

CLEVELAND
HEIGHTS 

STATE EMPLOYMENT
RELATIONS BOARD

2014 MAR 28 PM 2: 20

13-MED-01-0002
0537-01
K#30645

AGREEMENT

BETWEEN

CITY OF CLEVELAND HEIGHTS

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

COMMENCING: APRIL 1, 2013

TERMINATING: MARCH 31, 2015

CLASSIFIED SERVICE CAPTAINS

CLASSIFIED LIEUTENANTS

CLASSIFIED SERGEANTS

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PREAMBLE

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

PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships between the employer and employees and to ensure orderly and uninterrupted efficient operations, the Employer and the OPBA each desire to enter into an agreement reached through collective bargaining.

ARTICLE I RECOGNITION

The Employer agrees to recognize the OPBA as the representative of employees in the following bargaining unit certified by SERB in Case No. 2012-REP-12-0148: all Police Officers and Detectives holding the ranks of Sergeant and above, and excluding the Chief of the Department or those individuals who, in the absence of the Chief, are authorized to exercise the authority and perform the duties of the Chief of the Department.

ARTICLE II DUES DEDUCTION

During the term of this Agreement, the Employer shall deduct assessments and regular monthly dues levied by the OPBA from the wages of those employees who have voluntarily signed a dues deduction authorization form. No new authorization form will be required for any employee for whom the Employer is currently deducting dues.

The OPBA shall establish the amounts of assessment or monthly dues and shall certify to the Employer the amounts due and owing from the employee involved. The Employer shall make the deduction from the first pay in each month and issue a check in the amount of the dues withheld within thirty (30) days to the treasurer of the OPBA.

ARTICLE III AGENCY SHOP

All members of the bargaining unit, as defined in Article I of this Agreement, who have been employed by the City for sixty (60) days or more, 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 equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code, Section 4117.09.

In the event that a service fee is 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 Article II of this Agreement, entitled Dues Deduction.

**ARTICLE IV
MANAGEMENT RIGHTS**

The City of Cleveland Heights shall maintain the exclusive right to:

1. Determine matter of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of The Public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of The Public Employer as a governmental unit.
10. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance. However, a grievance claiming that a City policy is unreasonable may only be brought in conjunction with a grievance of disciplinary action imposed under said policy.

**ARTICLE V
EMPLOYEE RIGHTS**

Section 1. Employees in the bargaining unit covered by this Agreement shall have the right to:

- A. Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in, except as otherwise provided in Chapter 4117 of the Revised Code, any employee organization of their own choosing.
- B. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid protection.
- C. Representation by an employee organization.

- D. Bargain collectively with their public employers to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements.

Present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

Section 2. An employee has the right to the presence of an OPBA representative and/or attorney at all disciplinary hearings and/or disciplinary interrogations, if requested by the employee. Such rights shall not be exercised for the purpose of unreasonable delay. An "interrogation" means that the Chief or his designee has conducted a preliminary fact-finding investigation and has determined that reasonable grounds may exist for disciplinary action against an employee.

Section 3. Before an employee may be charged with any violation of a City policy or rule for a refusal to answer questions or to participate in an investigation, he shall be advised that his refusal to answer such questions or to participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 5. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. If the City tape records an investigatory interview that results in the issuance of discipline, it shall provide a copy of the tape to the OPBA after the Union initiates a grievance related to the discipline.

ARTICLE VI HOURS OF WORK

Section 1. The normal workweek for employees shall be 40 hours per week. Nothing contained in this Article shall prohibit the scheduling of additional hours in excess of 40 hours per week as may be determined by the Employer.

Section 2. Employees scheduled to work an eight (8) hour shift shall be compensated at one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours per day and/or 80 hours in a two-week work period. Employees scheduled to work a 12 hour shift shall be compensated at one and one-half (1½) times their regular rate of pay for all hours worked in excess of 12 hours per day and/or 80 hours in a two-week work period. An employee's regular rate of pay shall be determined in accordance with applicable law.

Section 3. Compensatory Time. Each bargaining unit employee shall have the option of banking overtime as compensatory time, at the rate of 1.5 hours for each overtime hour worked. Each bargaining unit employee may accumulate a compensatory time bank of up to a maximum of 48 hours. Compensatory time off must be used in full shift increments (eight or 12 hours) and must be approved by the Chief or his designee.

