13-MED-09-1097
0516-03
K31143
08/29/2014

An Agreement

Between

THE CITY OF BROADVIEW HEIGHTS

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (Dispatchers)

Effective: January 1, 2014
Expires: December 31, 2015

TABLE OF CONTENTS

Article	Subject	Page
1	Preamble	1
2	Purpose and Intent	1
3	Recognition	1
4	Dues Deductions	1
5	Fair Share Fee	2
6	Management Rights	2
7	Employee Rights	3
8	No Strike	3
9	Discipline	4
10	Association Representation	4
11	Grievance Procedure	5
12	Non-Discrimination	6
13	Gender and Plural	7
14	Obligation to Negotiate	7
15	Conformity to Law	7
16	Layoffs	7
17	Savings Clause	8
18	Current Practices	8
19	Hours of Work/Overtime	8
20	Call In Pay/Court Time	9
21	Holidays	9
22	Vacations	9
23	Sick Leave	10
24	Personal Leave	11
25	Funeral Leave	12
26	Disability Leave	12
27	Jury Duty Leave	13
28	Compensation	13
29	Longevity	13
30	Uniform Allowance	14
31	Insurance	14
32	Miscellaneous	15
33	Notice Space	15
34	Attendance at Assigned Training Schools, Sessions or Seminars	16
35	Labor Management Committee	16
36	Duration of Agreement	17
37	Execution	17
Appendix I	City Drug and Alcohol Testing Policy	

ARTICLE 1 PREAMBLE

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

ARTICLE 2 PURPOSE AND INTENT

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

ARTICLE 3 RECOGNITION

3.01 The OPBA is recognized as the sole and exclusive representative for negotiating wages, hours, and terms and conditions of employment for all regular full-time Dispatchers on the Broadview Heights Police Department, excluding all part-time, seasonal and temporary employees. The City will not recognize for the term of this Agreement any other union or association of employees as the representative for Dispatchers within such classification and holding the rank of Dispatcher. The term employee as used in this Agreement shall mean any member of the Broadview Heights Police Department who holds the classification of Dispatcher.

ARTICLE 4 DUES DEDUCTIONS

4.01 During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the OPBA and the regular OPBA dues from the wages of those employees within the bargaining unit upon receipt from the OPBA of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the City the amounts due and owing from the employees who have submitted the authorization cards referred to herein.

b) An employee shall have the right to revoke such authorization by giving written notice to the City and the OPBA during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Revised Code Section 4117.09(C).

c) The City's obligation to make deductions shall terminate automatically upon an employee's permanent transfer to a job classification outside the bargaining unit.

d) The OPBA hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the City for any such liabilities or damages that may arise.

4.02 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

ARTICLE 5 FAIR SHARE FEE

5.01 All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a Fair Share Fee to the OPBA in an amount not to exceed the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

5.02 In the event that a Fair Share Fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction."

5.03 The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damage which may arise from the performance of its obligation under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Except to the extent modified herein, any and all rights concerned with the management of Broadview Heights Police Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;

b) Direct, supervise, evaluate, or hire employees;

c) Maintain and improve the efficiency and effectiveness of governmental operations;

d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

e) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

f) Determine the adequacy of the work force;

g) Determine the overall mission of the City as a unit of government;

h) Effectively manage the work force;

i) Take actions to carry out the mission of the City as a governmental unit.

ARTICLE 7 EMPLOYEE RIGHTS

7.01 An employee may request the presence and advice of an OPBA representative at investigatory interviews which the employee reasonably believes will result in disciplinary action. A representative shall not be a person who is subject to interrogation as a result of the incident out of which the investigation arose.

7.02 An employee who is to be questioned as a suspect in any investigation of any felony criminal charge against him shall be advised of his constitutional rights before any questioning starts.

7.03 Before an employee may be charged with any violations of the Rules and Regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions will be the basis of such a new charge.

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

7.05 An employee will be informed of the nature of any investigation of himself prior to any questioning, if the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

7.06 An employee may obtain information from or add information to his personnel file in accordance with Chapter 1347 of the Revised Code.

