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LABOR AGREEMENT

BETWEEN

THE CITY OF SHAKER HEIGHTS, OHIO

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(Sergeants & Lieutenants Unit)

*EFFECTIVE JANUARY 1, 2013 through DECEMBER 31, 2015*

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## AGREEMENT

This Agreement is made and entered into this 1 day of October, 2014, by and between the City of Shaker Heights, Ohio, hereinafter referred to as the "City" or the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or the "Union". This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the OPBA, and to maximize the efficiency and quality of the Police Department.

### ARTICLE I RECOGNITION

The City recognizes the OPBA as the sole and exclusive collective bargaining representative for the bargaining unit which consists of all full-time, sworn police officers employed by the City in the rank of Sergeant and Lieutenant and excluding the Chief of Police, Assistant Chief of Police, Deputy Chief of Police, Police Commander, Police Captains, Patrolmen, and Detectives and any positions defined as "management" or "confidential" employees under Ohio Revised Code § 4117.01. The word, "employee," as used in this Agreement, means those employees who are members of the bargaining unit covered by this Agreement. Prior to any classification changes with the Department, the City will meet, confer and mutually agree on such changes with the OPBA.

### ARTICLE II AGENCY SHOP - DUES DEDUCTION

Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues-paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in accord with the provisions of the Ohio Revised Code § 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the OPBA or remit the fair share fee. As provided in Ohio Revised Code § 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

The City agrees to deduct OPBA dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The OPBA shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

Supervisory personnel whose job includes responsibility for disciplining employees or implementing the terms of the contract will recuse themselves from any involvement in representing employees or the Union in matters involving employee discipline or the implementation of the terms of the contract.

**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 suspend, discipline, demote or discharge for proper 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 as are expressly provided herein. Further, nothing in this 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**  
**UNION RIGHTS**

Section 1. An employee, upon request, shall have the right to consult with an attorney or representative of the OPBA during the course of an internal or disciplinary investigation where the employee is a subject of the investigation, or of an investigation of any arrest or incident in which the employee was a participant. The employee shall not be required to answer any questions or complete any written reports until after the expiration of twenty-four (24) hours from the time of any critical incident, or six (6) hours from the time of any non-critical incident.

Section 2. During an interrogation in connection with an internal or disciplinary investigation in which the employee who is the subject of such investigation has been apprised, or reasonably believes, that he or she may be subject to disciplinary action as the result of such investigation, said employee shall be entitled, upon request, to have any attorney or OPBA representative present.

Section 3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the

employee's name and the extent of disciplinary action taken or contemplated until such time as a final departmental ruling has been made and served upon the employee.

Section 4. Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without prior notice to and consultation with that employee and/or the OPBA.

Section 5. All discipline issued shall only be for just cause. With the exception of oral or written reprimands, an employee will be entitled to an informal hearing before the Chief of Police prior to the implementation of the disciplinary action. Prior to such hearing, the employee shall be entitled to notice of the charges. At the hearing, the employee shall be entitled to OPBA representation. Any disciplinary interrogations shall be conducted at a reasonable time and place under the circumstances.

Section 6. In order to be subject to discipline all complaints by a citizen against an employee shall be written and signed. Unfounded complaints against an employee shall not be included in his/her personnel file, and shall not be used in any subsequent disciplinary proceedings or in making promotional decisions.

Section 7. Statements obtained in the course of an administrative internal investigation shall not be admissible in any subsequent criminal proceeding to the extent provided by current law. The City will afford Garrity rights in accordance with applicable law.

Section 8. The Union shall be notified within twenty-four (24) hours after discipline is issued to employees.

Section 9. The foregoing shall in no way be construed so as to limit the authority of the Chief of Police or Safety Director to conduct an internal investigation or to exercise discipline in accordance with the Rules and Regulations of the Police Department, nor shall the foregoing be construed so as to limit the rights of the OPBA set forth under the grievance procedures of this Agreement.

## ARTICLE V UNION LEAVE

With reasonable notice provided, employees elected or appointed to represent the Union shall be permitted during scheduled working hours to attend regular and special negotiation meetings with the City, as well as grievance meetings with the City, without loss of pay.

Membership meetings of the Union can be held in the City police station. Neither committee nor membership meetings shall disrupt the operations of the Police Department or any other business of the City.

**ARTICLE VI**  
**NO STRIKE/NO LOCKOUT**

Section 1. The OPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, 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 OPBA 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 OPBA shall immediately notify all employees that the strike, job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference of any operations of the City is prohibited and is not in any way sanctioned, condoned, or approved by the OPBA. Furthermore, the OPBA shall immediately advise all employees to return to work or to end such interference at once.

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

**ARTICLE VII**  
**NON-DISCRIMINATION**

Section 1. The parties agree that neither the City nor the OPBA shall discriminate against any individual on the basis of his or her membership or participation in OPBA matters. The City and the OPBA 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.

Section 2. Notwithstanding the current language contained in Article VII Section 1, above, there shall be a mandatory retirement age of sixty (60) for all employees in the bargaining unit, with the exception of those specified in a separate *Memorandum of Understanding*, who shall have a mandatory retirement age of sixty-three (63).

**ARTICLE VIII**  
**HOURS OF WORK AND OVERTIME**

Section 1. The normal workweek shall consist of forty (40) hours scheduled time in any week period, and a normal workday shall consist of a scheduled eight (8) hour shift within any twenty-four (24) hour period. All time worked in excess of either

the regularly scheduled work week or work day, except for shift changes and job transfers, shall be compensated at one and one-half (1½) times the employee's regular straight-time rate of pay, inclusive of longevity and educational pay.

Section 2. Overtime may be accumulated and taken in equivalent time off (one and one-half (1½) hours off for each one hour of overtime worked) but no more than two hundred (200) hours of accumulated overtime may be carried into a new pay period (bi-weekly). Where an employee's accumulated overtime exceeds two hundred (200) hours, the City may pay for the amount in excess to the employee in the next pay check.

