issued during the pay period.

(B). Employees working the Marine Patrol more than eight (8) unscheduled hours in a twenty-four (24) hour period, commencing at the earliest scheduled time on a specific day, shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly wage. An employee called to unscheduled duty from off duty hours by an authorized City or police official shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is the greater. If, as a result of such call-in, said employee works more than eight (8) hours, he shall be paid at the rate of one and one-half (1-1/2) times his regular Marine Patrol hourly wage.

(C). All uniforms and other equipment necessary to perform the duties and responsibilities of a Marine Patrol officer shall, in the opinion of the Director of Public Safety-Service, be furnished by the City of Rocky River, at no cost to the employee.

ARTICLE 32. PERSONNEL FILES

(A). Personnel files shall be established and maintained in strict compliance with the City's *Personnel Files and Record Keeping Procedures*, as administered by the City's Human Resources Director.

(B). An employee shall be allowed to review his personnel file at any reasonable time upon written request to the Human Resources Director and in the presence of the Human Resources Director or his/her designee. The employee shall be permitted to copy any documents contained in his personnel file. This section shall not apply to information contained in an employee's personnel file which relates to the pre-employment selection process or to the employee's probationary period status reports.

(C). Information currently maintained in an employee's personnel file as the result of an anonymous complaint based upon hearsay information without corroborative information shall be expunged and no further information based on an anonymous or hearsay information shall be placed in an employee's personnel file. No unfounded or unsustained complaints shall be placed in an employee's personnel file.

(D). An employee who, upon review of his personnel file, has reason to believe inaccuracies are contained in a document filed therein, may write a memorandum to the Human Resources Director explaining the alleged inaccuracy. In the event the Director concurs with the employee, he shall remove the document or permanently indicate on the document that an objection has

been filed. The employee's objection with the Human Resources Director's concurrence shall be attached to the document. In the event the Human Resources Director does not concur he shall permanently indicate on the document that an objection has been filed and attach same to the document.

(E). Records of previous disciplinary actions in the form of oral or written reprimands shall not be used in subsequent disciplinary actions after such records are more than one (1) year old and records of unpaid suspensions shall not be used after two (2) years, providing there has been no intervening disciplinary action during such time periods.

ARTICLE 33. DISCIPLINE

(A). Disciplinary action taken by the City shall be for just cause.

(B). A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the union.

(C). Prior to any discipline involving time off being imposed, the employee shall be given the opportunity to appeal through Step 3 of the Grievance Procedure contained in Article 9 of this Agreement except that time off with pay may be imposed at any time. The employee shall then be able to appeal Step 3 decision to arbitration, as set forth in Article 9 of this Agreement.

ARTICLE 34. LABOR/MANAGEMENT

The Union and the City of Rocky River shall establish a Labor Management Committee, for the purpose of discussing and, if possible, resolving mutual work related problems. The Committee shall consist of two (2) union representatives and the Mayor, or his designee, and the Chief of Police. The Committee shall meet at least once every four months, unless waived by mutual agreement.

An agenda shall be developed no later than seven (7) calendar days prior to a scheduled meeting. Each member of the Committee may contribute to the agenda. Matters on the agenda shall be considered resolved only by unanimous agreement of the Committee. The City and the union shall make every effort to implement their unanimous resolutions. The Committee shall have no authority to amend or modify the terms of this Agreement.

ARTICLE 35. NO STRIKE/LOCK OUT

(A). The union, its representatives and employees shall not call, sanction, encourage, finance and/or assist in any way in any strike, walk-out, work stoppage, or slow down at any operation or operations of the City for the duration of this Agreement.

(B). The union, its representatives and employees shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of (A) above-mentioned, committed by its representatives or employees. In the event a violation occurs, the Labor Council shall promptly notify all employees that such action is prohibited and advise all employees to return to work at once.

(C). The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 36. PRINTING AND SUPPLYING

A copy of this Agreement shall be furnished by the employer to each member of the bargaining unit, and at no cost to said member.