7.07 Records of verbal and written reprimands that are more than three (3) years old shall not be used in the arbitration procedure.

ARTICLE 8 NO STRIKE

8.01 The City and the OPBA agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of issues covered under the terms of this Agreement.

8.02 The OPBA and any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the City. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the City.

8.03 The OPBA and its officers and/or stewards shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA and its officers and/or stewards shall advise the employees to return to work immediately. A breach of this Section shall constitute proper charge for disciplinary action.

8.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 9 DISCIPLINE

9.01 Disciplinary action taken by the Employer shall be for just cause.

9.02 A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

9.03 Prior to any discipline being imposed, the employee shall be given a meaningful opportunity to respond to the Chief of Police.

9.04 In the case of suspension, an employee may immediately file a grievance at Step 2 of the Grievance Procedure contained in Article 11 of this Agreement.

ARTICLE 10 ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of a Union representative. The OPBA recognizes the operational needs of the employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the supervisor in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present during his regular working hours.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 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 and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the OPBA, which tend to impair or weaken the Grievance Procedure, are improper.

11.02 A grievance is a dispute or a difference between the City and the OPBA, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed:

Step 1. An employee who has a grievance must submit it in writing to the Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Chief shall give his answer in writing within seven (7) calendar days after receipt of the grievance. The Chief's answer shall be given to the grievant or the OPBA.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the OPBA within twenty (20) calendar days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) calendar days from the date of the meeting.

Step 3. In the event a grievance is unresolved after Step 2, then within ten (10) calendar days after the rendering of the decision at Step Two, the union may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators and will choose one by the alternate strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

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

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the City. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the department.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

11.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the OPBA, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the OPBA to the next level.

11.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or Holidays.

11.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the OPBA, as long as the adjustment, if any, is not inconsistent with the terms of this Agreement. A representative of the OPBA shall have the opportunity to be present at such adjustment.

11.06 The OPBA shall submit in writing, the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the OPBA has presented the City with written certification of the person's selection.

ARTICLE 12 NON-DISCRIMINATION

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

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

ARTICLE 13 GENDER AND PLURAL

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

ARTICLE 14 OBLIGATION TO NEGOTIATE

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

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

ARTICLE 15 CONFORMITY TO LAW

15.01 To the extent permitted by law, the provisions of this Agreement shall prevail over any conflicting provision of law, rules or regulations as provided by Revised Code Section 4117.10. The invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

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

ARTICLE 16 LAYOFFS

16.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

16.02 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their full time seniority (last hired, first laid off). In the event the City's dispatch functions are transferred to a regionalized system and the City no longer has a need to employee dispatchers, then the following shall apply

a) The City will notify the union at soon as possible but at least one month prior to any public meeting where regionalization of dispatch services are considered.

b) Notwithstanding the limitations contained in Article 23, those members who do not transfer employment to the new regionalized employer and are therefore laid off from the City by reason of the regionalization of the dispatch service shall be entitled to cash out accrued but unused sick leave which cash out shall terminate all right to recall.

c) Members whose employment is transferred to the new regionalized employer shall be deemed to have voluntarily separated his or her employment with the City and therefore shall have no right to recall if laid off from the new regional employer subsequent to the transfer of employment.

16.03 A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of three (3) years.

16.04 A recall from lay off will be based upon full time seniority (last laid off, first recalled).

16.05 In the event that full time employees are laid off and there is a need for any part time employment, full time laid off employees will be given preference for such part time assignments provided they have current phone numbers and addresses on file with the City and that they are available.

ARTICLE 17 SAVINGS CLAUSE

17.01 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision(s) deemed invalid or unenforceable.

ARTICLE 18 CURRENT PRACTICES

18.01 All conditions and provisions beneficial to the City of Broadview Heights and full time Dispatchers which are in effect and which are not specifically provided for or altered by the Agreement shall remain in effect for the duration of this Agreement, unless after meeting and conferring with the Union, the City of Broadview Heights specifically alters or eliminates any particular practice.