Section 3. When an employee receives a subpoena to appear as a witness in Cuyahoga County Common Pleas Court to testify in a criminal trial and is subsequently placed on "standby," prior to the required reporting time designated on the subpoena by the county prosecutor, the employee will provide that prosecutor with a means by which the prosecutor can contact him or her in the event that the employee's presence is required at such times as are necessary during the course of the trial. In the event that the county prosecutor calls the employee and notifies him or her after the designated reporting time that the case has been adjudicated, or that the employee's presence is no longer required, that employee will be granted three (3) hours of overtime pay.

Section 4. For court appearances when an officer is off duty, the following shall apply:

- (a) Any employee who on off-duty hours must report to the Clerk of Court to sign papers for a court case will be granted two (2) hours of overtime pay.
- (b) Any employee who on off duty hours appears in the Shaker Heights Municipal Court for a court case will be granted four (4) hours of overtime pay, or the full time spent if in excess of four (4) hours.
- (c) Any employee who on off-duty hours appears in any court on subpoena, civil, criminal, Grand Jury, or for civil hearing or deposition on City cases, other than the Municipal Court of Shaker Heights, will be granted four (4) hours of overtime pay, or the full time spent if in excess of four (4) hours.
- (d) Any employee, before making any changes of a court schedule, shall report to his or her Bureau Commander.
- (e) Any employee who on off-duty hours is required to appear in court more than once in a day, and the court appearances are scheduled apart more than the allotted time compensated in overtime, shall be granted two court appearances. (Example: A court case scheduled at 8:30 a.m. and then another at 12:30 p.m. will count for two court appearances.)
- (f) Any employee who reports for court prior to the start of his/her tour of

duty will receive overtime at the rate established within this Agreement. If a court appearance extends beyond the employee's tour of duty, it shall be governed by Article VIII, Section 1.

Section 5. 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 pay or for all time worked, whichever is greater, if less than six (6) hours' notice is provided to the employee.

Section 6. Employees will be compensated for actual time spent attending any state-mandated testing that occurs outside their regular workday/workweek at the overtime rate of pay.

**ARTICLE IX**  
**COMPENSATION**

Section 1. Base Salary. Bargaining unit employees will receive the following annual base wage increases during the term of this Agreement: January 1, 2013 - 0%; January 1, 2014 - 2% & 1% Supervisory Adjustment; January 1, 2015 - 2%. The annual base salary for employees who are covered by this Agreement shall be as follows:

<u>Position</u>	<u>1/01/13</u>	<u>1/01/14</u>	<u>1/01/15</u>
	(0.0%)	(2.0% & 1.0% Supervisory Adjustment)	(2.0%)
Lieutenant	\$ 88,102	\$ 90,745	\$ 92,560
Sergeant	\$ 78,660	\$ 81,020	\$ 82,640

An employee's hourly straight-time rate of pay is determined by dividing the base salary listed above by 2080 hours per year. An employee's rate of pay for one day is determined by dividing the base salary listed above by 260 days per year.

Section 2. Longevity. In addition to the base salary provided above, employees shall receive longevity pay in accordance with the following schedule:

After seven (7) years of service	\$ 600.00 per year
After twelve (12) years of service	\$ 900.00 per year
After seventeen (17) years of service	\$1,400.00 per year
After twenty-two (22) years of service	\$2,000.00 per year

Section 3A. Educational Incentive. Additional compensation shall be granted to employees hired on or before December 31, 2002 for academic achievement as set forth in this section, subject to the constraints as provided below.

- (a) Upon completion of twelve (12) technical semester credit hours in Law

Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration), an employee shall be entitled to additional compensation in an amount of one percent (1%) of his or her base salary.

- (b) Upon completion of twenty-four (24) technical semester credit hours in Law Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration), an employee shall be entitled to additional compensation in an amount of two percent (2%) of his or her base salary.
- (c) Upon completion of all the required technical credit hours for the Law Enforcement Associate of Science Degree, an employee shall be entitled to additional compensation in an amount of three percent (3%) of his or her base salary.
- (d) Upon completion of twenty-four (24) technical semester credit hours of Law Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration), and thirty (30) other semester credit hours toward the attainment of an Associate of Science Degree, an employee shall be entitled to additional compensation in an amount of three percent (3%) of his or her base salary.
- (e) Upon the attainment of an Associate of Science Degree in Law Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration) or a Bachelor's Degree in any other field of study, an employee shall be entitled to additional compensation in an amount of five percent (5%) of his or her base salary.
- (f) Upon the attainment of a Bachelor of Science (Arts) in Law Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration; Justice Studies; Sociology/Law Enforcement; Sociology with completion of an established and recognized sequence or concentration in Criminology or Law Enforcement), an employee shall be entitled to additional compensation in an amount of seven and one-half percent (7½%) of his or her base salary.
- (g) Upon the attainment of both a Bachelor's Degree in any field of study, other than Law Enforcement (or equivalent) and an Associate's Degree in Law Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration), an employee shall be entitled to additional compensation in an amount of seven and one-half percent (7½%) of his or her base salary.

The credit hours referred to above shall be in the approved course curriculum leading toward an Associate of Science or Bachelor of Science (Arts) Degree in Law Enforcement or an equivalent field (e.g., Police Technology; Criminal Justice; Police Administration). Further, to be eligible for the additional compensation provided for in this section, the employee must have a cumulative grade point average of C or better in the approved course curriculum.

Quarter credit hours shall be converted to semester credit hours on a 3:2 basis (i.e., 3 quarter credit hours = 2 semester credit hours).