ARTICLE 37. INTERNAL INVESTIGATIONS/PROCEDURE

When a member of the bargaining unit is subject to investigation in regard to a matter directly related to immediate disciplinary action such as suspension, demotion or dismissal, the formal interview shall be conducted under the following conditions:

A formal interview is part of an investigation called for the sole purpose of deciding whether or not charges should be made against a member of the unit. The calling for a formal interview is within the discretion of the City.

Formal interviews shall be conducted at a reasonable hour when the member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required. Such formal interview shall take place at the police headquarters and/or at the Mayor's office.

The member under formal interview shall be informed of the officer in charge of the interview and all persons present during the interview. All questions directed to the member under formal interview shall be asked by and through one interviewer, unless waived by the member.

The member under investigation shall be informed of the nature of the investigation prior to any formal interview.

Formal interview sessions shall be for a reasonable period and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

At the request of the bargaining unit member under formal interview, he shall have the right to have counsel present or any other bargaining unit member designated as a representative who shall be present at times during the interview, unless waived by the member. The formal interview shall be suspended for a reasonable time until representation can be obtained. Member's representative shall not take part in said formal interview other than to advise said member.

The member under formal interview or investigation shall not be threatened during this interview, but if applicable, shall be advised that he may be temporarily suspended with pay, or transferred until completion of the interview or investigation.

If the member while being formally interviewed becomes suspect to a criminal action and/or such interview becomes an interrogation, as the result of the interview, he shall be completely informed of his Miranda rights prior to the commencement of the interview.

A complete record, either written, taped or transcribed, shall be kept of the complete formal interview of the member, including all recess periods. A copy of the record shall be available to the member or his counsel upon request at actual cost. The member shall receive a copy of the final Departmental or Administrative decision as to the formal interview or investigation.

Any section of this Article that refers to a member also refers to any bargaining unit members of job related incidents, that require formal interviews stemming from an ongoing investigation.

Any member who has been accused of misconduct, or a violation of the department rules and regulations, and such accusations are made by any person, require an investigation by the department, shall have a written and signed statement by the party or parties who have made such accusations. A copy of this report shall be made available to the bargaining unit member upon his request at the formal interview unless such statement is not a public record under Ohio law.

To conduct an investigation a complaint must be filed with the Police Division. To conduct a formal interview a complaint must be filed with the Police Division and signed.

ARTICLE 38. TERM

This Agreement shall become effective on January 1, 2013 and shall terminate on December 31, 2015, subject to the provisions for reopening wage negotiations for the year commencing January 1, 2015 as stated in Article 13 above.

ARTICLE 39. LEGALITY

It is the intent of the City of Rocky River and the Union that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this contract.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of this agreement. No verbal statements shall supersede any provisions of this Agreement.

ARTICLE 40. SERVICE WEAPON AT RETIREMENT

At the time of retirement, an employee may purchase his service weapon from the City after the execution of an indemnification by the retiring officer at the following rates:

Revolver - \$10.00 Semi-automatic - \$25.00

ARTICLE 41. THIRD PARTY WORK

The Rocky River Police Division policy regarding the fair and equitable distribution of off-duty work shall be in effect for the term of this Agreement and not be changed unless bargained with the union.

ARTICLE 42. SICK LEAVE DONATION

With approval by the Chief, an employee may transfer any unused sick leave to another employee for use by such other employee when no further sick leave is available to such other employee. Such transfer shall result in a deduction from the transferring employee's sick leave accumulation on the basis of one (1) hour for every one (1) hour transferred. Any such transfer shall be no less than eight (8) hours.

ARTICLE 43. DIRECT DEPOSIT

Effective March, 1, 2013 all employees will be paid by direct deposit.

Direct deposit of earnings is a benefit to employees. Employees must complete an authorization form in writing to the Director of Finance. Employees shall allow the employer a reasonable time to process any initial participation. Participation will apply to all compensation due to the employee and will be processed as a single transaction based on information contained in the authorization form.