18.02 This Agreement supersedes all existing and previous agreements, rules, regulations and customs heretofore established which are in conflict with this Agreement, and such agreements, rules, regulations and customs are hereby abolished, except in those cases where the City and the OPBA have mutually agreed to continue said agreements, rule, regulation or custom. This provision shall not affect laws and ordinances covered by Revised Code Section 4117. 10.

ARTICLE 19 HOURS OF WORK/OVERTIME

19.01 The regular work period for all employees covered by this Agreement will be eighty (80) hours in a fourteen (14) day period. It is expressly understood that the scheduling of employees within such fourteen (14) day period is a management right.

19.02 Overtime pay for employees shall be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for any time employed over and above eight (8) hours in a single day or eighty (80) hours in a fourteen (14) day period.

19.03 For the purpose of overtime computation, longevity computation shall be included in the base rate for such compensation. All other hours paid, but not worked, excluding holidays and vacation, shall be excluded from the computation of overtime.

19.04 Employees shall have the option of receiving overtime compensation in the form of compensatory time off computed at the same rate as set forth in Section 2 of this Article.

19.05 Compensatory time may be accumulated to a maximum of four hundred eighty (480) hours. An employee who, upon resignation, death, retirement, or other termination of employment, has accumulated compensatory time, shall be paid for such accumulated compensatory time based upon the prevailing regular hourly rate.

ARTICLE 20 CALL IN PAY/COURT TIME

20.01 An employee who is called to work at a time he is not regularly scheduled shall be paid for hours worked in call-out capacity, of a minimum of three (3) hours to be paid at the applicable rate. However, an employee will not be guaranteed any minimum time if called to work for a period immediately contiguous to his or her shift.

20.02 Whenever approved by the Chief, employees appearing in court on behalf of the City during non-scheduled work time shall be paid at the applicable rate for three (3) hours or the actual hours worked, whichever is greater, except that if the court appearance is immediately before or after the employee's regular shift, in which case the employee shall be compensated for the actual hours worked.

ARTICLE 21 HOLIDAYS

21.01 In lieu of paid holidays, full time employees shall be entitled to 80 hours of paid time off each year on January 1 to be taken at times as approved of by the Chief of Police.

21.02 Each employee shall be compensated at the rate of time and one-half (1 ½) times his straight time hourly rate for working the following days:

New Year's Day	Martin Luther King Day
Easter Sunday	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve

If a member is required to work in excess of eight (8) hours on a holiday, the overtime rate for the time in excess of eight (8) hours shall be at two (2) times the member's regular rate.

ARTICLE 22 VACATIONS

22.01 All full-time employees of the Employer shall be entitled on each anniversary date to the following paid vacations provided that they have worked at least 1,040 hours in the one (1) year period preceding their anniversary date of hire and have accrued the required years of service.

LENGTH OF SERVICE	WEEKS OF VACATION
After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours
After 15 years	200 hours
After 25 years	240 hours

22.02 Vacation time shall be taken at a time approved of by the Chief of Police.

22.03 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect and be granted such a transfer, provided no break in service has taken place between such transfer.

22.04 Vacation time may be carried over from one year to the next calendar year, and the carry over shall be limited to the employee's annual vacation eligibility only.

22.05 Full-time employees may, one time per year with two weeks' notice to the Chief or designee, convert up to sixty (60) hours of accumulated vacation to a lump sum cash payment.

ARTICLE 23 SICK LEAVE

23.01 Every employee shall be entitled to one and one-fourth (1 ¼) days sick leave per month of service, while actually disabled by sickness or physical injury, and shall be allowed the same compensation on sick leave as if actually employed.

23.02 The sick leave herein provided shall be applied to scheduled work days only.

23.03 The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

23.04 Employees hired on or before December 31, 1987 shall, at the time of retirement from active full-time service with the Employer, with ten or more years of continuous service with the City, be paid in cash for one-third (1/3) of the employees accrued but unused sick leave, up to a maximum accrual of one hundred sixty (160) days.

