

STATE EMPLOYMENT  
RELATIONS BOARD

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K#30657

AN AGREEMENT

between

THE CITY OF SEVEN HILLS

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(Patrolman/Sergeant)

EFFECTIVE: January 1, 2014  
EXPIRES: December 31, 2016

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## PREAMBLE

### ARTICLE I.

This Agreement is hereby entered into by and between the City of Seven Hills, hereinafter referred to as the "Employer" and The Ohio Patrolmen's Benevolent Association, (Patrolmen's Unit) and (Supervisors I Unit), hereinafter referred to as the "OPBA".

## PURPOSE AND INTENT

### ARTICLE II.

In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the OPBA now desire 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 multi-unit 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 Seven Hills; (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.

## RECOGNITION

### ARTICLE III.

Section 1. The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time Patrolmen, and Sergeants on the Seven Hills Police Department; excluding all other positions and classifications not specifically established herein.

Section 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

## DUES DEDUCTION

### ARTICLE IV.

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employee in the Seven Hills Police Department for whom the Employer is currently deducting dues.

Section 2. 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 By-laws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those 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.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article IV and Article V and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

### **AGENCY SHOP**

#### **ARTICLE V.**

All members of the bargaining unit, as identified in Article III of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the monthly dues for membership in the OPBA as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09. In the event that a service fee is 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 IV of this Agreement, entitled "Dues Deduction".

### **MANAGEMENT RIGHTS**

#### **ARTICLE VI.**

Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division, within the Police Department; to transfer (including the assignment and allocation of work operations-divisions) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers 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.

## EMPLOYEE RIGHTS

### ARTICLE VII.

Section 1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts. The Employer shall record the proceedings and provide the employee with a copy of both the recording and the transcripts of the recording at the Employer's expense. In addition, the employee may record such interrogations if he has a recording device available so as not to unduly delay the investigation.

Section 3. An employee may request an opportunity to review his personnel file, and shall be permitted to have a representative of the OPBA present when reviewing his file. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 4. All complaints by civilians which may involve suspension or discharge of an employee shall be in writing and signed by the complainant. The Employer must furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 5. In the course of an internal affairs investigation, a polygraph or C.V.S.A. examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph or C.V.S.A. examination, such examination shall not be used in any subsequent court action.

## NO STRIKE

### ARTICLE VIII.

Section 1. The Employer 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.

Section 2. 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 Employer. A breach of this Section by an employee shall be proper cause for discharge or other disciplinary action by the Employer.

Section 3. The OPBA and its officers and/or stewards shall, at all times, cooperate with the Employer 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 Employer 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.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

## DISCIPLINE

### ARTICLE IX.

Section 1. Disciplinary action taken by the Employer shall only be for just cause.

Section 2. A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action.

Section 3. Prior to a disciplinary suspension that does not require emergency relief from duty, the Employer shall conduct a pre-suspension hearing for the purpose of affording the employee an opportunity to respond to the charges.

Section 4. In the case of emergency relief from duty, an employee shall be suspended with pay, and a disciplinary hearing will be scheduled within three (3) days of the suspension.

Section 5. In the event a disciplinary hearing is held, the Employer shall record the proceedings and provide the employee with a copy of both the recording and the transcripts of the recording at the Employer's expense. In addition, the employee may record the proceedings if he has a recording device available so as not to unduly delay the hearing.

## ASSOCIATION REPRESENTATION

### ARTICLE X.

Section 1. The parties recognize that it maybe necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings in which the representative is required to be present during his regular working hours.

Section 2. Members of the OPBA's Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer. Members of the Negotiating Committee shall be paid at straight-time rates for all time spent in participating in collective bargaining meetings with the Employer during scheduled work hours. However, the Employer shall not be obligated to pay any Negotiating Committee members beyond their

regularly scheduled work day, nor shall the Employer incur any overtime obligations as a result of negotiations.

## GRIEVANCE PROCEDURE - POLICE

### ARTICLE XI.

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 and the Employer. 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 Employer or the OPBA which tend to impair or weaken the Grievance Procedure are improper.

