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02/27/2014

LABOR AGREEMENT

BETWEEN

THE CITY OF SHAKER HEIGHTS, OHIO

AND

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

EFFECTIVE APRIL 1, 2013 THROUGH MARCH 31, 2016

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AGREEMENT

This Agreement is made and entered into this 4th day of February, 2014 by and between the City of Shaker Heights, Ohio, hereinafter referred to as the "City," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union." This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and Labor Council and to maximize the efficiency and quality of the Police Department and the members of the bargaining unit.

ARTICLE I

RECOGNITION

The City recognizes the Union as the sole and exclusive collective-bargaining representative for the bargaining unit which consists of all full-time dispatchers, hereinafter referred to as "employees."

ARTICLE II

AGENCY SHOP - DUES DEDUCTION

Section 1. It is hereby agreed between the City of Shaker Heights and the Union that as a condition of employment, and after a probationary period of sixty (60) days immediately preceding employment or the effective date of this Agreement, all full-time dispatchers of the City of Shaker Heights shall either become a dues-paying member of the Union, or shall remit a fair share fee amount equal to the dues of the Union on the basis of automatic monthly payroll deductions.

Section 2. The City agrees to remit deducted dues or fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc., at 222 East Town St Columbus Ohio 43215-4611, on a monthly basis.

Section 3. Any nonmember of the Union may exercise their option provided in Section 4117.09C of the Ohio Revised Code for a charitable contribution.

Section 4. Any nonmember of the Union may apply for reimbursement of a portion of their fair share fee not used for labor purposes to the reimbursement committee of the Union, as provided in Section 4117.09C of the Ohio Revised Code and the Constitution and By-Laws of the Union.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by explicit provisions of this Agreement, the City shall have the exclusive right to determine the overall methods, process, means or personnel by which the operations are to be conducted; effectively manage the work force and operations; control the premises and facilities; determine the adequacy of and direct the working forces; and maintain and improve the efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, direct, supervise, or evaluate employees; to suspend, discipline, demote or discharge for just cause; to lay off, assign, schedule, promote or retain employees; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge the department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods and/or facilities; to determine work methods; to determine the size and duties of the work force; to determine the number of shifts required and work schedules; to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, number employed, duties to be performed, qualifications required and areas worked, subject only to the restrictions and regulations governing the exercise of these rights are expressly provided

herein. Further, nothing in the Agreement will deprive the City of its inherent managerial rights including, but not limited to, areas of discretion or policies such as the functions and programs of the City, the standards of services, the City's overall budget, the utilization of technology, the City's organizational structure, and the right of the City to determine its overall mission as an employer and to take actions to carry out that mission.

ARTICLE IV

NONDISCRIMINATION

The parties agree that neither the City nor the Union shall discriminate against any individual on the basis of his or her membership or participation in Union matters. The parties also agree that, in accordance with the provisions of state and federal law, there shall not be discrimination against any employee because of race, creed, religion, color, national origin, sex, or disability; and further agree not to discriminate against employees because of their sexual orientation.

ARTICLE V

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 better means of communication and understanding between the Union and the City. The Committee will consist of no more than two (2) representatives of the Union and two (2) representatives of the City. The Union will notify the Chief of Police as to the identity of the Union representatives.

Section 2. Meetings will be held at a mutually agreeable time and place on, at least a semi-annual basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern. At least one (1) week prior to a meeting, each party may submit, in writing, specific discussion items. Individual grievances will not be a subject matter for

discussion at these meetings.

ARTICLE VI

HEALTH AND SAFETY

Section 1. The City shall provide the employees with a safe environment within which to work.

Section 2. In the event an employee is found to have been exposed to an infectious disease in the course or scope of his or her employment, the City shall inform the employee of such exposure as soon as the City acquires such knowledge and will bear the cost of medical treatment and/or prevention for the employee and members of the employee's family so exposed.

Vaccinations against hepatitis B shall be made available, at no cost to the Bargaining Unit Member, for those Members who desire it.

ARTICLE VII

HEALTH INSURANCE

Section 1. Effective April 1, 2013, the City will provide health insurance under the current MMO non-bargaining plan or a plan substantially equal in benefits to the plan, and under the current Health Span (formerly Kaiser Permanente) plan or a plan substantially equal in benefits to this plan, under the following express conditions:

- A. For the Health Span plan ONLY, the employee shall pay a percentage of the monthly plan premium via payroll deduction as follows:
 - a. Effective April 1, 2013 – no change from the 2010-2012 Contract.
 - b. Effective January 1, 2014 – Employees shall pay 10% of the monthly premium.
 - c. Effective January 1, 2015 – Employees shall pay 15% of the monthly premium.