Section 4. Court Time. For a required off-duty court appearance during morning or afternoon court sessions, all officers will be paid three (3) hours at the overtime rate or paid for the actual hours worked, whichever is greater.

Section 5. Call-In Pay. Any employee called into work during his off-duty hours, other than for disciplinary reasons, will receive two (2) hours pay at the overtime rate or pay for actual time worked, whichever is greater.

ARTICLE VII VACATION

Sworn members of the police shall accrue vacation leave and leave in lieu of holidays according to the following schedule:

| <u>Length of Consecutive Service</u> | <u>Accrual Per Pay Period</u> |
|---------------------------------------|-------------------------------|
| Up to and including the sixth year | 6.46 hours |
| 7 years up to and including 12 years | 8.00 hours |
| 13 years up to and including 18 years | 9.54 hours |
| 19 years or more | 11.08 hours |

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the Chief of the department in line with the needs of the Police Department. For smoothness in scheduling in the Police Department, vacation leave may be taken before actually accrued upon approval of the Chief of the Department. When an employee terminates his employment with the City, the Director of Public Safety shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period can be carried forward into the next calendar year without written consent of the City Manager. Employees shall be paid for vacation leave and leave in lieu of holidays accrued but unused at the termination of their employment, provided, however, that no employee shall be entitled to any vacation or reimbursement for unused vacation until such employee has worked six (6) months or more.

ARTICLE VIII SICK LEAVE

All employees shall accumulate sick leave at a rate of 4.6 hours for every eighty (80) hours worked. Sick leave accumulation will not be capped.

Employees who have been in the employ of the City for two (2) consecutive full years, but less than five (5) consecutive full years, may be eligible for payment of accrued unused sick leave, upon termination of employment for other than disciplinary reasons.

The City will pay unused sick leave according to the following formula: Unused sick leave multiplied by the appropriate conversion ratio. The following schedule shall be used in determining the proper conversion ratio: Two (2) consecutive full years, but less than Five (5) consecutive full years.

| <u>Accrued Sick Leave</u> | <u>Conversion Ratio</u> |
|---------------------------|-------------------------|
| 0 - 320 hours | 1/4 |
| 321 - 640 hours | 1/3 |
| 641 - 960 hours | 1/2 |

For officers who have been in the employ of the City for over five (5) consecutive full years he/she shall be paid out at the time of separation a maximum payout of one-half (1/2) or 50% of sick time accumulated with a maximum of 1,500 hours for payout purposes. Therefore, the maximum payout that could be achieved is 750 hours.

For purposes of this subsection, the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided by 2,080 hours.

Sick leave granted under this Section shall be administered pursuant to rules adopted by the City Manager.

ARTICLE IX HEALTH INSURANCE

Section 1. During the term of this Agreement, the City will provide health insurance for all employees. Dental coverage will be capped at \$1,500.00 per individual per year. The City reserves the right to change insurers or to provide for the hospitalization through a self-funded program, provided that the benefits are equivalent or better than outlined in this Article. The group policy of hospital and medical/surgical insurance shall include:

- A. Comprehensive major medical with deductibles in accord with co-pays and stop loss. Plan "A" or Plan "B" or Kaiser Plan. Effective December 31, 2013, the option to participate in the Kaiser plan shall be eliminated.
- B. A \$25 co-payment per office visit.
- C. Effective the first day of month following ratification, prescription drug co-pays shall be \$15 for generic prescription drugs and \$30 for brand name prescription drugs. Kaiser Plan \$10 co-payment for generic prescription drugs and \$20 for brand.

- D. Effective the first day of the month following ratification, employees shall pay a monthly health care premium of \$25.00 for single coverage and \$50.00 for family coverage.

As compensation for these changes, the City agrees to additional compensation, as set forth below in Appendix A, Base Pay Percentages.

- E. A dental rider which includes:
1. Preventative services paid at 100% of eligible costs.
 2. Basic and major services paid at 80% - 20% co-insurance upon satisfaction of deductibles.

Section 2. In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan.