Employees will be paid on a bi-weekly basis.

ARTICLE 44. EMPLOYEE HANDBOOK

Employees agree to be bound by all provisions of the City's *Employee Handbook* not in conflict with any article of this Agreement.

ARTICLE 45. ACCRUAL AND PAYMENT OF CERTAIN BENEFITS

(A). Notwithstanding any other provisions in this Agreement, benefits under Articles 15 (Educational Differential), 16 (Uniforms) and 19(E) (Firearms Qualification) shall not accrue and shall not be paid from the first day until and including the last day of an unpaid disciplinary or unpaid administrative leave and from the ninety-first (91st) day until and including the last day of a paid disciplinary or paid administrative leave. If an employee is placed on such disciplinary or administrative leave, benefits under the above Articles 15, 16 and 19(E) shall be prorated for the respective days set forth herein for the calendar year of such leave.

(B). Notwithstanding any other provisions in this Agreement, benefits under Articles 20 (Holidays), 22 (Sick Leave) and 23 (Vacation Leave) shall only accrue and be paid to employees who are on one of the following duty statuses:

- (1) Active or on vacation
- (2) Paid sick leave or FMLA leave
- (3) Military duty
- (4) Paid administrative leave
- (5) Job related medical leave of absence

ARTICLE 46. PERFORMANCE DEVELOPMENT PROGRAM

Performance evaluations shall be done at least annually for every employee of the Police Division. Evaluations of Patrolmen and Detectives shall be done by the Sergeants and Lieutenants except that the Chief shall evaluate the Sergeants and Lieutenants, the Director of Public Safety-Service shall evaluate the Chief and the Mayor shall evaluate the Director of Public Safety-Service.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

THE CITY OF ROCKY RIVER

Edward L. Kolenc

Edward L. Kolenc
Negotiator

Date 2-15-13

Pamela E. Bobst

Pamela E. Bobst
Mayor

Date 2-8-13

Kimberly A. Forkins

Kimberly A. Forkins
Negotiator

Date 3-8-13

APPROVED AS TO FORM:

Andrew D. Bemier

Andrew D. Bemier
Law Director

Date 2-8-13

Gregory P. King

Gregory P. King
Negotiator

Date 2/17/13

**SECOND ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
AND THE CITY OF ROCKY RIVER**

WHEREAS, the following is an Addendum to the 2009-11 Collective Bargaining Agreements and 2011 Addendums between the City of Rocky River and the two Ohio Patrolmen's Benevolent Association bargaining units representing the City Police Department employees ("OPBA") collectively referred to herein as "the parties", for the 12-month period commencing September 24, 2012; and

WHEREAS, the parties have mutually agreed to the terms of this Addendum, which has the specific purpose of establishing a provisional twelve (12) hour work schedule for various employees who are members of the OPBA, with a recognition that certain wages and other benefits identified in Exhibit "A" will necessarily be modified; and

WHEREAS, during the course of the period covered by the Addendum, the wages and benefits provisions provided for in the attached Exhibit "A" shall supersede the like kind provisions stated in the CBA, with any inconsistencies between them resolved in favor of Exhibit "A"; and

WHEREAS, the parties acknowledge that the Chief of Police and/or Mayor shall identify those OPBA employees who shall be subject to the twelve (12) hour work schedule, and further, that the Chief of Police and/or Mayor reserve the right to designate certain other OPBA employees shall continue to work an eight (8) hour shift schedule.