B. For the MMO non-bargaining plan, employees shall pay the following:

<u>Effective Period</u>	<u>Terms</u>
4/01/13 – 12/31/13	No change from the 2010-2012 Contract.
1/01/14 – 12/31/14	Employee Contribution Premiums: 10% of monthly funding rate (premium equivalent) for single and family. Co-Insurance after Deductible: 10% for all services requiring a deductible to a maximum of \$600 single and \$1,200 family in network. Preventative Services: (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network. Out-of-Network Co-Insurance: 30% co-insurance for services out of network to maximum of \$1,500 single and \$3,000 family.
1/01/15 – 3/31/16	Employee Contribution Premiums: 15% of monthly funding rate (premium equivalent) for single and family. Co-Insurance after Deductible: 15% for all services requiring a deductible to a maximum of \$750 single and \$1,500 family in network. Preventative Services: (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network. Out-of-Network Co-Insurance: 30% co-insurance for services out of network to maximum of \$1,500 single and \$3,000 family.

The City will notify the Union of the City's funding rate adjustment for any given year and will

provide the Union with a copy of the actuarial report.

C, Spousal Coverage

Effective January 1, 2014, if an employee's spouse is eligible to participate, as a current employee or in their current enterprise as a retiree, in group health insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage. This exception does not apply to a spouse that is an owner, partner, principal or major office holder in an enterprise that provides medical insurance to employees. In that case, the spouse must enroll in that coverage, regardless of cost.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the exclusive payer of benefits for the spouse unless family coverage with the City is selected and the spouse is enrolled in the City plan in which event the spouse's other plan coverage will be primary and the City will become the secondary payer of benefits except where contrary to law. When and if the primary coverage is less than the secondary coverage, secondary coverage will be applicable and the payment will be based on the City's plan benefits and would be subject to any deductibles, co-payments or co-insurance under the City's plan.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this Agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the City.

Every employee whose spouse participates in the City's group health insurance coverage shall complete and submit to the City, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's

employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance coverage sponsored by the City. Additional documentation may be required.

An employee who submits false information or fails to timely advise the City of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and such false information or such failure results in the City providing benefits to which the spouse is not entitled, the employee will be personally liable to the City for reimbursement of benefits and expenses incurred by the City and will be subject to termination. Any amount to be reimbursed by the employee may be by direct payment by the employee, or, if not, shall be deducted through payroll deduction.

If the City employee is enrolled in single coverage with the City and the spouse is enrolled in single or family coverage with his/her employer, the City will provide one-half of the waiver of health insurance payment that is applicable where the entire family foregoes City coverage. The full benefit at this time is \$250 per month so the amount the City would pay at this time is \$125 per month. If the full benefit increases, the spouse's benefit will increase proportionately.

D. For ALL Plans:

1. The City shall pay the remainder of the monthly health insurance premium not covered by the employee contribution prescribed above.
2. The City shall continue in effect, at its expense, a Section 125 Plan to allow employee contributions to be made on a pre-tax basis.
3. The City may offer alternate plan(s) in addition to the ones specified above. In such case(s), employee/City contributions shall be calculated in a manner determined by the City, but in no case shall the employee contributions exceed the amounts

prescribed above.

Section 2. Effective April 1, 2013, the City will continue the current dental insurance provisions subject to the following changes:

- a. From April 1, 2013 through December 31, 2013, no change from the 2010-2012 Contract.
- b. From January 1, 2014 through December 31, 2014, employees will pay 10% of the monthly funding rate (premium equivalent).
- c. From January 1, 2015 through March 31, 2016, employees will pay 15% of the monthly funding rate (premium equivalent).

The City will notify the Union of the City's funding rate adjustment for any given year and will provide the Union with a copy of the actuarial report.

Section 3 Any employee who is qualified to participate in the City's health insurance program may, at the employee's option, elect not to participate in said program, but instead receive additional compensation in the amount of two hundred and fifty dollars (\$250.00) for each month the insurance is waived. Only employees who provide acceptable proof of other health insurance are eligible to participate in this program. In addition, employees must comply with all administrative requirements established by the Director of Human Resources. Employees whose spouses are also employed by the City of Shaker Heights are not eligible to participate in this program. The monthly opt out payment will increase as the monthly opt out payment increases for non-bargaining unit employees.