Section 3. Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

Section 4. A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 5. Effective with the 2014 plan year, the City shall utilize an ad hoc Health Care Committee consisting of representatives of the City (selected by the City) and of the City's bargained for and non-bargained for employees (with no more than one (1) representative from each of the City's bargaining units), which shall review the group health care benefit plan options made available to City employees. The Committee may recommend to the City any benefit changes designed to contain health care benefit costs, but the City retains full discretion and authority to determine the benefit plans made available to City employees.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definitions

- A. Grievance - A dispute between an employee and the City, or between the OPBA and the City, alleging a violation of a specific provision of this Agreement.
- B. Grievant - Any employee or group of employees represented by the OPBA.
- C. Day - Calendar days, excluding Saturdays, Sundays or holidays as provided in this Agreement.

Section 2. Grievance Procedure

The grievance procedures set forth below shall not preclude discussions between employees and the Chief or his designee regarding workplace issues.

Step 1.

Members of the bargaining unit represented by the OPBA, who believe in good faith to have a grievance, shall within five (5) days of the occurrence of the facts giving rise to the grievance, in writing notify the Chief of Police of the nature of the grievance. The Chief of Police shall meet with the grievant within five (5) days. An individual grievant, at his option, may have a designated OPBA representative and/or attorney present at the meeting. If any such grievances are resolved or settled, the City will provide a copy of the grievance settlement to the OPBA. The Chief of Police shall give his written answer within five (5) business days of the meeting.

Step 2.

In the event that the grievance is not settled in Step 1, within five (5) days after the Step 1 response the grievance shall then be submitted in writing to the Director of Public Safety/City Manager of the City or her designee, who shall thereafter meet and discuss the grievance with the individual and/or the designated representative of the OPBA within five (5) business days of receipt of the grievance at Step 2. The Director of Public Safety/City Manager or her designee shall provide a written response to the grievant within five (5) business days of the meeting.

Step 3.

In the event that the grievance is not settled in Step 2, the OPBA may, within ten (10) days of the receipt of the Step 2 response of the Safety Director/City Manager, submit the grievance to final arbitration under the voluntary labor arbitration rules of the American Arbitration Association (list only). In the event that the OPBA fails to submit the grievance to arbitration within the ten (10) day period, the grievance shall not be processed further.

The arbitration hearing shall be conducted under the "Rules of Voluntary Arbitration" of the American Arbitration Association. The fees and expenses of the neutral arbitrator and the costs of the hearing room will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

Section 3. In the event that the grievance proceeds to arbitration, the arbitrator shall have jurisdiction only over the dispute arising out of the grievance and in reaching his decision, the arbitrator shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section 4. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure shall be final, conclusive, and binding upon the City, OPBA, and employees of the Cleveland Heights Police Department, it being understood, however, that this Section does not preclude either the City or the OPBA from filing an action to vacate an arbitration award.

Section 5. Once a grievance is timely filed, the parties may, by mutual agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

ARTICLE XI APPEAL OF DISCIPLINARY ACTION

Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance and arbitration procedures of this Agreement, with the exception that disciplinary action involving a three (3) working day suspension or a lesser form of discipline may only be grieved to Step 2 but shall be excluded from arbitration and not subject to arbitration under this Agreement.

ARTICLE XII TENURE AND ECONOMIC LAYOFF

Section 1. Continued employment of members of the bargaining unit shall be based on the concept of merit employment and shall require good behavior and efficient service of the employee. In addition to good behavior and efficient service, each employee shall be required to maintain all necessary skills, abilities, and certifications required by the Police Department.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their department seniority (last hired, first laid off).

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years. The member, upon being recalled, must report for work assignment within thirty (30) days of the notice of recall or said member shall forfeit all recall rights.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 5. Before any full-time employees are laid off, all part-time employees shall be first laid off.

ARTICLE XIII DISTRIBUTION OF PAYCHECKS

Paychecks will be issued biweekly by the Employer.

ARTICLE XIV BULLETIN BOARD

The OPBA will be allowed two (2) bulletin boards for official OPBA notices to be located in the Police Department.