WHEREAS, the parties fully understand that the employer, the City of Rocky River, is not in any manner whatsoever relinquishing any of its management rights; and

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

1. Effective on or about September 24, 2012, a twelve (12) hour shift work schedule for the OPBA employees will be IMPLEMENTED by the Chief of Police and/or Mayor.
2. Certain contractual changes regarding wages and benefits will be ADOPTED during the period concurring with the provisional twelve (12) hour shift work schedule as more fully set forth in the revised articles attached hereto, and incorporated herein as Exhibit "A", specifically set forth therein, none of which shall apply to anyone other than twelve-hour shift OPBA employees, unless same exist in the 2009-11 CBA and 2011 Addendum.
3. The twelve (12) hour shift work schedule shall be ADOPTED on a trial basis only, with the understanding that if there are any problems or difficulties with scheduling of shifts, or the performance of the officers there under, or causing an

increase in personnel costs including overtime, the Chief of Police and/or Mayor in his or her exclusive discretion may unilaterally and without participation or discussion with the OPBA or its members, discontinue such provisional twelve (12) hour shift scheduling, upon sixty (60) days written notice to the OPBA.

4. The work schedule shall be compromised of twenty-eight (28) days. The provisional twelve (12) hour shift schedule shall be comprised of a day schedule (7:00 a.m. to 7:00 p.m.) and a night schedule (7:00 p.m. to 7:00 a.m.). There shall be two (2) eight (8) hour shifts in each twenty-eight (28) day schedule. The day schedule will be manned by the "A" shift and the "B" shift, and the night schedule will be manned by the "C" shift and the "D" shift. The lieutenants, sergeants, and patrolmen affected by the twelve (12) hour shift work schedule shall be provided the opportunity to choose a shift according to seniority in his or her bargaining unit, but subject to the overriding discretion of the Chief of Police and/or Mayor in the ultimate and final selection of employees for each shift. It is expressly understood there shall be no obligation of minimum manning for each shift.

5. This Addendum shall be reviewed prior to its expiration date. At that time, the Addendum may be renewed for another twelve (12) month period by the Chief of Police and/or Mayor.

6. This Addendum shall expire on September 24, 2013.

IN WITNESS WHEREOF, the parties hereunto signed by their authorized representative this 25th day of June, 2012

FOR THE UNIONS:

Pat Edward Ghalic '26
Ohio Patrolmen's Benevolent Association
Patrolmen Bargaining Unit

Sam J. [Signature]
Ohio Patrolmen's Benevolent Association
Sergeants, Lieutenants and Captain Bargaining Unit

FOR THE EMPLOYER:

Pamela E. Borst
City of Rocky River
Mayor

12 HOUR SHIFT AGREEMENT

EXHIBIT "A"

1. ARTICLE 13 (B). SHIFT DIFFERENTIAL

Any employee for hours actually worked between 7:00 p.m. and 7:00 a.m. shall receive an additional hourly compensation of forty cents (\$.40) per hour. This amount shall be included in the calculation of the employee's overtime rate of pay.

2. ARTICLE 18. WORK DAY/PERIOD/SCHEDULED HOURS

(A) For the purpose of this Agreement, a work day for employees, with the exception of change-over, training assignment, unit shift, or pre-scheduled overlapping in part of whole shifts, shall consist of twelve (12) regularly scheduled, consecutive hours during a twenty-four (24) hour period of time. A twenty-four hour period commences at the beginning of a regularly scheduled twelve (12) hour shift. There shall be two (2) eight (8) hour shift scheduled for each employee during every twenty-eight (28) day period; the commencement of these eight (8) hour shifts shall be determined by the Chief of Police or his designate under his sole discretion.

(B) Each employee's work period will consist of a twenty-eight (28) day period beginning on the Monday that the employee is regularly scheduled to work, and ending on the Sunday of the employee's regularly scheduled weekend off. The normal twenty-eight (28) day period for employees assigned to twelve (12) hour shifts (and two eight (8) hour shifts) is one hundred sixty (160) hours.

(C) The Chief of Police or his designate will attempt to schedule employees for the two eight (8) hour shift assignment within each twenty-eight (28) day period on a day

when that employee is scheduled for a training education session. Employees scheduled for one (1) or two (2) consecutive days of eight (8) hour training/education will return to complete his/her twelve (12) hour shift following such training/education, if practicable based on location and travel time of said training/education, which shall be determined in the sole discretion of the Chief of Police or his designate. Employees scheduled for three (3) or more consecutive days of eight (8) hour training/education will be converted to eight hour days for the training/school. The employees will then be required to adjust their schedule in order to work their 160 hours scheduled in that twenty-eight (28) day work period.