Once an employee has completed a minimum of two (2) years' service as a City of Shaker Heights Police Officer and believes that he or she might qualify for Educational Incentive compensation, he or she shall have a transcript of grades furnished to the Chief of Police, who in turn shall, after his or her approval, certify that the employee is eligible for additional compensation to the City Administration. If the request is approved, compensation shall be added to the employee's bi-weekly salary base beginning with the first day of the payroll period following the employee's completion of all the requirements for the additional compensation and the submittal of his or her request, including all required documentation.

#### Section 3B. Tuition Reimbursement/Degree Bonus.

For employees hired on or after January 1, 2003, the following educational benefits shall apply:

Said employees are not eligible for the educational incentive plan outlined in Section 3A above, but shall instead be eligible for tuition reimbursement at 100% for law enforcement courses and other courses taken as part of a recognized and approved course of study towards an Associate's or Bachelor's degree in law enforcement. Program parameters shall be developed, but at a minimum shall include the following requirements: 1) Pre-approval of course(s) by City; 2) Grade of C or higher; 3) Copies of transcript and receipt(s) for payment of tuition; 4) Reimbursement available for tuition and course fees only (not books, supplies, etc.) Further, said employees shall be eligible for a one-time bonus of \$2,000.00 upon future attainment of an Associate's Degree in law enforcement or \$4,000.00 upon future attainment of a Bachelor's Degree in law enforcement.

Section 4. Police Training Officers. A bargaining unit member who is designated to act as a Police Training Officer or is assigned to train another officer, shall receive, as a minimum, an additional one (1) hour of pay at time and one-half for days in which he or she acts in that capacity.

#### Section 5. Uniform Allowance.

- (a) During the first year of service, each employee, in addition to other compensation, shall be provided a complete initial uniform issue as determined by the Chief of Police and approved by the Director of Safety. Additionally, the City agrees to purchase bullet-proof vests for the employees as may be required, and replace them according to the manufacturer's replacement schedule. Thereafter, commencing with his or her third year of service, an employee shall be allowed an annual uniform allowance not to exceed five hundred fifty dollars (\$550.00), which shall

be credited on a quarterly pro rata basis. Unused annual uniform allowance shall be carried over from year to year, as long as the employee's total allowance balance never exceeds \$900 at any given time. In the event an employee's uniform is determined by the Chief of Police to be unserviceable as a result of an on-duty incident, the employee may make a request to the Chief of Police for permission to have his or her uniform or any part thereof replaced at no cost to the employee.

- (b) Said annual payments of uniform allowance for employees shall be made to each employee based on invoices for the articles of uniform purchased, all as required and approved by the Chief of Police.
- (c) The Chief of Police shall establish a list of approved articles of uniform for the department as the basis for the annual uniform allowance payments as provided in this Section.
- (d) In addition to the annual allowance provided in this Section, and other compensation provided from time to time, each employee shall be entitled to an annual cash uniform maintenance allowance payment of five hundred fifty dollars (\$550.00). This will be paid in equal payments during the first week of every quarter.
- (e) Any employee promoted to the rank of Sergeant or Lieutenant or transferred to the Detective Unit or Juvenile Unit shall be entitled to an immediate, one-time uniform replacement allowance of Three Hundred Dollars (\$300.00) in addition to the annual uniform allowance.

Section 6. K-9 Handler. The City shall pay the following additional compensation for each employee who is a K-9 handler: \$60 per week for the care of the dogs; \$250 per year for related expenses. In addition to the above compensation, each K-9 officer will also receive free use of a police department vehicle to transport the K-9 to and from work.

Section 7. Direct Deposit of Pay Checks. All employees' pay checks shall be directly deposited into the checking and/or savings account(s) of the employee. The employee is responsible for furnishing the payroll department appropriately completed form(s) to affect said direct deposit on a timely basis. If one or more of the financial institutions selected by the employee cannot accept electronic transfer of funds, the employee shall be notified promptly so that the employee can make an alternate selection of institution(s).

## ARTICLE X OUTSIDE EMPLOYMENT

Section 1. Employees must apply to the Chief of Police and obtain the Chief's written permission prior to engaging in employment outside the Police Department. The granting or denial of such requests shall be governed by the following criteria:

- (a) The outside employment may not be such as would in any manner adversely affect or interfere with the employee's performance of his or her duties for the City.
- (b) The outside employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Police Department.
- (c) The outside employment may not create an appearance of impropriety. In any event, nor shall outside employment be considered to create a business relationship between the City and the employee or between the City and the outside employer.
- (d) The outside employment may not be at a place of business where any principal or officer of the business or the business itself has been convicted of or is under investigation for serious criminal conduct.
- (e) When deemed necessary by the Chief of Police, the employee seeking outside employment must provide the City with evidence that liability insurance satisfactory to the City has been secured which shall hold the City, and its representatives harmless from any actions or inaction arising out of the employee's outside employment.
- (f) Requests for approval will be acted upon by the Chief of Police within thirty (30) days. Denials of employees' requests for outside employment and rescissions of previously granted permission for outside employment shall be communicated in writing by the Chief and shall specify the reason for the denial or rescission.

Requests must be approved by the Chief of Police prior to the commencement of outside employment and such applications must be renewed annually thereafter. Requests for approval will be acted upon by the employer as soon as is practicable. The Employer shall have the right to rescind previously granted permission for outside employment upon a change of circumstances and in accordance with the criteria set forth above in this Article. In view of the nature of the duties and responsibilities of police officers and the liability which may flow from their actions or inactions, the parties agree that neither the Employer's denial of a request for outside employment nor the Employer's rescission of previously granted permission for such employment shall be subject to the grievance procedure or any other appeal beyond the Employer.

Section 2. Any issues regarding outside employment will be addressed in the Labor-Management Committee in Article XXI.