**ARTICLE XV
MEDICAL EXAMINATIONS**

In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**ARTICLE XVI
DEFENSE OF CLAIMS**

The Employer shall be responsible to provide defense to claims made against the Employer and/or individual employees thereof for alleged acts of negligence committed by employees in the normal course of their employment, and shall indemnify such employee from loss resulting from a judgment rendered against an employee in this circumstance. Nothing contained herein shall require the City to defend and/or indemnify any employee for acts of willful and wanton negligence, or for negligent acts of an employee created, arising and/or occurring outside the realm of the employee's employment duties. No settlement of any claim against an employee for ordinary negligence may require indemnification of the Employer for such loss unless the Employer has agreed to the settlement prior to the time that such settlement is made. Nothing herein contained shall require the Employer to reimburse an employee for attorney fees and costs incurred in defending such a suit unless the Employer has agreed to incur such expense prior to the time that the actual expense is incurred.

**ARTICLE XVII
COMPLAINTS AGAINST OFFICERS**

Section 1. Complaints of any nature against any sworn police officer shall be referred to the Chief of Police. If it is felt that the complaint is sufficiently serious, then the complaint may be required to be made in writing, setting forth the nature of the complaint and the alleged facts. Such written complaint shall be on a form prescribed by the Chief of Police. In cases where it is felt that the complaint is of an extremely serious nature, it may be required that said written complaint be notarized and sworn to under oath by the complainant.

Section 2. Any employee who may be subject to disciplinary action, the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. The City also shall provide a copy to the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

Section 3. All complaints filed in conformance with Section 2 will be investigated in a fair and impartial manner.

Section 4. All complaints that are determined to be unfounded shall not be included in the personnel file of the affected employee and may not be used in any subsequent disciplinary procedure, although the City will maintain any documents related to such complaints in accordance with the Ohio Public Records Law. Anonymous materials shall not be placed in an employee's personnel file unless an investigation determines the complaint is sustained.

**ARTICLE XVIII
ORDINANCES AND RESOLUTIONS**

All of the Employer's ordinances and resolutions in effect at the time of the signing of this Agreement, which impact on wages, hours and terms and conditions of employment of bargaining unit member shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances or resolutions conflict with the terms of this Agreement. Should such a conflict occur, this Agreement shall be deemed as superseding the conflicting ordinances or resolutions.

**ARTICLE XIX
PERSONNEL FILES**

Section 1. An employee may request an opportunity to review any and all documents in his personnel file and make additions or responses to the material contained therein. A request for copies of items included in the file shall be honored.

Section 2. Employees will be notified in writing within 48 hours of any inquiry made by a third-party (non-employee of the City) to view the employee's personnel file. Upon request of the affected employee, all items that are copied and transmitted per such inquiry will be copied and transmitted to the affected employee.

**ARTICLE XX
OPBA REPRESENTATION**

Section 1. The City recognizes the OPBA's right to designate a reasonable number of OPBA Representatives, not to exceed a total of four (4). The OPBA shall notify the City in writing of the employees designated as OPBA Representatives and will update the list as changes occur.

Section 2. OPBA Representatives shall have authority to investigate and present grievances to the designated City representatives in accordance with the provisions of this Agreement.

Section 3. Grievance meetings normally shall be scheduled outside normal working hours. OPBA Representatives and employees shall not be paid for any time spent in grievance meetings with the City that occur outside their normal working hours. Representatives shall be paid for time in grievance meetings with the City and other joint meetings only if the City agrees to schedule such meetings during the representative's regular working hours.

Section 4. OPBA Representatives shall investigate grievances and conduct other OPBA business during non-work hours. However, in emergency circumstances, the Chief of Police or his designee may grant OPBA Representatives a reasonable opportunity to investigate grievances during working hours without a loss in pay.

**ARTICLE XXI
LABOR MANAGEMENT COMMITTEE**

Section 1. A Labor Management Committee will be established within sixty (60) days after the signing of this Agreement to provide a means of communication and understanding between the OPBA and the Department. The Committee will consist of no more than two (2) for representatives of the OPBA and two (2) representatives of the Department. The OPBA will notify the Chief of Police as to the identity of the OPBA representatives.