3. ARTICLE 19. OVERTIME

(A) Employees shall receive one and one-half times their regular hourly rate for all hours worked in excess of twelve (12) hours per day when working a twelve (12) hour shift, or for all hours worked in excess of eight (8) hours a day when working an eight (8) hour shift, all hours worked in excess of one hundred sixty (160) hours in any twenty-eight (28) day period. The regularly hourly rate shall be calculated by dividing the annual salary established by contract, by 2080 hours.

(B) No employee shall work in excess of sixteen (16) hours in any twenty-four (24) hour period.

(C) Considering Beck Case principles, Bargaining Unit members may take up to two (2) days off for a total of twenty-four (24) hours in any combination of compensatory time and vacation time per calendar year regardless of manpower provided they give notice at least ten (10) days prior to the requested Beck Day.

4. ARTICLE 20. HOLIDAYS

Each full-time member of the Police Division shall, in addition to his established annual vacation period, be entitled to receive each year, eighty-eight (88) hours in holiday pay as follows:

CHRISTMAS DAY	INDEPENDENCE DAY
NEW YEARS DAY	LABOR DAY
MARTIN LUTHER KING DAY	VETERANS DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	1/2 DAY BEFORE CHRISTMAS DAY
MEMORIAL DAY	1/2 DAY BEFORE NEW YEARS DAY

Each member of the Police Division assigned to shift duty shall also be entitled to receive Easter Day as a paid holiday. Members of the Police Division assigned to shift duty will be paid half time additional for actual hours worked on the City's legal holidays.

5. ARTICLE 23. VACATION LEAVE

Considering Beck Case principles, Bargaining Unit members may take up to two (2) days off for a total of twenty-four (24) hours in any combination of compensatory time and vacation time per calendar year regardless of manpower, provided they give notice at least ten (10) days prior to the requested Beck Day. The request must have Chief's approval. It is understood that the Chief sets shift manpower limits and standards. Also, only one employee per twelve (12) hour shift may be granted such a request, and, once approved, any other request for the same or substantially same period will not be approved even for a more senior employee.

City of Rocky River									
Education Differential Pay									
Police Division, Patrol Officers									
				2012		2012		2012	
	Emp.			Base		Education		Education	
Dept	#	Name	Grade	Pay		%		Amount	
141	249	BERNHARDT, MICHAEL H	PO	68,777.38		4.50%		3,094.98	
141	215	BIRD, RICHARD A	PO	68,777.38		5.00%		3,438.87	
141	207	BLAZER, MATTHEW D.	PO	68,777.38		7.00%		4,814.42	
141	303	CAMP, CHRISTOPHER	PO	52,611.85		0.00%		0.00	[1]
141	299	CZAPLICKI, NEIL	PO	56,242.06		0.00%		0.00	[1]
141	218	DAWSON, WILLIAM C	PO	68,777.38		7.00%		4,814.42	
141	302	DIORIO, NICHOLAS	PO	52,611.85		0.00%		0.00	[1]
141	230	FORKINS, KIMBERLY A	PO	68,777.38		5.00%		3,438.87	
141	296	GONZALEZ, NATHANIEL	PO	56,242.06		0.00%		0.00	[1][2]
141	208	HAMAOU, MONTE A.	PO	68,777.38		7.00%		4,814.42	
141	251	HILL, TRACEY S	PO	68,777.38		7.00%		4,814.42	
141	250	HINE, JEFFREY J	PO	68,777.38		5.00%		3,438.87	
141	213	KING, GREGORY P	PO	68,777.38		7.00%		4,814.42	
141	214	KOLENC, EDWARD L	PO	68,777.38		7.00%		4,814.42	
141	289	PAVIA, MICHAEL	PO	68,777.38		5.00%		3,438.87	
141	297	RANCOURT, MATTHEW	PO	56,242.06		0.00%		0.00	[1]
141	292	RODRIGUEZ, MATTHEW	PO	68,777.38		5.00%		3,438.87	
141	236	RUSINKO, NICHOLAS G	PO	68,777.38		7.00%		4,814.42	
141	246	SCHILL, THOMAS A	PO	68,777.38		5.00%		3,438.87	
141	241	SELONG, GARTH D	PO	68,777.38		7.00%		4,814.42	
141	294	TROHA, STEPHANIE	PO	68,777.38		4.00%		2,751.10	[2]
141	245	WITALIS, CRAIG A	PO	68,777.38		5.00%		3,438.87	
	[1] -	probationary employee; the maximum pay rate for Patrolmen of \$68,777.38 will be presumed							
		& applied to these employees for calculation of educational allowance only.							
	[2] -	continuing education employee							
	*	The calculation for an educational allowance for all footnoted officers, probationary or otherwise,							
		will be based on the 2012 maximum base pay rate for Patrolmen of \$68,777.38, so that such officers							
		will have 2012 base pay rate calculation parity with fellow officers already receiving the allowance.							