**ARTICLE XI**  
**HEALTH INSURANCE**

Section 1. Effective January 1, 2013, the City will provide health insurance under the current MMO Plan or a plan substantially equal in benefits to this plan, and under the current HealthSpan or a plan substantially equal in benefits to this plan, summarized as follows:

**A. For the HealthSpan Plan ONLY**, the employee shall pay a percentage of the monthly plan premium via payroll deduction as follows:

1. Effective January 1, 2013 - no change from 2010-2012 Contract.
2. Effective after ratification - Employees shall pay 10% of the monthly premium.
3. Effective January 1, 2015 - Employees shall pay 15% of the monthly premium.

**B. For the MMO Plan**, employees shall pay the following:

<u>Effective Period</u>	<u>Terms</u>
1/01/13	No change from 2010-2012 Contract
After Ratification	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

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

**C. 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 January 1, 2013, the City will continue the dental insurance provisions current as of December 31, 2012 subject to the following changes:

- a. From ratification through December 31, 2014, employees will pay 10% of the monthly premium funding rate (premium equivalent).
- b. Commencing January 1, 2015, employees will pay 15% of the monthly premium funding rate (premium equivalent)

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. 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.

Section 5. Employees will be eligible to participate in the City's Wellness Program.

Section 6. 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.

## ARTICLE XII LIFE INSURANCE

The City shall provide all employees with life insurance in the amount of Thirty Thousand Dollars (\$30,000). In addition, employees shall be permitted to purchase through payroll deduction, additional supplemental life insurance up to the limit allowed by the City's insurance carrier.

## ARTICLE XIII VACATIONS

Section 1. Annual vacation leave shall be granted to all qualified employees as provided in this Article. 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 in that year or thereafter, as may be approved by 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. When in the discretion of the Safety Director, an employee's absence from his or her duties would be detrimental to the City, the Safety Director may authorize payment for vacation leave earned and not used. In time of emergency, as determined by the Safety Director, the Chief of Police shall have the authority to suspend or postpone vacation leave.

Section 2. Vacations shall be granted in accordance with the following schedule:

After 1 year of continuous service, but less than 5 years	2 weeks each year
After 5 years of continuous service, but less than 11 years	3 weeks each year
After 11 years of continuous service, but less than 17 years	4 weeks each year
After 17 years of continuous service	5 weeks each year

Section 3. Accumulated vacation leave and personal earnings shall be payable upon an employee's death, in accordance with the laws of the State of Ohio.

Section 4. Employees who separate from service shall be entitled to payment for accrued but unused vacation in accordance with the following schedule:

	<u>Maximum Payout</u>
Employees with less than 10 years of Shaker Heights service (except those retiring immediately under PFPF)	30 days
Employees with 10 or more years of Shaker Heights Service and those retiring immediately under PFPF	Entire accrued balance

(NOTE: Limit of 30 days' vacation carryover each year continues to apply, per Section 1 above.)

#### ARTICLE XIV HOLIDAYS

Section 1. The following days are recognized as holidays under this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Such holidays with pay shall be granted to all employees except as otherwise provided herein. In addition to the preceding, each employee shall be granted one (1) personal day off at the employee's discretion 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. In the event that any of the holidays occur during an employee's vacation period, the employee shall be credited with an additional day towards his or her vacation without reduction in pay. All such

days shall be taken as determined by the Chief of Police. Additionally, employees who have two days (2) of unused holiday time at the end of a calendar year shall be allowed to transfer each holiday to eight (8) hours of compensatory time, for a total of sixteen (16) hours.

## ARTICLE XV SICK LEAVE

Section 1A. Each employee shall be credited with four and six-tenths (4.6) hours sick leave with pay for each completed eighty (80) hours of service. The employee's accumulated sick leave balance shall not exceed two hundred ninety-five (295) work days or 2360 hours on December 31 of each calendar year. (Any accumulation during that calendar year which results in a balance which exceeds 295 work days or 2360 hours shall be forfeited on December 31.)

Section 1B. Employees may use sick leave, upon approval of the Chief of Police, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or injury in the employee's immediate family. Female employees may take up to six (6) weeks of sick leave post-partum or following adoption, without providing a disability certificate from her physician. Male employees may take up to forty (40) hours of sick leave following the birth or adoption of a child without providing a disability certificate from a physician. (NOTE: Additional sick leave may be approved if the employee can show need for it, based on the disability of the mother or child.)

Section 2. Each employee who has accumulated in excess of ninety (90) days sick leave as of November 1 of any year may receive payment for the excess sick leave earned but not used since November 1 of the previous year at the ratio of one (1) day of pay for each three (3) earned but unused sick leave days, with seventy percent (70%) of the remaining unpaid sick days being accumulated. (Sick leave forfeited at year-end due to the maximum accumulation cap referenced in Section 1A 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 seven (7) additional days, losing the remaining three (3) days -- or, in the alternative, may elect to receive no days of pay and accumulate an additional fifteen (15) days.)

Section 3. At the time of retirement or death in service, an employee who has completed five (5) years of service with the City shall receive payment, based upon the employee's rate of pay at the time of retirement or death in service, for one-half (½) of the employee's remaining, unused sick leave balance, up to a maximum of one-half (1/2) of 2000 hours. (Note: For purposes of this Section, "retirement" shall be defined as eligibility to immediately receive a pension check from the Police and Fire Pension

Fund, based on years of service, age, and/or disability.)

Section 4. 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. The City shall grant medical leave, if deemed necessary by the sole determination of the City physician, to such an employee under the provisions of "On the Job Injury Leave."

Section 5. Should any employee die in the line of duty, the employee's estate shall be compensated for all of the employee's accumulated sick time.

#### ARTICLE XVI FUNERAL LEAVE

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

#### ARTICLE XVII 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 bona fide hazardous police work (hazardous police work is defined as active police work on regular tours of duty, such work including, but not limited to, apprehension or attempted apprehension of suspects, active participation in the prevention of a crime, pursuit of suspects, police work when unforeseeable intervening cause exists, and training which requires rigorous physical activities) as determined by the Chief of Police, 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. 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 while performing duties of a routine nature. An employee shall be eligible to receive on-the-job injury leave provided that the employee requests that leave within thirty (30) days of the injury or first becoming aware of the need for the leave.