Section 4 Employees will be eligible to participate in the City's Wellness Program.

Section 5 The City will continue in effect the present UNUM Short Term Disability Income, Long Term Disability and General Life (\$30,000) insurance (with double indemnity for accidental death) policies of their equivalent at the City's cost.

In addition, employees will be permitted to purchase, through payroll deduction, additional life insurance, to the limit allowed by the City's life insurance carrier, and vision coverage.

Section 6 The parties agree to maintain a joint committee in order to explore alternative health insurance plans which may become available to the parties during the term of the collective bargaining agreement. The committee may be convened at the request of either party.

ARTICLE VIII

GENERAL LIABILITY INSURANCE

The City agrees to comply with the provisions of Sections 2744.07 and 2744.08 of the Ohio Revised Code with respect to liability insurance and indemnification of the employees.

ARTICLE IX

SENIORITY AND LAYOFF

Section 1. Seniority shall govern for purposes of layoffs and recalls or other reductions in force from among the employees.

Section 2. For purposes of this Article, the term "seniority" shall mean total length of continuous service as a full-time dispatcher with the City of Shaker Heights; provided, however, that any layoff or re-assignment to another full-time position within the Shaker Heights Police Department for a period of one (1) year or less shall not constitute a break in continuous service.

ARTICLE X

PROBATIONARY PERIOD

Each newly hired or rehired employee becomes a probationary employee upon the date of his or her employment and remains so until he or she has successfully completed departmental training and one (1) year of service immediately following completion of said training.

Any authorized leave(s) of absence or other approved break(s) in service which exceed(s) thirty (30) days will be added to the probationary period.

During the probationary period, the employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance under this Agreement.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1. The regularly scheduled work shift for all employees of the dispatch center in the City shall consist of eight (8) hours in any twenty-four (24) hour period, and forty (40) hours in any week. Time worked in excess of eight (8) hours in any work day shall be compensated at one and one-half (1 ½) times the base hourly rate of pay. Sick leave will not count toward time worked in the calculation of overtime. All opportunities for dispatching overtime shall first be offered to any available dispatcher(s).

Section 2. A. Any employee in an off-duty status who is ordered by the Chief to report for work or court duty shall be paid a minimum of three (3) hours of pay, or actual time worked, whichever is greater, if six (6) or more hours' notice is provided to the employee.

B. Call-In/Show-Up Pay. Any employee who is called to work after leaving his or her regular shift shall be paid for at least four (4) hours of overtime or for all time worked, whichever is greater, if less than six (6) hours' notice is provided to the employee. Should an employee be called in to work and be sent home prior to completing four (4) hours of work, he or she shall be paid for four (4) hours of overtime if less than six (6) hours' notice is provided to the employee.

Section 3. Each employee shall be entitled to two (2) fifteen minute rest breaks --- one

to be taken during the first half of the scheduled shift and the other to be taken during the second half of the scheduled shift. (Employees working twelve (12) hour workdays shall be entitled to three (3) fifteen minute rest breaks during the scheduled shift.) Each employee shall be further entitled to one (1) thirty (30) minute meal break during the scheduled work shift.

Section 4. Overtime may be accumulated and taken in equivalent time off [one and one-half (1-1/2) hours off for each one (1) hour of overtime worked] but no more than one hundred seventy-five (175) hours of accumulated overtime may be carried into a new pay period (bi-weekly). Where an employee's accumulated overtime exceeds one hundred seventy-five (175) hours, the City may pay for the amount in excess to the employee in the next paycheck.)

ARTICLE XII

VACATIONS

Section 1. Annual vacation leave shall accumulate for each employee on a monthly, pro rata basis, starting from the first of the month following the date of employment, and may be taken thereafter with the permission of the Chief of Police. Vacation leave shall be cumulative to a maximum of thirty (30) days and any further accumulated vacation leave not so taken shall lapse.

Section 2. Annually, each employee with twelve (12) months of continuous service shall be granted two (2) weeks vacation. Each employee with five (5) years or more cumulative service shall be granted three (3) weeks vacation, and with eleven (11) years or more of cumulative service shall be granted four (4) weeks vacation, and with seventeen (17) years or more cumulative service shall be granted five (5) weeks vacation. Vacation leave must be requested at the beginning of the year in which it is to be taken and must be scheduled with the approval of the Chief of Police.