Section 2. The Labor Management Committee shall meet at a mutually agreeable time and place on a semi-annual basis, provided that either party requests such a meeting. The purpose of such meetings shall be to: (1) notify the OPBA of changes made by the Chief of Police which affect the bargaining unit; (2) disseminate general information of interest to the parties; (3) discuss ways to increase productivity and to improve efficiency; and (4) consider and discuss health and safety matters relating to employees. Negotiated issues and individual grievances will not be a subject matter for discussion at these meetings.

**ARTICLE XXII
FUNERAL LEAVE**

Employees shall be granted 24 hours paid time off to attend the funeral of a member of the employee's immediate family, including parents, grandparents, grandchildren, mother-in-law, father-in-law, spouse, child, step-children, brother or sister. If the funeral is held 350 miles (roundtrip) or more from the City, then an additional two (2) days maximum of sick leave may be taken.

**ARTICLE XXIII
HAZARDOUS DUTY INJURY LEAVE**

An employee covered by this Agreement who is unable to perform his regular duties as a result of a hazardous-duty injury, as defined below, suffered by such employee within the scope of his employment as a full-time employee of Employer, shall be paid his regular compensation during the continuance of such hazardous-duty related injury for a period not to exceed ninety (90) calendar days from the date that such hazardous-duty injury was incurred.

During such leave compensation shall be paid regardless of whether the employee has accumulated sick leave, and any sick leave initially charged shall be restored in full when it is determined the absence is resulting from a hazardous-duty injury. For the purposes of this "hazardous-duty injury" is defined as an injury resulting from those active police duties dangerous and unique, including, but not limited to, apprehension or attempted apprehension of subjects, pursuit, restraint or arrest of subjects, active intervention to prevent the commission of a crime, the investigation of a crime, traffic accident or traffic violation, high risk training and the directing of traffic. An officer sustains a hazardous-duty injury when he is assaulted by any or when he is injured in a motor vehicle or bicycle accident in the course of the performance of duties as a sworn officer. However, a "hazardous-duty injury" shall not include instances in the officer's own negligence or misfeasance caused or contributed to his injury, or in which the

injury resulted from or was aggravated by conduct which violated established departmental standards or procedures.

It is not intended that hazardous-duty injury leave be granted to employees who incur "routine" injuries in the performance of their duties, which employees shall be compensated by the Ohio Bureau of Worker's Compensation.

Employees receiving compensation for hazardous-duty injuries who are off work for more than seven (7) days shall file for temporary total benefits with the Ohio Bureau of Worker's Compensation and sign a document assigning such sums of money to the Employer.

If at the end of the ninety (90) day period the employee is still disabled from the hazardous duty injury the leave may, at the City Manager's sole discretion, be extended for an additional sixty (60) calendar days.

The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification 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 Employer shall extend the period of leave.

ARTICLE XXIV CANINE HANDLER

Any member assigned to the Canine Unit will receive straight compensatory time off, a shift off or a reduced work day or work week, as determined by mutual agreement between the Chief of Police and the Canine Officer. (However, if the Canine Officer is at his compensatory time bank maximum, he must take time off, as determined by the Chief.) This time shall be for time spent caring for and training the dog at home while off duty. This will include, but is not limited to brushing (grooming), bathing, feeding, administering medication and cleaning the kennel. The member will also be assigned a specially equipped vehicle to transport the canine to and from work. The vehicle will not be used for any other reasons unless authorized by the Chief or his designee. The City also will pay all approved expenses for care of the dog. These canine assignments are discretionary, as determined by the Chief. The time off set forth herein shall be three (3) hours per week, in any combination.

ARTICLE XXV OBLIGATION TO NEGOTIATE

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA 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 subject 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 XXVI CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving portions.

Section 2. If an 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XXVII EQUITABILITY CLAUSE

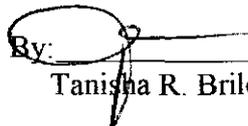
If any other classified Civil Service bargaining unit in the City of Cleveland Heights which is negotiating under the jurisdiction of the State of Ohio Collective Bargaining Act (Chapter 4117) is given by the City or awarded in binding arbitration, a base pay percentage or other applicable fringe benefit (including but not limited to health/hospitalization, insurance pension, etc.) during the term of this contract which exceeds that included in this agreement, then members of this bargaining unit shall receive such additional benefit coincident with its being given to such other classified Civil Service bargaining unit.