Exhibit "C"

Compensation Criteria and Guidelines for Educational Achievement

(a) Educational Panels. There is hereby established an Educational Panel within the Police Division and an Educational Panel within the Fire Division. The membership of these panels will consist of the Safety-Service Director and the individual Chiefs of the respective divisions.

- (1) It shall be the duty of the Educational Panels to establish the criteria and guidelines which must be met by the participating members. This shall include the accrediting of those professional courses applicable to the respective divisions and the establishment of credits to be earned through attendance and successful completion by the participating members. They shall further review and approve those academic courses for which credits may be earned through the attendance and successful completion by the participating members.
- (2) Upon the inception of this plan and, at least annually thereafter, there shall be a combined meeting of all members of the Educational Panels to establish and review guidelines common to both safety divisions.
- (3) Upon the inception of this plan, and, at least annually thereafter, it shall be the duty of the Educational Panels to establish, maintain and update a master listing of all courses available and approved for the receipt of educational points.
- (4) It shall be the duty of the Educational Panels to maintain an active file on each eligible member showing his current achievement level.
- (5) The Safety-Service Director shall certify the total approved points earned each year by the participating members of the safety forces and shall submit this certification to the Finance Director by August 1 of each year. The Finance Director shall compute the amount of additional compensation due each participating member from the schedule contained herein and shall cause this additional compensation to be paid on or about August 15 of each calendar year.
- (6) The Safety-Service Director shall have the authority to approve or disapprove any recommendations made by the Educational Panels.
- (7) The Safety-Service Director shall submit an annual report on the activities of the Educational Panels to Council by October 15.

(b) Point System. There is hereby established a point system to determine the level of achievement under this program which points shall be awarded to the participating

members of the safety forces upon the successful completion of any course or courses approved by the Educational Panels.

- (1) For each college quarter credit hour earned; one (1) point.
- (2) The relative values of non accredited professional courses shall be determined and established by the Educational Panels.

(c) Eligibility. All full-time members of the safety forces of the City shall be eligible to participate in this education program.