Section 3. In the year in which an employee retires, such retiree may take his/her full

accumulated vacation time for that year or elect to be paid a lump sum for such accumulated vacation time and terminate his or her employment at such earlier date.

ARTICLE XIII

HOLIDAYS

Section 1. The following days shall be established as legal holidays under this agreement:

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

In addition, each employee shall be granted one (1) personal day off at the employee's discretion which shall meet with the approval of the Chief of Police.

Section 2. Each employee working on any of such paid holidays shall be entitled to an additional day off without reduction in pay provided such day off is taken within sixty (60) days after such holiday is acquired. In the event that any of the holidays occur during a vacation period, such employee shall be credited with an additional day toward his/her vacation, without reduction in pay. All such days to be taken shall be approved by the Chief of Police. Additionally, employees may transfer a maximum of eight (8) hours of unused holiday time to compensatory time at the end of a calendar year as long as their compensatory time balance does not exceed one hundred seventy-five (175) hours.

ARTICLE XIV

SICK LEAVE

Section 1. Each full-time dispatcher shall be credited with four and six-tenths (4.6) hours sick leave with pay for each completed eighty (80) hours of regular duty service. Employees may use sick leave, upon approval of the Chief Administrative Officer of the City of Shaker Heights, for absences due to personal illness, injury, exposure to contagious disease

which could be communicated to other employees, and also for illness or injury in the employee's immediate family. Use of sick leave to care for immediate family shall be limited to forty (40) hours per year except for life-threatening illness of a spouse or child. In such case, up to an additional two hundred (200) hours of sick leave may be authorized by the Police Chief so long as the employee's sick leave balance does not fall below two hundred (200) hours. The employee's accumulated sick leave balance shall not exceed one thousand five hundred sixty (1,560) hours on December 31 of any given calendar year. (Any accumulation during a calendar year which results in a balance that exceeds this maximum sick leave balance shall be forfeited on December 31 of that year.)

Section 2. Each employee who has accumulated in excess of ninety (90) days sick leave as of November 1 of any year may elect to receive payment for the excess of those days earned but not used since November 1 of the previous year at the ratio of one (1) day of pay for each three (3) sick leave days so accumulated, with one-half (1/2) of the remaining unpaid sick days allowed to accumulate, subject to the maximum limits provided for in Section 1 of this Article. (Sick leave forfeited at year-end due to the maximum accumulation cap referenced in Section 1 of this Article shall not be deducted as sick time used for purposes of calculating this annual sick leave conversion payment.) Such payment will be in the month of December of that year. In lieu of such payment, an employee may accumulate all unused sick leave up to the maximum accumulation limit provided for in Section 1 of this Article. (For example, an employee who has ninety (90) days of accumulated sick leave and then earns but does not use an additional fifteen (15) days may elect to receive five (5) days of pay and accumulate five (5) additional days, losing the remaining five (5) days – or, in the alternative, may elect to receive no days of pay and accumulate an additional fifteen (15) days.)

Section 3. Each employee who has at least five (5) years of service with the City of

Shaker Heights shall, at the time of his or her retirement or death in service, receive payment based upon the employee's rate of pay at retirement or death, for one-half (1/2) of the employee's accrued but unused sick leave, but not to exceed seventy-five (75) days of pay.

ARTICLE XV

FUNERAL AND JURY LEAVE

Section 1. Three (3) days funeral leave shall be granted to attend a funeral of a member of the immediate family. If the funeral is held 350 miles or more from the City, then an additional two- (2) days maximum of sick leave may be taken. "Immediate family" for purposes herein means parents, grandparents, mother-in-law, father-in-law, spouse, child, brother, sister, or spouse's brother or sister.

Section 2. If an employee is absent from a regularly scheduled day of work for jury duty, the employee shall receive their regular rate of pay. When employees are involved in a legal action as plaintiff or defendant that is unrelated to their job with the City, they will take accumulated vacation leave for all work hours missed.

ARTICLE XVI

MATERNITY LEAVE AND SPECIAL LEAVE

Section 1. Any employee who becomes pregnant, shall upon written request made to the Chief of Police, be granted a leave of absence from work for any period of disability which has been certified by her physician. Total leave time for maternity and childbirth purposes shall not exceed twelve (12) weeks, except in unusual and extenuating circumstances, as approved by the Chief of Police. Use of sick leave during maternity leave shall be limited to that period of disability certified by the physician referenced above.