ARTICLE XXVIII DURATION

This Agreement between The City of Cleveland Heights and the OPBA shall be effective until March 31, 2015 and thereafter from year to year, unless at least sixty (60) days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after March 31, 2015 either party gives sixty (60) days notice of an intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11 day of October, 2013.

CITY OF CLEVELAND HEIGHTS

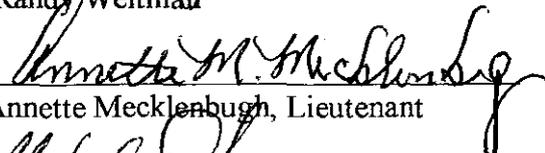
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Tanisha R. Briley, City Manager

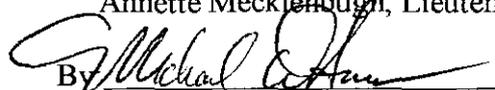
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: 

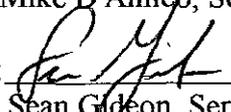
Randy Weltman

By: 

Annette Mecklenburgh, Lieutenant

By: 

Mike D'Amico, Sergeant

By: 

Sean Gideon, Sergeant

APPENDIX A

BASE PAY PERCENTAGES

The base pay increases under the labor agreement are as follows:

2% increase effective upon
ratification

2% increase effective 4-1-14

In consideration of the changes to health insurance in Article IX (sub-paragraph (b) above), employees shall receive an additional 1% base pay increase effective the first regular pay period following ratification to offset the 2013 employee health care cost increases.

The pay differential between Sergeant and Lieutenant and Lieutenant and Captain shall be 11 %.

TUITION REIMBURSEMENT

Section 1. The City of Cleveland Heights will provide tuition reimbursement for college accredited courses, including graduate level courses, taken by employees covered by this Agreement provided that the following conditions are met:

- A. A grade of "C" or better is attained.
- B. Adequate documentation is provided.
- C. Prior approval is received from the Chief of Police. Any denial of such approval shall occur within ten working days of the request.
- D. The rate of reimbursement will be in accord with current public college rates for all officers beginning or resuming studies after April 1, 2000.

Section 2. Effective upon ratification for all officers, except officers currently enrolled (as of October 1, 2013) in a JD Degree or Master Degree program, the following additional conditions shall apply to receive tuition reimbursement for college accredited courses or graduate level courses: (a) the degrees must be in law enforcement or courses of study that the Chief deems are beneficial to the operation of the Department, and (b) the City will provide tuition reimbursement only for Bachelor's degrees and one advanced degree, whether a JD Degree or Master's Degree.

EDUCATIONAL INCENTIVE BONUS

Section 1. Those sworn officers who were hired prior to August 1, 2013, and are officers as of November 1 of each year and who have achieved the following education distinctions shall receive a single annual bonus reflecting their highest single level of educational

achievement, payable on the first payday in December of each year based on the following schedule:

2013 - 2015

| | |
|-------------------------------------|-------|
| Doctorate or Juris Doctorate Degree | 1,323 |
| Master's Degree | 1,103 |
| Baccalaureate Degree | 907 |
| Associate Degree | 560 |

Section 2. Employees hired on or after August 1, 2013 will be eligible to receive the following educational incentive bonus payments on a one-time basis:

| | |
|----------------------|--------|
| Baccalaureate Degree | \$2000 |
| Associate Degree | \$1000 |

Section 3. The above degrees must have been received from a college, university, junior or community college specifically accredited by the North Central Association of Colleges and Secondary Schools or its equivalent regional accrediting authorities. Such degree attainment is as verified by the Chief of Police and Director of Public Safety. A copy of an official diploma must be maintained in the employee's official personnel file. This bonus for degree achievement is not additive, but will reflect a payment for the single, highest such degree attained.