Section 2. Special on-the-job injury leave shall terminate no later than one hundred eighty (180) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below. Provided, however, that an employee may apply for an extension of up to another one hundred eighty (180) calendar days with the City's physician:

- (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 eighty (180) days maximum injury leave.

**ARTICLE XVIII**  
**LEAVES OF ABSENCE WITHOUT PAY**

Section 1. A leave of absence without pay may be granted to an employee by the Chief of Police, for cause shown, provided the employee has completed his or her probationary period. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, include any associated documentation, and state the dates for which the leave is being requested. Employees seeking a leave of absence may contact the Chief of Police for additional information on the procedures for completing applications.

Section 2. If it is found that a leave is not actually being used for the purpose for which it was granted, the Chief of Police may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 3. An employee who fails to return to duty upon the completion or cancellation of a leave of absence without pay, without written explanation which is approved by the Chief of Police, shall lose his or her seniority and continuous service.

Section 4. Upon his or her request, an employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by the Chief of Police.

Section 5. 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 6. Upon return from a leave of absence without pay, an employee shall be reinstated to his or her former unit, if a position in it is available. If it is not available, the employee shall be assigned to an equivalent position.

Section 7. All procedures and rules for leave of absence will be governed by, and comply with, the Family Medical Leave Act.

## ARTICLE XIX 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 OPBA, 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.

Section 2. A grievance is any dispute or difference between the City and the OPBA, 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. There shall be no material change to any grievance after it is submitted.

Section 3A. The following steps shall apply to all non-disciplinary 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, written grievance must be filed with the respective Bureau Commander or designee within seven (7) days of the alleged violation of this Agreement, stating the section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee discussed the grievance with his or her immediate supervisor, and the remedy sought. Within seven (7) days after the filing of the grievance, a meeting will be held among the Bureau Commander or designee, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by the OPBA) a representative of the OPBA. Within seven (7) days of this meeting, the Bureau Commander or designee 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 OPBA may appeal the Step 2 answer to the Chief of Police or his 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, and provide specific and detailed reason(s) why the aggrieved employee(s) or the OPBA believe the Step 2 answer is in error. 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 grievance may be appealed to the Mayor. Such appeal shall be in writing, shall include a copy of the grievance, and shall provide specific and detailed reasons why the Step 3 answer was in error. The Mayor or his or her designated representative shall reply in writing within fifteen (15) days from the receipt of that appeal.

Section 3B. The following steps shall apply to all disciplinary grievances, with the understanding that such grievances shall be filed at the next step higher than the person who recommended or imposed the disciplinary action. In addition, the employee shall utilize the "Appeal or Acceptance of Disciplinary Action" form available from the OPBA or the City.

Step 1. A written grievance must be filed with the respective Bureau Commander or designee within seven (7) days of the receipt of notice of disciplinary action, explaining why the recommended discipline is unacceptable and the remedy sought. Within seven (7) days after the filing of the grievance, a meeting will be held among the Bureau Commander or designee, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by the OPBA) a representative of the OPBA within seven (7) days of this meeting, the Bureau Commander or designee shall issue a written answer to the grievance. Should the Bureau Commander's or designee's response include an unpaid suspension of the employee, and should said employee be appealing the grievance to Step 2 of the grievance procedure for disciplinary actions, the Chief of Police may, upon written request by the employee, hold the suspension in abeyance, pending the Chief of Police's response at Step 2.

Step 2. If the grievance is not satisfactorily settled in Step 1, the aggrieved employee(s) or the OPBA may appeal the Step 1 answer to the Chief of Police or his designated representative within seven (7) days after the Step 1 answer was issued. Such appeal shall be in writing and include a copy of the original grievance, and specify why the aggrieved employee(s) or the OPBA believe the Step 1 answer is in error. 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 3. If the grievance is not satisfactorily settled in Step 2, the grievance

may be appealed to the Mayor. Such appeal shall be in writing, shall include a copy of the grievance, and shall provide specific and detailed reasons why the Step 2 answer was in error. The Mayor or his or her designated representative shall reply in writing within fifteen (15) days from the receipt of that appeal.

Section 4 - Arbitration. If the grievance is not satisfactorily settled at Step 4 (non-disciplinary) or Step 3 (disciplinary), the OPBA 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 (non-disciplinary) or Step 3 (disciplinary) answer was issued. If the City and the OPBA cannot agree upon an impartial arbitrator, the OPBA may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with the Association's then applicable rules and regulations. The arbitration proceedings shall be in accordance with the "Rules of Voluntary Arbitration" set forth by the American Arbitration Association. In the alternative, upon mutual agreement of both the City and the OPBA, an expedited arbitration procedure may be selected. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. Unless extended by mutual agreement between the City and the OPBA, the arbitrator shall be required to produce his/her decision within thirty (30) days of the hearing. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

Section 5. 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, or the receipt of notice of disciplinary action, whichever is applicable. A grievance which is not timely filed or processed at any step of the grievance procedure 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 an expeditious resolution of any grievance.

Section 6. The OPBA and the shall have final authority, in the OPBA's capacity as exclusive representative of the employees covered by this Agreement, to settle, withdraw or to terminate the processing of a grievance at any step of the grievance procedure if the OPBA 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 7. 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 OPBA, and the employees.

## ARTICLE XX LEGAL REPRESENTATION OF EMPLOYEES

Section 1. The City shall provide the legal defense of and shall assume the litigation cost for any employee in any civil action or civil claim pursuant to that permitted by the Ohio Revised Code Chapter 2744, and Ordinance 87-57 of the City of Shaker Heights.