The dollar value of sick pay shall be based on:

a) Employees annual salary at the time of retirement; and

b) A work year of 52 weeks and 5 days per week.

For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made by the City only once for any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation or any other like termination except at retirement as set forth herein.

23.05 Employees hired on or after January 1, 1988, at the time of retirement from active full-time service with the City, with ten or more years of continuous service with the City, shall be paid in cash for one-fourth (1/4) of the employees accrued but unused sick leave, up to a maximum accrual of one hundred twenty (120) days. The dollar value of sick pay shall be based on:

a) Employees annual salary at the time of retirement; and

b) A work year of 52 weeks and 5 days per week.

For this calculation, paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once for any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation or any other like termination except at retirement as set forth herein.

23.06 If an employee is sick in excess of three (3) consecutive days, the Chief may require a certificate from a licensed physician to be filed not later than four (4) days after the commencement of the sickness or disability.

23.07 An employee who is to be absent or sick shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his shift each day he is to be absent and may be required to substantiate such absence on return to work.

23.08 Sick leave shall be granted for the absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediate family" shall mean father, mother, sister, brother, wife, husband, domestic partner, or children.

23.09 An employee who, without service interruption, transfers from this Department to another Department of the City shall be allowed to transfer his accumulated sick leave to the new department.

23.10 Employees may convert unused sick leave above and beyond the one hundred twenty (120) days accumulated to days off at the rate of two (2) unused sick days to one (1) day off.

23.11 Employees hired on or after January 1, 1991 shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Broadview Heights.

ARTICLE 24 PERSONAL LEAVE

24.01 Each full time employee shall be entitled to two (2) personal days off per year with pay provided such request is made in advance and approved by the Chief.

ARTICLE 25 FUNERAL LEAVE

25.01 In case of death of an employee's spouse, child, parent, brother, sister, step-parent, grandparent, father-in-law, or mother-in-law, that employee shall be granted three (3) days funeral leave without loss of pay, benefits, days off, holiday, vacation, or sick leave to attend the funeral or memorial service of the deceased family member.

25.02 If time beyond the three days is necessary, the employee may request such additional time and the Chief or his designee may grant at his discretion such additional time. If eligible, the employee may apply holiday, vacation and/or compensatory time.

ARTICLE 26 DISABILITY LEAVE

26.01 An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of this employment as a full time employee of the City, if such disability prevents him from performing his duties shall be paid his regular compensation during the continuance of such service related disability but for a period not to exceed one hundred eighty (180) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from performing functions that result directly from contact with and/or exposure to suspects and/or prisoners.

26.02 An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed one hundred eighty (180) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available,

however, and a service related disability within the meaning of this paragraph is incurred, the first ten (10) days of said service related disability shall be charged to said employees accumulated sick leave credit, or if less than ten (10) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

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

26.04 Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month which disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

26.05 In the event any employee is dissatisfied with the determination of the Finance Director on the City's medical examination, the employee may submit the question to the grievance procedure.

ARTICLE 27 JURY DUTY LEAVE

27.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court or jury duty, as provided for in the Ohio Revised Code.

ARTICLE 28 COMPENSATION

28.01 The following compensation schedule shall be effective for all full-time dispatchers:

	Effective Jan. 1, 2014 Hourly Rate	Effective July 1, 2014 Hourly Rate	Effective Jan. 1, 2015 Hourly Rate
0-12 months	$ 16.84	$ 17.01	$ 17.35
12-24 months	$ 18.22	$ 18.40	$ 18.77
24-36 months	$ 21.18	$ 21.39	$ 21.82
36 months & above	$23.46	$ 23.69	$ 24.16

NOTE: Employees may be hired at any of the above rates and management at its sole discretion may determine the timing of an employee's wage increase within each monthly range.

28.02 Whenever a member who is assigned to provide training to another dispatcher, the trainer shall be entitled to one-half hour of compensatory time off if the training occurs during the trainer's regular shift.