Section 2. All procedures and rules for leave of absence will be governed by, and comply with, the Family and Medical Leave Act.

Section 3. A temporary leave of absence without pay or other compensation may be approved, at the sole discretion of the Chief of Police, upon written request of the employee. Such approval shall not be subject to the grievance procedure or other review.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees, the Union, and the City. The procedures specified in this article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the department.

Section 2. A grievance is any dispute or difference between the City and the Union, or between the City and an employee, which concerns the interpretation and/or application of and/or compliance with any provisions of this Agreement, including all disciplinary actions.

Section 3. The following procedure shall apply to all grievances arising under this Agreement.

Step 1: An employee who has a grievance should meet with his or her immediate supervisor to attempt to resolve the grievance on an informal basis.

Step 2: If the matter is not resolved in the informal manner described in Step 1, a written grievance must be filed with the immediate supervisor within seven (7) days of the alleged violation of this Agreement. Within seven (7) days after the filing of the grievance, a meeting will be held among the appropriate representatives of the City, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by the Union) a representative of the Union. Within seven (7) days of this meeting, the management representative shall issue a written answer to the grievance.

Step 3: If the grievance is not satisfactorily settled in Step 2, the aggrieved employee(s) or the Union may appeal the Step 2 answer to the Chief of Police or his or her designated representative within seven (7) days after the Step 2 answer was issued. Such appeal shall be in writing and include a copy of the original grievance. Within seven (7) days after receipt of the appeal, a grievance meeting shall be scheduled with the Chief of Police or his designated representative, who, within seven (7) days after the close of such meeting, shall issue a written answer to the grievance.

Step 4: If the grievance is not satisfactorily settled in Step 3, the Union may file, within thirty (30) days after the City's Step 3 answer was issued, an appeal with the Mayor or his/her designated representative. Such appeal shall be in writing, and shall include a copy of the original grievance, and shall specify the reason why the Union believes the Step 3 answer is in error. The Mayor or his/her representative shall reply in writing within thirty (30) days from the receipt of that appeal.

Arbitration: If the grievance is not satisfactorily settled at Step 4, the Union may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within ten (10) days after the Step 4 answer was issued. If the City and the Union cannot agree upon an impartial arbitrator, the Union may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with the Associations' then applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

Section 4. Time Limitations.

(a) To be considered valid, a grievance must be filed in writing within seven (7) days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed

under this provision shall be considered void.

(b) Where a grievance is originally filed in a timely manner, and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

(c) Once a grievance is originally timely filed, the parties may, by mutual agreement, extend the time in which to answer it 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.

Section 5. The Union shall have final authority, in the Union's capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the grievance at the arbitration step of the grievance procedure if the Union determines that the grievance lacks merit or justification under the terms of this Agreement or that it has been settled or adjusted in a fair and equitable manner consistent with the terms and spirit of this Agreement and the underlying, continuing relationship of the parties.

Section 6. 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, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure shall be final, conclusive, and binding on the City, the Union, and the employees.

ARTICLE XVIII

ON-THE-JOB INJURY LEAVE

Section 1. When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of a bona fide high-risk police work (an event arising out of a lawful act of legal intervention) as determined by the City, so as to be physically unfit for duty,

the employee shall be granted a special leave of absence with pay by the City beginning with the fourth working day of such disability, so long as the employee requests such leave within seven (7) days of the date of injury. In order to be eligible for the special on-the-job injury leave as provided in this Article, the employee's disability must be evidenced by a certificate of a physician designated by the City to examine the employee. Special on-the-job injury leave shall not be granted to employees who incur injuries of a routine nature or those which occur in the course of non-emergency situations.

Section 2. Special on-the-job injury leave shall terminate no later than one hundred twenty (120) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

- (a) On the day a ruling is made of permanent and total disability or temporary and total disability.
- (b) When the employee is released by his or her physician to return to work.
- (c) At such time that the employee is declared capable of performing his or her normal duties by a physician appointed by the City.
- (d) If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall immediately report for duty under the conditions set forth in the physician's certificate.
- (e) Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties. Such limited assignments shall not further extend the one hundred twenty (120) days maximum injury leave.