Section 2. If the City declines to provide representation in a suit commenced against an employee, the employee may grieve the decision after the case has been adjudicated. If the employee prevails in the subsequent arbitration, he or she is entitled to recover the reasonable attorney's fees, expenses, and costs incurred by the employee in the action which the City failed to defend and the OPBA is entitled to the reasonable attorney's fees, expenses, and costs incurred pursuing the arbitration.

## ARTICLE XXI LABOR-MANAGEMENT COMMITTEE

Section 1. A Labor-Management Committee is established to provide a better means of communication and understanding between the OPBA and the City. The Committee will consist of no more than two (2) representatives of the OPBA and two (2) representatives of the City. The OPBA will notify the Chief of Police as to the identity of the OPBA representatives.

Section 2. Meetings will be held at a mutually agreeable time and place on a quarterly 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 XXII PERSONNEL FILES AND POLICY

Section 1. Understanding that in the administration of the Police Department the City maintains individual personnel files, an employee may be permitted to review his or her personnel file within a reasonable time after a written request is made.

Section 2. Should an employee, upon review of his or 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. 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. Any Internal Affairs investigations that do not result in a "sustained" finding will not be placed in the affected employee's personnel file.

### ARTICLE XXIII MISCELLANEOUS

#### Section 1. - Bulletin Board

The City shall furnish one (1) bulletin board to be used by the members of the OPBA. Such bulletin board shall be used only for posting notices bearing the written approval of the OPBA, and shall be solely for OPBA business and recreational and social activities of the OPBA. There shall be no notices or other writings posted which contain anything political, controversial, or critical of the City or any other institution or any employee or other persons.

#### 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, based on a reasonable person standard. Facial body piercing(s) are prohibited while employees are on-duty in uniform.

#### Section 3. - Retention of Badge/Service Weapon at Retirement

An officer who retires, as defined per Article XV, Section 1B of this Agreement, shall have the option to retain his/her badge and to retain his/her service weapon. An officer who opts to retain his/her service weapon will pay \$1.00 to the City and execute an affidavit attesting that he/she will maintain ownership of said weapon for the remainder of his/her life.

### ARTICLE XXIV PROBATIONARY PERIOD

Each newly promoted and rehired Sergeant or Lieutenant will serve a probationary period of twelve (12) calendar months from the date of his or her completion of the supervisor training program.

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 demoted to the position he or she held immediately prior to the subject promotion at the sole discretion of the City, and neither the reason for, nor the demotion may be the subject of a grievance under this Agreement.

## ARTICLE XXV CONFLICT AND AMENDMENT

Section 1. 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.

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.

Section 2. The Agreement may not be amended during its term except by mutual agreement in writing.

## ARTICLE XXVI MILITARY LEAVE

Section 1. Employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month for each calendar year in which they are performing service in the uniformed services.

Section 2. As used in this section, "calendar year" means the year beginning on the first day of January and ending on the last day of December, and "month" means twenty-two eight-hour work days or one hundred seventy-six hours within one calendar year.

Section 3. Except as otherwise provided in Section 4 of this Article, any employee who is entitled to the leave provided under Section 1 of this Article and who is called or ordered to the uniformed services for longer than a month for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States or an act of congress, is entitled during the period designated in the order or act, to a leave of absence and to be paid during each month of that leave of absence, the lesser of the following:

- (a) The difference between the employee's gross monthly wage or salary as a

City employee and the sum of the employee's gross uniformed pay and any allowances received that month, exclusive of allowances for travel, food, or housing;

- (b) Five hundred dollars (\$500.00).

Section 4. No employee shall receive payments under Section 3 of this Article if the sum of the employee's gross uniformed pay and allowances (exclusive of allowances for travel, food, or housing) received in a pay period exceeds the employee's gross wage or salary as a City employee for that period or if the employee is receiving pay under Section 1 of this Article.

Section 5.

- (a) During the first month of military leave in each calendar year as authorized by this section, employees shall accrue the vacation leave, sick leave, and seniority they would otherwise have been entitled to had the military leave not occurred. Likewise, all insurance and other benefits (e.g. longevity, educational pay) shall be unaffected during the first month of approved military leave in each calendar year.
- (b) Beginning with the second month of military leave in each calendar year as authorized by this section, employees shall continue to accrue seniority, but all sick leave and vacation leave shall cease to accrue and all insurance benefits shall cease to be paid by the City.

Section 6. The City will comply with Ohio Revised Code and the rules and regulations of the Ohio Police and Fire Pension Fund regarding pension contributions for all employees on military leave.

Section 7. Employees who have been on military leave shall be entitled to reinstatement to his/her previous position (or a position of similar seniority status and pay) if:

- (a) the employee has given advance written or oral notice of such military service to the City;
- (b) the cumulative length of the absence and all previous absences from a position of employment with the City by reason of military service has not exceeded five (5) years; and
- (c) the returning veteran reports to or submits a reemployment application to the City in accordance with the notice requirements contained in 38 U.S.C. §4313(a).

ARTICLE XXVII  
LAYOFF-RECALL

Section 1. For purposes of layoff, seniority shall be defined as the employee's length of continuous service as a sworn police officer in the Shaker Heights Police Department. However, individuals who leave the police force and return within one year pursuant to Civil Service will be treated as though their service was continuous. Individuals with the same date of service will be ranked for seniority purposes by their final score on the Civil Service examination.

Section 2. Whenever it becomes necessary to layoff bargaining unit employees, the employees shall be laid off in accordance with seniority, as defined above, with the least senior employee being laid off first. Employees shall be recalled in the reverse order of their seniority.

Section 3. Each officer to be laid off shall be given advance written notice by the Chief of Police. Such written notice shall be hand-delivered to the employee or mailed by certified mail to the officer's last known address on file with the City. Such notice shall be given at least fourteen (14) days before the effective date of the layoff.

Section 4. The City and the Union will meet to discuss the effects of any layoff.