ARTICLE 29 LONGEVITY

29.01 Each full-time employee shall be entitled to longevity pay at the rate of ten dollars ($10.00) per month of service after five (5) years of service and paid on the anniversary date of such employment up to a maximum annual payment of two-thousand one-hundred and sixty dollars ($2,160.00).

ARTICLE 30 UNIFORM ALLOWANCE

30.01 All newly hired probationary employees shall receive the following items within thirty (30) days of his appointment:

1. 3 pair pants or skirts
2. 5 long sleeve shirts
3. 5 short sleeve shirts
4. 1 pair shoes
5. 1 belt
6. 2 ties
7. 1 name tag
8. 2 badges
9. 1 collar brass
10 3 turtle necks

30.02 All non-probationary employees shall be entitled to an annual uniform and maintenance allowance as provided in the collective bargaining agreement of the full-time patrol officers in the Police Department.. The allowances shall be paid with the first pay period in February.

30.03 Whenever personal clothing is damaged or destroyed while on duty, the City shall repair or replace same provided that it is not otherwise recoverable up to a maximum of one hundred fifty dollars ($150.00). Proof of cost incurred and approval is required.

ARTICLE 31 INSURANCE

31.01 Subject to Section 31.02, below, the Employer will provide employees covered by this Agreement the minimum levels of coverages, subject to any applicable employee premium contribution, as currently provided or as may be modified per section 31.02. (For the 2014-2015 insurance year, in accordance with the recommendation of the Insurance Committee which recommendation was adopted by Council, the City is providing one Medical Mutual PPO plan as well as dental coverage and vision coverage with employee contributions of 5% and with a maximum contribution of $14.00 per month for single coverage and $30.00 per month for family coverage.)

31.02 The parties agree that in their efforts to reduce hospitalization/medical costs a City-wide Joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. Should the Insurance Committee recommend changes

to the coverages, including premium contributions, described above then the revised coverages and/or other changes shall be submitted to the Union. The Union shall have the opportunity to accept or reject the recommended changes, as a whole, and unless rejected by the Union within thirty (30) days of submittal and, further, provided they are adopted by the City, the recommended changes shall deemed to be incorporated herein and shall supersede those set forth above to the extent they are in conflict. The parties agree to reopen negotiations regarding this Article, including utilization of the applicable impasse resolution procedures if necessary, if any one of the three (3) following events occur: 1) The Union rejects the recommended changes of the Insurance Committee within thirty (30) days of their submittal; 2) The City does not adopt the recommended changes of the Insurance Committee; or 3) the City elects to change the City health insurance coverages, including premium contributions, absent a recommendation from the Insurance Committee.

31.03 The City shall provide employees with a Life Insurance Policy as contained in the medical coverage or other insurance policy.

ARTICLE 32 MISCELLANEOUS

32.01 In any instance where the employer sends an employee for a medical examination, the employer shall pay the cost of the examination.

32.02 The Employer shall continue to pay for a period of six (6) months from the date of death to an employee's family the salary of the employee who is killed while performing his duties.

32.03 The Employer shall provide safe working conditions, equipment, and departmental procedures with the health and safety of the employee in mind.

32.04 The parties mutually recognize the serious nature of problems related to substance abuse and the need to protect the City's rights and interest as well as the employee's rights in this area. The Employer has established a City-wide Drug and Alcohol Testing Policy applicable to and binding upon Members of the Union as well as all other employees of the City. A copy of the Policy is attached hereto at Appendix IV. Should the Employer elect to change the Drug and Alcohol Policy, the proposed changes shall be submitted to the Insurance Committee for review and recommendation. Additionally, the following guidelines will apply:

A. Discipline resulting from substance abuse will be handled on an individual basis and the Union will be informed of the City's action as soon as practical.