ARTICLE XIX

PERSONNEL FILES AND POLICY

Section 1. Employees may be permitted to review, on an annual basis, their personnel file with at least five (5) days written notice to the Chief of Police. In addition, an employee may inspect his/her file once in direct response to a pending grievance or official file. Such review shall not be made on City time.

Section 2. Should an employee, upon review of his/her file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 3. Letters of caution, warning, admonition, reprimand, and other similar disciplinary action papers shall become contents of the employee's official personnel folder. Oral and written reprimands shall, upon written request to the Chief of Police, be removed from the employee's personnel file after a retention period of three (3) years, unless these reprimands subsequently contributed to additional disciplinary action. Documents pertaining to major offenses shall be retained in the employee's folder for the duration of his/her employment.

ARTICLE XX

CITIZEN COMPLAINTS

Section 1. The City has the right to make preliminary investigations of any complaint filed by the public against an employee relating to their job performance.

Section 2. No employee shall be compelled to make an oral or written statement without first being advised of the complaint.

ARTICLE XXI

TRAINING

Whenever the City requires an employee to be away from the City in order to attend a school or seminar for special training, the employee shall receive travel costs in accordance with the prevailing City travel policy.

ARTICLE XXII

COMPENSATION

Section 1. The salary range for employees covered by this agreement shall be as follows:

	<u>4/1/13</u> (0%).	<u>4/1/14</u> (2%)	<u>4/1/15</u> (2%)
<u>Step A:</u>	\$36,703	\$37,437.06	\$38,185.80
<u>Step B:</u>	\$39,716	\$40,510.32	\$41,320.52
<u>Step C:</u>	\$42,729	\$43,583.58	\$44,455.25
<u>Step D:</u>	\$45,741	\$46,655.82	\$47,588.93
<u>Step E:</u>	\$48,753	\$49,728.06	\$50,722.62
<u>Sr. Dispatcher:</u>	\$49,303	\$50,289.06	\$51,294.84

Section 2. Whenever a full-time employee is required to work an entire shift on a job rated at a higher base salary, he/she shall be paid the base rate at that higher level for that period.

Section 3. Dispatcher Trainer. A dispatcher who is designated to act as a trainer shall receive, as a minimum, an additional one (1) hour of pay at time and one-half for days in which he/she acts in that capacity.

Section 4. Senior Dispatcher Pay. On an annual basis, employees with a minimum of

eight (8) years of police dispatching experience, including at least five (5) years with the City, may receive consideration to receive Senior Dispatcher Pay of \$550, if their performance exceeds standards and they receive the recommendation of their supervisor and approval of the Chief of Police. The eligibility period for Senior Dispatcher Pay shall begin on June 1 of each year and conclude on May 31 of the following year.

Section 5. Uniform Maintenance Allowance. Each employee shall be entitled to an annual cash uniform maintenance allowance payment of three hundred dollars (\$300.00). This will be paid in equal semi-annual payments during the first week of the first and third quarters of the year.

Section 6. Thirty (30) Years of Continuous Full-Time Service. Any employee who completes thirty (30) years of continuous full-time service with the City of Shaker Heights as a Dispatcher or Senior Dispatcher shall receive a one-time lump sum payment of one thousand dollars (\$1,000.00), said amount to be paid on or about the employee's thirtieth (30th) anniversary date.

Section 7. Matron Pay. When a bargaining unit member performs duties related to the intake of female prisoners, she shall be paid two (2) hours of overtime pay per occurrence, regardless of whether one (1) or more female prisoners are involved.

Section 8. LEADS Standards & Validation and Terminal Agency Coordinator Pay. Overtime pay at one and one-half (1½) times the base hourly rate of pay shall be paid to a bargaining unit employee assigned by the Chief of Police to perform duties related to LEADS Standards & Validation and/or Terminal Agency Coordinator, for all such hours worked.

ARTICLE XXIII

LONGEVITY

In addition to the base salary provided employees, longevity payments will be made

according to the following schedule:

Five (5) years continuous service	\$350.00
Ten (10) years continuous service	\$500.00
Fifteen (15) years continuous service	\$750.00
Twenty (20) years continuous service	\$900.00
Twenty-five (25) years continuous service	\$1,050.00

The payment shall be made on or about December 1 of each year. An employee must reach the above scheduled longevity by December 31 of each year to be entitled to the scheduled longevity payment for that year.