CLOTHING MAINTENANCE ALLOWANCE

On or about July 1 of each year, employees covered by this Agreement will receive a cash payment for uniform maintenance for active officers as of June 1 of the current year, as follows:

2013 - 2014

| | |
|------------------|-------|
| Uniform Officers | 1,400 |
| Plainclothes | 1,562 |

LONGEVITY

In addition to other forms of compensation members shall also receive longevity payment according to the following schedule, payable biweekly:

2013 - 2015

| | |
|--------------------------|----------------|
| 1st through 5th year | no entitlement |
| 6th through 10th year | 16.92 |
| 11th through 15th year | 33.85 |
| 16th through 20th year | 51.24 |
| 21st through 25th year | 69.23 |
| 26th year and thereafter | 76.93 |

The longevity compensation shall take effect for the entire pay period following the employee's anniversary. All service on a full-time basis with the City shall be considered in applying this section, and such service need not be continuous. For the purpose of determining credit for prior

periods of employment, only full months of service shall be considered; credit shall be given for employment during authorized leave of absence for military duty. Longevity compensation may, in the alternative, be paid in December for the year in which accrued.

ACCUMULATED SICK LEAVE BONUS

During the term of the contract, the following paid bonus formula applies to full calendar years 2013 and 2014.

An officer who on December 31 at the end of 2013 and 2014 has accumulated sick leave of 800 hours, and who during the respective calendar year uses no more than 48 hours or less sick leave as of the close of business on December 31, shall be compensated in the form of a cash bonus at the members hourly rate in effect on December 31 of the respective year according to the following formula:

| | | | | | |
|---------------|---|--------------|---------------|---|--------------|
| No hours used | - | 56 hours pay | 24 hours used | - | 32 hours pay |
| 8 hours used | - | 48 hours pay | 32 hours used | - | 24 hours pay |
| 16 hours used | - | 40 hours pay | 40 hours used | - | 16 hours pay |
| | | | 48 hours used | - | 8 hours pay |

No payment will be made for partial 8 hour days. The compensation elected in the form of a cash bonus shall reduce the accumulated sick leave amount proportionately to the number of hours converted.

This provision does not change the unlimited accumulated sick leave, or the formula for payment of unused sick hours at time of termination of employment for other than disciplinary reasons. The bonus provided for in this provision will be paid no later than January 31 following the respective eligible year.

FIREARMS PROFICIENCY

An additional element of compensation will be awarded during the next contract period. On or about September 15th of each year, active officers as of January 1st of the current year, will receive an annual bonus of 2% against the base wage for firearms proficiency. Eligibility shall be determined in July of each year through certification by the Chief of Police as to those officers who have successfully completed the annual stage of fire prescribed by the Ohio Peace Officers Training Council for continuing firearms certification.

GUN UPON RETIREMENT

Upon retirement of an officer after twenty-five (25) years of service on the City force, the City will present to the officer his or her duty sidearm as a token of respect and service with the City.

FIELD TRAINING OFFICER

Any officer designated and performing the duties of a Field Training Officer (FTO) shall receive \$1.50 per hour premium for all hours worked performing the duties of an FTO.

APPENDIX B

COMPENSATION

Employees covered by this Agreement shall be compensated according to the following schedule:

| <u>Position</u> | <u>9/29/13-3/31/14</u> | <u>4/01/14-3/31/15</u> |
|-----------------|------------------------|------------------------|
| Captain | 92,373 | 94,224 |
| Lieutenant | 83,262 | 84,926 |
| Sergeant | 75,026 | 76,523 |

In addition, any officer working on the major holidays of July 4th, Labor Day, Thanksgiving, Christmas and New Year's Day will be compensated at a rate of one and one-half times the officer's base hourly rate of pay.

INVESTIGATOR - PLAIN CLOTHES COMPENSATION

In addition to other forms of compensation, those employees designated as Investigators or Plain Clothes Officers shall receive an additional amount per pay period as specified in the following schedule:

9/29/13-3/31/15

124.23-144.51

The Chief of Police shall have sole authority to make these determinations.