Section 5. No new employee shall be hired until all laid off employees have been given ample opportunity to return to work. All laid off employees shall be placed on a recall list for a period of three (3) years. A laid-off employee will be notified of his or her recall by certified mail, return receipt requested, sent to the employee's last known address as recorded on Police Department records. It is the responsibility of the employee to keep the City informed of any address change. Failure to return to work within fourteen (14) days of receipt of the notice will constitute a voluntary resignation, unless the employee contacts the Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements which are agreeable to the Chief. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date the letter is sent, the laid off employee will be considered to have voluntarily resigned.

Section 6. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of this Agreement and annually thereafter.

ARTICLE XXVIII  
AMENDMENT

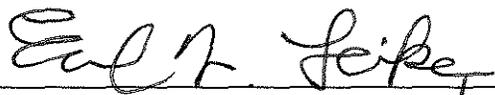
The Amendment attached as Exhibit A is incorporated into this Agreement.

ARTICLE XXIX  
DURATION

This Agreement shall remain in full force and effect from January 1, 2013 through December 31, 2015, 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 written notice to the other of an intent to modify or terminate this Agreement.

*IN WITNESS WHEREOF, the parties have hereunto set their hands this 1 day of October, 2014.*

CITY OF SHAKER HEIGHTS, OHIO



Earl M. Leiken, Mayor

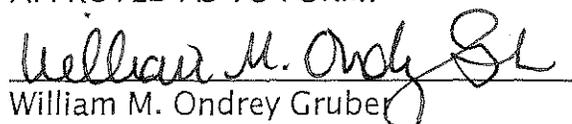
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION



William Martin

  
\_\_\_\_\_  
Jeri E. Chaikin  
Chief Administrative Officer  
\_\_\_\_\_  
Dan Clementi  
\_\_\_\_\_  
D. Scott Lee,  
Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William M. Ondrey Gruber  
Director of Law

**EXHIBIT A  
AMENDMENT**

This Amendment to the Labor Agreement dated January 1, 2013, by and between the City of Shaker Heights, Ohio, hereinafter referred to as the "City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA," is made and entered into this 1 day of ~~October~~ October 2014. All provisions of said Labor Agreement unaltered by this Amendment shall remain in full force and effect through December 31, 2015. The purpose of this Amendment is to provide for the terms and conditions associated with twelve (12) - and ten (10)-hour work schedules.

**ARTICLE VIII  
HOURS OF WORK AND OVERTIME**

**DEFINITIONS:**

**EIGHT (8) HOUR WORKDAY**

The workweek shall consist of forty (40) hours of scheduled time in any workweek period, and a normal workday shall consist of a scheduled eight (8)-hour shift within any twenty-four (24) hour period. All time worked in excess of either the regularly scheduled workweek or workday, except for shift changes and job transfers, shall be compensated at one and one-half (1½) times the employee's regular straight time rate of pay, inclusive of longevity and educational pay.

**TEN (10) HOUR WORKDAY**

The workweek shall consist of forty (40) hours of scheduled time in any workweek period, and a normal workday shall consist of a scheduled ten (10)-hour shift within any twenty-four (24) hour period. All time worked in excess of either the regularly scheduled workweek or workday, except for shift changes and job transfers, shall be compensated at one and one-half (1½) times the employee's regular straight time rate of pay, inclusive of longevity and educational pay.

**TWELVE (12) HOUR WORKDAY**

The work period shall consist of eighty (80) hours of scheduled time in any two-week period. A normal work period shall consist of six (6) scheduled twelve (12)-hour shifts and one (1) scheduled eight (8)-hour shift within a two-week period. All time worked in excess of the regularly scheduled shift shall be compensated at one and one-half (1½) times the employee's regular straight time rate of pay, inclusive of longevity and educational pay. The maximum hours worked in any twenty-four (24) hour period shall not exceed sixteen (16) hours except under emergency conditions.

Section 1A. The Uniform Division shall be assigned to the twelve (12)-hour work schedule as defined above for the entire duration of the amendment. However,

this schedule may be terminated by either the City or the OPBA with sixty (60) days' written notice prior to January 1 of the coming year, resulting in a return to the eight (8)-hour work schedule as soon as the schedule permits in the coming year.

Section 1B. The Investigative Adult Unit shall be assigned the eight (8)-hour workday schedule. During the duration of this Agreement, the OPBA and City may modify the work schedule to a 10 or 12 hour shift schedule by mutual agreement in writing.

Section 1C. Due to the nature of the tasks performed by the Strike Force Unit they must remain flexible and shall be assigned to a ten (10) hour shift with starting and ending times based on the recommendations of the supervisor in charge of the unit and the bureau commander. The OPBA and City may modify the work schedule to an eight (8) or twelve (12) hour shift schedule by mutual agreement in writing.

Section 1D. The Traffic Unit, S.I.U. Officer, Management Information Officer, C.O.P.P.S. Unit, Juvenile Detective Bureau and Internal Affairs Unit will work the eight (8)-hour schedule. During the duration of this Amendment, the OPBA and City may modify the work schedule to a ten (10)- or twelve (12)-hour shift schedule by mutual agreement in writing.

## ARTICLE IX COMPENSATION

### Section 4. - Police Training Officers

A patrol officer who is working the twelve (12)-hour work schedule and who is designated to act as a Police Training Officer or is assigned to train another officer, shall receive, as a minimum, an additional one and one-half (1½) hours of pay at time and one-half for any twelve (12)-hour day in which he or she acts in that capacity.

## ARTICLE XIII VACATIONS

Section 1. Annual vacation leave shall be granted to all qualified employees as provided in this article. 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 in that year or thereafter, as may be approved by the Chief of Police. Vacation leave shall be cumulative to a maximum of two hundred forty (240) hours and any further accumulated vacation leave not so taken shall lapse. When in the discretion of the Safety Director, an employee's absence from his or her duties would be detrimental to the City, the Safety Director may authorize payment for vacation leave earned and not used. In time of emergency, as determined by the Safety Director, the Chief of Police shall have the authority to suspend or postpone vacation leave.