ARTICLE XXIV

PAYMENT TO THE ESTATE UPON DEATH

All wages due and owing an employee at the time of his/her death shall be paid in accordance with the laws of the State of Ohio.

ARTICLE XXV

NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slow down, job action, walk-out, concerted sick leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the City. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

Section 2. The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slow down, picketing, work stoppage, or other interference of any

operations of the City is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interference at once.

Section 3. The City shall not lock out employees for the duration of this Agreement.

ARTICLE XXVI

MISCELLANEOUS

Section 1 – Bulletin Board. The City shall maintain for the life of this Agreement a bulletin board in or near the work area of the employees for posting of information of interest to the members of the bargaining unit. There shall be no posting of materials which is scurrilous or defamatory to either other employees or to the City.

Section 2 – Tattoos & Body Piercing. While on-duty in uniform, employees may not have visible any tattoo that is sexually-oriented, gang-related, racially or religiously insensitive or otherwise deemed inappropriate by the Chief of Police. Facial body piercing(s) are prohibited while employees are on-duty in uniform.

Section 3 – Severance Pay In the event an employee’s job is abolished, the employee will be entitled to the following severance pay and other benefits:

A.	<u>Severance Pay</u>	
	<u>Years of Service</u>	<u>Severance Pay</u>
	Less than 1 year	2 weeks’ pay
	1 – 3 years	4 weeks’ pay
	4 – 9 years	6 weeks’ pay
	10 – 14 years	8 weeks’ pay
	15 – 20 years	10 weeks’ pay
	Over 20 years	13 weeks’ pay
B.	<u>Health Insurance</u>	

Employees whose jobs are abolished shall be eligible to receive their existing health care coverage under Article VII Health Insurance for the balance of the month in which

the jobs are abolished and for two additional calendar months which follow the date of their termination or until the date on which they are eligible to receive benefits under another employer's plan, whichever date comes first.

C. Outplacement Services

The City shall provide displaced employees with reimbursement for approved outplacement services at a cost not to exceed five hundred dollars (\$500.00) per individual.

ARTICLE XXVII

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. This Agreement may be amended during its term only by the parties' mutual agreement in writing.

ARTICLE XXVIII

DURATION

Section 1. This Agreement shall remain in full force and effect from April 1, 2013, through March 31, 2016, and from year-to-year thereafter unless at least sixty (60) days prior to that expiration date or any anniversary date thereof, either party provides notice to the other of an intent to modify or terminate this Agreement in accordance with the Ohio Revised Code and Ohio Administrative Code, as amended.

Section 2.

(a) Should any provision of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

(b) Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of February, 2014.

CITY OF SHAKER HEIGHTS, OHIO

FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL, INC.

Earl M. Leiken 1/31/14

Earl M. Leiken, Mayor

Otto Holm, Jr. 2/4/14

Otto Holm, Jr., Staff Representative

Jeri E. Chaikin 2-4-14

Jeri E. Chaikin, CAO

Karen Cendrowski 02/07/14

Karen Cendrowski, Sr. Dispatcher

D. Scott Lee 02/04/14

D. Scott Lee, Chief of Police

APPROVED AS TO FORM:

William M. Ondrey Gruber Lisa Gold-Scott

William M. Ondrey Gruber, Director of Law

Assistant

MEMORANDUM OF UNDERSTANDING

Shaker Hts., Dispatch unit for the Fop/Olci

The parties agree to the following below:

It is specifically agreed that the City shall have the right to utilize part-time employees to cover Dispatcher staffing vacancies and absences, both planned and unplanned, including vacancies in unfilled full time or part time positions, as well as short term absences due to illness, breaks, leaves, vacations and other similar short term and/or temporary absences, that full time Dispatchers cannot or will not fill, and which would otherwise necessitate assigning a police officer. This agreement will not supersede the right of first choice for overtime to full-time dispatchers. "

For The City

Earl J. Leh

Date

7/25/12
07/27/12

For the Union

Arthur Holand
Garrett Cendrowski

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

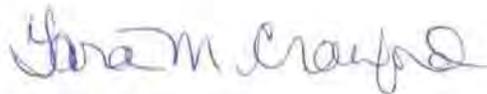
CITY OF SHAKER HEIGHTS,
EMPLOYER.

}
} Case No(s): 13-MED-01-0023
} (Dispatchers)
}
}
}
}
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Patrick Hoban, pjh@zrlaw.com