SIDE LETTER AGREEMENT

This is a Side Letter Agreement to two Collective Bargaining Agreements between the Ohio Patrolmen's Benevolent Association and the City of Cleveland Heights for the time period of April 1, 2013 through March 31, 2015 for: (1) Classified Police Officers and Unclassified Basic Patrol Officers; and (2) Classified Service Captains, Lieutenants and Sergeants. As consideration for the execution of said Collective Bargaining Agreements, the parties agree as follows:

The City will pay a one-time Ratification Bonus to each members the Collective Bargaining Units in amounts as stated in this documents. The Ratification Bonuses will be paid by separate check on October 18, 2013.

| | | |
|--------------------------------|---|----------|
| Captain | - | \$920.00 |
| Lieutenant | - | \$840.00 |
| Sergeant | - | \$755.00 |
| Police Officer 1 st | - | \$660.00 |
| Police Officer 2 nd | - | \$640.00 |
| Police Officer 3 rd | - | \$590.00 |
| BPO 1 st | - | \$525.00 |
| BPO 2 nd | - | \$495.00 |
| BPO 3 rd | - | \$465.00 |

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11 day of October, 2013.

CITY OF CLEVELAND HEIGHTS

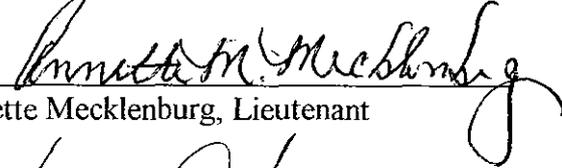
By: 

Tanisha Briley, City Manager

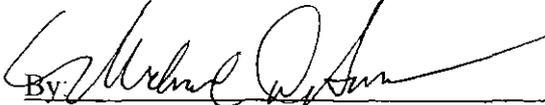
OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

By: 

Randy Weltman

By: 

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By: 

Mike D'Amico, Sergeant

By: 

Sean Gideon, Sergeant

SIDE LETTER AGREEMENT (PAGE 2)

By: Matthew Cinadr
Matt Cinadr, Patrol Officer

By: Trevor Harris
Trevor Harris, Patrol Officer

By: Dan Lastoria A33
Dan Lastoria, Patrol Officer

By: Edward Spehar #120
Edward Spehar, Patrol Officer

By: Greg Jakomin
Greg Jakomin, Patrol Officer

By: Matthew Gerstenfeld #102
Matthew Gerstenfeld, Basic Patrol Officer

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440-237-7900 • FAX: 440-237-6446



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Columbus, OH 43235
614-888-7901 • FAX: 614-888-7906

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

800-457-4190

www.opba.com

800-457-4190
2014 MAR 28 PM 2:20
STATE EMPLOYMENT
RELATIONS BOARD

March 24, 2014

ELECTED OFFICERS

Executive Director
JEFFREY PEDIKINO
Solon P.D., Retired

Executive Secretary
THOMAS M. AUSTIN
Twinsburg P.D.

Recording Secretary
PATRICK M. COLEMAN
Brecksville P.D.

Treasurer
GARY JESSER
Parma P.D., Retired

Financial Secretary
DAVID SPAGNOLO
Bedford Hts. P.D., Retired

Sgt. -At-Arms
RONALD G. CAMPBELL
Cuyahoga County S.O.

Director of Organization
WALTER C. GOULD
Amherst P.D., Retired

TRUSTEES

TERRY GALLAGHER
Parma Hts. P.D., Retired

BRIAN JOHNSTON
Geauga County S.O.

JAMES THOMPSON
Warrensville Heights P.D.

Staff Attorneys

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MARK J. VOLCHECK (Columbus)
JOSEPH M. HEGEDUS (Columbus)
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DANIEL J. LEFFLER
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MICHELLE SULLIVAN (Toledo)

Counsel to the Board

ANDY DOUGLAS

Business Agents

JEFFREY D. PERRY

Sheila S. Farthing, Research & Training
State Employment Relations Board
65 East State Street 12th Floor
Columbus, OH 43215-4213

RE: Ohio Patrolmen Benevolent Association and City of Cleveland Heights
(Patrol Officers/Basic Patrol Officers; Sergeants and Lieutenants)

Dear Ms. Farthing:

Please find enclosed copies of the two (2) separate collective bargaining agreements as referenced above.

Do not hesitate to contact me should you have any questions or comments.

Very truly yours,

S. Randall Weltman, Esq.
Ohio Patrolmen's Benevolent Association

SRW/rak

Enclosures