B. Grievances involving substance abuse may be initiated at the third step of the grievance procedure.

ARTICLE 33 NOTICE SPACE

33.01 The Employer agrees to provide bulletin board space for notice for use by the OPBA.

33.02 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA officers during non-work time. All notices are limited to A thru G only:

A. OPBA recreational and social affairs;
B. Notice of OPBA meetings;
C. OPBA appointments;
D. Notice of OPBA elections;
E. Results of OPBA elections;
F. Reports of non-political arms of the OPBA; independent non-political arms of the OPBA; and
G. Non-political publications, rulings or policies of the OPBA.

33.03 No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except in the designated area for use by the OPBA.

33.04 Violation of any provisions of this Article shall subject the OPBA to revocation of posting privileges by the Employer.

ARTICLE 34 ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS

34.01 Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Chief, and he shall make the final determination and communicate it to the member.

34.02 If the Chief deems it necessary, he may require a member to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment. A Member shall be given adequate notification to properly plan for such attendance without any financial harm.

34.03 Attendance to any school, training session or seminar, pertinent to dispatching matters, shall be compensated at the regular straight time rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day.

34.04 Any employee required by the Chief to remain over night to receive training, shall receive an allowance for meals of thirty dollars ($30.00) maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for over night accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief.

34.05 If an employee is permitted or required to use his personal automobile for City business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

ARTICLE 35 LABOR MANAGEMENT COMMITTEE

35.01 A Labor/Management Committee consisting of up to three (3) individuals who represents the OPBA and one (1) who represents the Administration shall be established. This committee may meet as necessary to discuss items of concern to the employees and management of the Police Department.

ARTICLE 36 DURATION OF AGREEMENT

36.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2014 and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2015, notice of such a desire shall be given prior to November 1, 2015. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 37 EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 9th day of June, 2014.

FOR THE OPBA:

Jeff Perry, Business Agent

FOR THE EMPLOYER:

Mayor Sam Alai

Chief of Police

Approved as to legal Form and Correctness:

Vincent Ruffa
Law Director

Delete Appendices I, II, and III. City Drug and Alcohol Testing Policy to become new Appendix I

CITY DRUG AND ALCOHOL TESTING POLICY
(See Section 32.04)

Section 1. Policy: The parties are concerned about the effects of alcohol abuse and illegal drug use. Such use and abuse adversely affects work quantity and quality, jeopardizes employee health, and can create an unacceptable and dangerous work environment. Further, substance abuse is contrary to our commitment to excellence. Therefore, in order to promote a safe, healthy, and productive work environment the parties agree to implement the following substance abuse procedures.

Section 2. Procedure: Employees are prohibited from:

1. Possessing, using, buying, selling, transporting, or transferring illegal drugs while working, while on City property, or while operating City vehicles.

2. Possessing, consuming, buying, selling, transferring or transporting alcoholic beverages while working, while in City vehicles, unless specifically authorized in advance in writing by management.

3. Any use of controlled substances, which are defined under the regulations as marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

4. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.

5. Any use of alcohol that could affect the performance of the employee including use during the eight (8) hours prior to work, or until an employee undergoes a post-accident alcohol test.

Section 3. Definitions:

1. "Under the influence" means, with respect to drugs and alcohol, the presence in an employee's system of any detectable amount of alcohol or drug, or its metabolites, and speech, actions, or an appearance which lead a supervisor to reasonably suspect that the employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.

2. The term "drugs" includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), pursuant to Federal and Ohio law.

Section 4. Testing Procedure:

1. The following situations will result in the selection of employees for drug and/or alcohol testing:

   a. Pre-employment. All newly-hired employees and employees promoted or transferred into a safety-sensitive position must complete a drug test with a verified negative result prior to beginning employment or performing any safety-sensitive functions.

   b. Periodic. All affected employees may be drug tested in conjunction with their periodic physical at the City's expense.

   c. Random. All affected employees will be subject to random drug and alcohol testing and must report immediately upon being informed of their random selection.

   d. Reasonable Cause. Any affected employee shall be escorted to a collection site and provide a specimen if, in the opinion of their supervisor(s), there is reasonable cause to suspect the use of drugs or alcohol based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or odors.