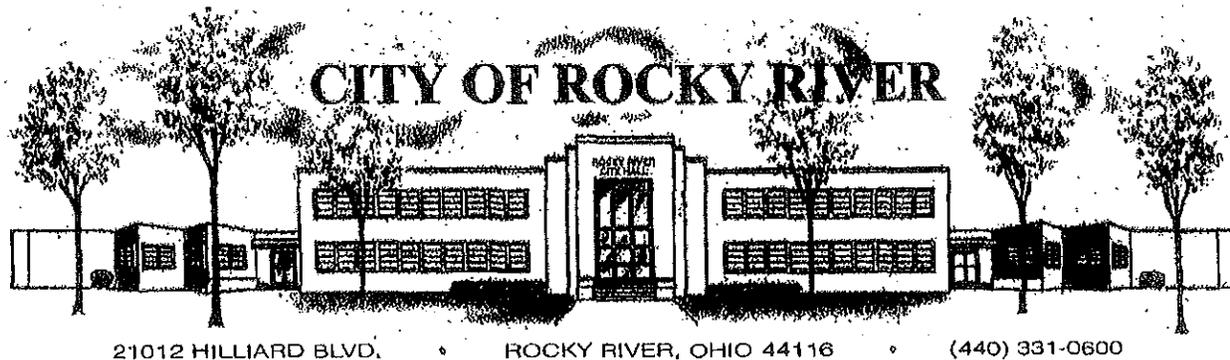
(d) Payment of Benefits.

- (1) The rate for computing this payment shall be one-half percent (1/2%) for each ten (10) points accumulated up to and including One Hundred points (100) and one-half percent (1/2%) for each Twenty-Five (25) points accumulated in excess of One Hundred (100) points. In addition, each member of the Police and Fire Divisions who completes and passes the State of Ohio Emergency Medical Technician Ambulance Course and remains certified, shall receive one percent (1%) of their base salary. Each member of the Police and Fire Divisions who completes and passes the State of Ohio's Emergency Medical Technician Paramedic Course and remains certified shall receive an additional two percent (2%) of their base salary. In no event shall any payment under this section exceed seven percent (7%) of the participating member's base salary.
- (2) It shall be the responsibility of the participating members of the safety forces to provide his respective education officer with a school transcript or other competent grading evidence that the course or courses were successfully completed.
- (3) Upon the inception of this plan, all full-time active members of the safety forces with two (2) or more years of service, shall receive full point credits for those courses previously successfully completed and approved by the Educational Panels.
- (4) There shall be no point credit or additional compensation paid for the successful completion of any course or courses that are or may become required for qualifications to become or to remain a member of the safety forces of the City.
- (5) Any man appointed to the safety forces after the inception of this educational program who has previously achieved an associate's degree or a bachelor's degree, or the equivalent number of points in those areas approved by the Educational Panels, shall be eligible for educational benefit payments as follows:

<u>Type Degree</u>	<u>Years Service</u>	<u>Percent of Base Salary</u>
Bachelors and Associates	After 2	3
Bachelors and Associates	After 3	4
Bachelors and Associates	After 4	5
Bachelors Only	After 5	7

- (6) Any man appointed to the safety forces after the inception of this educational program who has previously completed courses approved by the Educational Panels or who has accumulated college credits shall be eligible to receive education benefit payments, after two (2) years service with the City as follows: The Education Officer of the respective division shall record the total approved points or college credits earned prior to the member's appointment and shall place them in a reserve account to be drawn upon as the member accrues points while in the employment of the City on a one (1) point ratio. (i.e. Each point earned as a safety officer of the City will be matched with one (1) point from the member's reserve account until such time as the reserve account is depleted.) Any points or credits that may remain in a member's reserve account after five (5) years service with the City shall be transferred and will then become a part of the member's accrued total.

Exhibit D



December 27, 2012

Mr. S. Randall Weltman
Ohio Patrolmen's Benevolent Association
P.O. Box 338003
North Royalton, OH 44133

Re: Letter of Understanding

Dear Mr. Weltman,

Please accept this letter of understanding concerning the provision of Article 26 - Health Benefits, as spousal coverage elimination is a factor to be considered in plan redesign, if necessary to maintain the 5% cost threshold of health insurance coverage in years 2014 and beyond.

Kindly indicate your understanding by executing a copy of the letter and return it to me. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrew D. Bemer".

Andrew D. Bemer
Law Director

ADB:meu
cc: Mr. Richard Novak

ACCEPTANCE

By: S. Randall Weltman
S. Randall Weltman
Legal Representative for OPBA