Section 2. Vacation shall be granted in accordance with the following schedule:

After 1 year of continuous service, but less than 5 years: 80 hours each year

After 5 years of continuous service, but less than 11 years: 120 hours each year

After 11 years of continuous service, but less than 17 years: 160 hours each year

After 17 years of continuous service: 200 hours each year

#### ARTICLE XIV HOLIDAYS

Section 1. The following days are recognized as holidays under this agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A total of eighty (80) hours of holiday time with pay shall be granted to all employees except as otherwise provided herein. In addition to the preceding, each employee shall be granted eight (8) hours of personal time off at the employee's discretion with the approval of the Chief of Police.

Section 2. Each employee working on any such paid holiday shall be entitled to eight (8) hours off without reduction in pay. In the event that any of the holidays occur during an employee's vacation period, the employee shall be credited with an additional eight (8) hours towards his or her vacation without reduction in pay. All holidays and personal leave shall be taken as determined by the Chief of Police. Additionally, employees working eight (8) hour days who have up to sixteen (16) hours of unused holiday time at the end of a calendar year shall be allowed to transfer such holiday time to compensatory time. Accordingly, employees working ten (10)-hour workdays may transfer twenty (20) hours of holiday to compensatory time and employees working twelve (12)-hour workdays may transfer twenty-four (24) hours of holiday to compensatory time.

#### ARTICLE XV SICK LEAVE

Section 1A. Each employee shall be credited with four and six-tenths (4.6) hours sick leave with pay for each completed eighty (80) hours of service. The employee's accumulated sick leave balance shall not exceed two thousand three hundred sixty (2360) hours on December 31 of each calendar year. (Any accumulation during that calendar which results in a balance which exceeds 2360

hours shall be forfeited on December 31.).

Section 1B. Employees may use sick leave, upon approval of the Chief of Police, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or injury in the employee's immediate family. A female employee may take up to six (6) weeks of sick leave post-partum or following adoption, without providing a disability certificate from her physician. A male employee may take up to forty (40) hours of sick leave following the birth or adoption of a child without providing a disability certificate from a physician. (NOTE: Additional sick leave may be approved if the employee can show need for it, based on the disability of the mother or child.)

Section 2. Each employee who has accumulated in excess of seven hundred twenty (720) hours sick leave as of November 1 of any year may receive payment for the excess sick leave earned but not used since November 1 of the previous year at the ratio of one (1) hour of pay for each three (3) hours of earned but unused sick leave, with one-half ( $\frac{1}{2}$ ) of the remaining unpaid sick hours being accumulated. (Sick leave forfeited at year-end due to the maximum accumulation cap referenced in Section 1A of the 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 1A of this Article. (For example, an employee who has seven hundred twenty (720) hours of accumulated sick leave and then earns but does not use an additional one hundred twenty (120) hours may elect to receive forty (40) hours of pay and accumulate forty (40) additional hours, losing the remaining forty (40) hours - or, in the alternative, may elect to receive no hours of pay and accumulate an additional one hundred twenty (120) hours.)

Section 3. At the time of retirement or death in service, an employee who has completed five (5) years of service with the City shall receive payment, based upon the employee's rate of pay at the time of retirement or death in service, for one-half ( $\frac{1}{2}$ ) of the employee's remaining unused sick leave balance, up to a maximum of one-half ( $\frac{1}{2}$ ) of 2000 hours. (Note: For purposes of this Section, "retirement" shall be defined as eligibility to receive a pension check from the Police and Fire Pension Fund, based on years of service, age, and/or disability.)

Section 4. 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. The City shall grant medical leave, if deemed necessary, by the sole determination of the City physician, to such an employee under the provisions of "On the Job Injury Leave."

Section 5. Should any employee die in the line of duty, the employee's estate shall be compensated for all of the employee's accumulated sick time.

ARTICLE XVI  
FUNERAL LEAVE

For employees working the twelve (12)-hour work schedule, up to thirty-two (32) hours funeral leave shall be granted to attend a funeral of a member of the immediate family. For employees working the ten (10)-hour work schedule, up to thirty (30) hours funeral leave shall be granted to attend a funeral of a member of the immediate family. If the funeral is held three hundred fifty (350) miles or more from the City then an additional sixteen (16) hours maximum sick leave may be taken as provided in Article XV, Section 1B. "Immediate family," for the purpose of this Article, means parents, grandparents, mother-in-law, father-in-law, spouse, spouse's grandparents, child, step-children, brother or sister.

ARTICLE XXIX  
DURATION

This Amendment shall remain in full force and effect from January 1, 2013 through December 31, 2015, unless otherwise modified or terminated in accordance with provision(s) contained in Article VIII of this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1 day of October, 2014.

CITY OF SHAKER HEIGHTS, OHIO

OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION



Earl M. Leiken  
Mayor



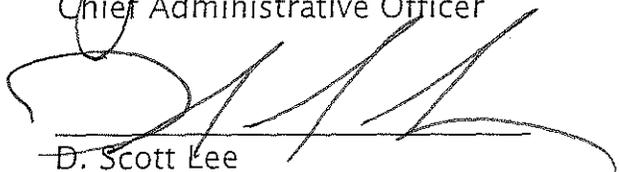
William Martin



Jeri E. Chaikin  
Chief Administrative Officer

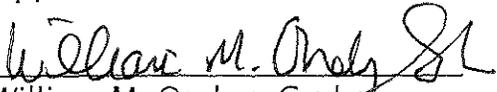


Dan Clementi



D. Scott Lee  
Chief of Police

Approved as to form:

  
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William M. Ondrey Gruber  
Director of Law