   e. Post Accident. Immediately upon a supervisor/management decision that an employee has been involved in an accident while on duty or while acting in his or her capacity as an employee or representative of the City, the employee must submit to a urine collection at a designated collection site to test for the presence of drugs. Such urine test shall be conducted no later than thirty-two (32) hours after the accident. A post-accident alcohol test shall also be administered, generally within two (2) hours, but no later than eight (8) hours after the accident. Tests conducted by authorized federal, state or local law enforcement officials for drugs and/or alcohol may be used in lieu of the City conducting its own testing. An employee shall be subject to testing following an accident involving loss of human life if he/she was performing a safety-sensitive function. An employee involved in a nonfatal accident shall be subject to post-accident testing if he/she received a citation for a moving violation arising out of an accident.

   f. Follow-up Testing. After a previous positive test, the employee will be subject to unscheduled testing as required by the DOT and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. Follow-up testing may also be conducted pursuant to the terms of a last chance agreement voluntarily entered into between the City and the employee.

g. Return to Duty. An employee who tests positive for drugs or alcohol shall not be permitted to return to duty until he/she produces a negative test result and completes any recommended rehabilitation.

2. Employees will be directed to cooperate in urine and alcohol tests under the following circumstances:

   a. Post accident as described above.

   b. The appearance, speech, or actions of an employee causes a supervisor to reasonably suspect that the employee's ability to work may be impaired by alcohol or drugs.

   c. As part of a required physical examination in which the employer will cover the cost of the test.

   d. The employee tested positive previously and agreed to or is required to participate in follow-up testing.

   e. The employee is selected at random for drug and/or alcohol testing.

   f. Prior to returning to work if the employee has previously tested positive.

   g. The employee is promoted or transferred into a safety-sensitive position from any non-safety sensitive position.

3. Employees who refuse to be tested are subject to discipline up to and including, discharge, depending upon the circumstances and the requirements of applicable law. Each employee shall be paid his/her regular hourly wage for the time involved in taking any drug/alcohol test required by the City.

4. All applicants for employment must submit to pre-employment testing for evidence of drug use. Refusal of an applicant to be tested will result in the applicant not being hired. The City will obtain, according to DOT regulations, information on positive alcohol and controlled substances tests and refusals to be tested within the preceding two (2) years from the previous employers. This information will be reviewed no later than fourteen (14) days after the employee performs safety-sensitive functions.

5. Urine specimens will be collected at a designated collection site under circumstances designed to prevent sample switching or tampering. Urine specimens will be sealed and sent via courier to a certified lab for testing. Detailed records will be kept to prevent misidentification of samples.

6. The following protocol will apply to all specimen collections:

a. The applicant/employee will provide a urine sample at the assigned collection site at the appointed time.

b. The applicant/employee will participate in the chain of custody procedures in order to insure accurate collection by:

(1) providing photo identification;

(2) completing and signing consent, release of information, and Chain of Custody forms; and

(3) following urine collection procedures in cooperation with the collection site.

c. If the applicant/employee refuses to provide the specimen for drug or alcohol testing, the applicant may not be hired and the employee will be subject to discipline including discharge.

7. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatography/Mass Spectrometry) before any discipline is imposed or hiring decisions are made.

8. An independent Medical Review Officer (MRO) will review all drug tests performed by the laboratory. The MRO is to determine whether positive test results indicate illegal drug use or whether other medical explanations could account for the result. The MRO will attempt to contact the employee prior to notifying the City of the results.

9. On all "positive" drug screen test results, the MRO will make reasonable efforts to first contact the applicant/employee and review the findings. If the applicant/employee cannot be reached during the above-mentioned time frame, City management will be contacted and informed to contact the applicant/employee and have such person contact or make themselves available to be contacted by the MRO to review the findings. If the applicant/employee does not make himself/herself available to be contacted by the MRO, the applicant may not be hired and an employee will be subject to discipline including discharge unless valid circumstances unavoidably prevented the employee from contacting the MRO in a timely manner.

10. Confidentiality & Privacy. The City will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. As such, the City shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer.

Except as required by law, test results will not be disclosed to co-workers, an employee's family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.

11. The City will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on City property to the police.

12. Consequences of Testing Positive. Employees who provide valid pre-dated prescriptions for the substance(s) for which they test positive will not be disciplined.

13. The consequences of testing positive may result in discipline including termination and refusal to submit to a test will result in termination of employment. Each case shall be reviewed on its own merits. A "positive test" for purposes of alcohol testing shall mean an alcohol concentration of 0.04 or greater. However, an employee who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be permitted to perform safety-sensitive functions. A "positive test" for purposes of drug testing shall mean the presence of a drug above the levels prescribed by DOT. In the event that the Employer elects not to terminate an employee for testing positive, the Employer may condition reinstatement upon successful completion of any treatment recommended and/or approved by the MRO. An employee who undergoes such treatment shall do so at his or her expense if not fully covered by applicable insurance. Additionally, an employee undergoing recommended treatment as a condition to reinstatement may utilize sick or other available leave, but if none is available shall be placed on unpaid leave.

14. Voluntary Treatment And Counseling. (Prior to detection or selection for testing.) The City shall reasonably accommodate an employee's substance abuse problem by granting an employee's request for treatment/rehabilitation, including treatment or rehabilitation through the employee assistance program. Employees who request leaves of absence for treatment will not be subject to discipline. These unpaid leaves will be approved by management and the employee must agree to abide by the "Last Chance Agreement." Employees may not, however, escape discipline by first requesting such treatment or leaves after being selected for testing or violating City policies and rules. Such requests for treatment will be kept confidential in accordance with federal and state law.

15. The City will establish an employee assistance program which will include a committee of an equal number of City and Union representatives to review requests and assist in the preparation of a plan for an employee who feels he or she may have a substance abuse problem. Such employees coming to the employee assistance program for help will not be disciplined or retaliated against.

16. Employees caught possessing, using, selling, buying or transferring drugs or alcohol while at work, on City premises, or while using City vehicles will be terminated.

17. Employees arrested for selling drugs to, or buying them from another employee will be suspended without pay and if convicted, terminated. Depending on the circumstances, employees arrested for and convicted of other drug offenses may also be terminated.

18. Employees are responsible for their conduct and actions while under the influence and will be subject to disciplinary actions for any policy or rule violations in an impaired state. Impairment due to drugs or alcohol shall not be construed so as to condone or exonerate an employee or be considered a justifiable defense or mitigating circumstances for any improper actions, violations of City policy and procedures, or poor performance.

19. Supervisor and Employee Training. The City will ensure that persons authorized to determine reasonable suspicion, including Union representatives, are trained to recognize the symptoms of impairment and intoxication. Further, employees of the City shall be provided a copy of this policy and information pertaining to testing procedures, conduct that is prohibited, the effects of drugs and alcohol, and the consequences for violations of the policy.

FISHER & PHILLIPS LLP
ATTORNEYS AT LAW

www.laborlawyers.com

William E. Blackie, III
Of Counsel

Cleveland
9150 South Hills Boulevard
Suite 300
Cleveland, OH 44147

(440) 838-8800 Tel
(440) 838-8805 Fax

Writer's E-mail:
wblackie@laborlawyers.com

August 29, 2014

research@serb.state.oh.us
State Employment Relations Board
65 East State Street, Suite 1200
Columbus, Ohio 43215-4213

Re: The City of Broadview Heights and The Ohio Patrolmen's Benevolent Association (Dispatchers)

Dear Sir/Madam:

Enclosed please find the fully executed Collective Bargaining Agreement for the period January 1, 2014 through December 31, 2015 for The City of Broadview Heights, Employer, and The Ohio Patrolmen's Benevolent Association (Dispatchers). We kindly ask that you file the fully executed Agreement in accordance with usual practices.

Very truly yours,

William E. Blackie
FISHER & PHILLIPS LLP

WEB:tmb
Enclosure