Section 2. A grievance is a dispute or difference between the Employer and the OPBA, or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with only the express, written provisions of this Agreement. When any such grievance arises, the following procedure will be observed. However, when a grievance directly involves either a lieutenant or the police chief or when a grievance concerns an order and/or any other action of a lieutenant or the police chief, the employee submitting the grievance may skip steps one (1) and two (2) below and file/submit said grievance to the Mayor referenced in step three (3) within five (5) calendar days after the occurrence upon which employee's grievance is based.

Step 1. An employee who has a grievance must submit it in writing to the Lieutenant 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 Lieutenant shall give his answer within seven (7) calendar days after receipt of the grievance. The Lieutenant's answer shall be given to the grievant or the OPBA.

Step 2. If the employee's grievance is not satisfactorily settled at Step 1, the grievant shall, within five (5) calendar days after receipt of the Step 1 answer, present such grievance to the Chief. The Chief shall meet with the grievant and the representative of the OPBA within five (5) calendar days after the written grievance has been filed with the Chief, and a written answer shall be given within five (5) calendar days after the Step 2 meeting. The Chief's answer shall be presented to the grievant or the OPBA.

Step 3. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 2, 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 2. 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 ten (10) calendar days after the 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 4. In the event a grievance is unresolved after Step 3, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly choose an arbitrator from the permanent panel below.

There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) James Mancini; 2) Robert Stein; 3) David Pincus; 4) Nicholas Duda; 5) Virginia Wallace Curry; 6) Charles Adamson; 7) Gregory Van Pelt; 8) Stewart Savage; and 9) Nels Nelson.

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 shared equally by the parties. 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 Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and consistent with the operating requirements 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.

Section 3. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer 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 Employer at any of the preceding steps may be immediately referred by the OPBA to the next level.

Section 4. Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

Section 5. 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 the Agreement.

Section 6. 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 Employer shall be notified in writing of changes of all representatives of the OPBA and stewards as they occur. These employees shall not be permitted to function as a steward until the OPBA has presented the Employer with written certification of that person's selection.

### **NON-DISCRIMINATION**

#### **ARTICLE XII.**

Section 1. The Employer and the OPBA agree not to discriminate against any employees on the basis of race, religion, color, creed, national origin, age or sex.

Section 2. 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 non-members.

### **GENDER AND PLURAL**

#### **ARTICLE XIII.**

Whenever the context so requires, the use of the words herein 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.

### **HEADINGS**

#### **ARTICLE XIV.**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

### **OBLIGATION TO NEGOTIATE**

#### **ARTICLE XV.**

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

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such 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.

Section 3. This Agreement shall not be modified or amended except in writing executed by both parties.

### **CONFORMITY TO LAW**

#### **ARTICLE XVI.**

Section 1. This Agreement, to the extent permitted by law, shall supersede any applicable present and future state laws, local ordinances, rules and regulations to the extent such laws, ordinances or rules and regulations are inconsistent with the terms contained herein.

Section 2. 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 portion had not been included.

### **HOURS OF WORK**

#### **ARTICLE XVII.**

Section 1. The regular working period for all employees covered by this Agreement will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week periods is a management right.

Section 2. Management and the Union agree, however, to negotiate a written policy concerning schedules and schedule changes for the purposes of: maximizing employees notice prior to a change in schedule; avoiding arbitrary, capricious or discriminatory schedules or schedule changes; and avoiding double shifts, which constitute a safety hazard to employees and the community.

### **OVERTIME PAY**

#### **ARTICLE XVIII.**

Section 1. Overtime shall be maintained on a rotational basis. Officer-in-Charge shall be responsible for monitoring as required, be it by shift, day, etc. . . . City assumes no liability in procedure. The rotation shall be by full-time and part-time separately.

Section 2. All employees, for hours worked in excess of eighty (80) hours in a two (2) week period or eight (8) hours in one day shall be compensated, at the employees election, either at (a) the rate of one and one-half (1-1/2) times the employees regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved.

Section 3. For the purposes of overtime computation, longevity compensation shall be included in the base rate for such compensation. All other hours paid, but not worked for any reason except holidays, vacation days, and excused sick time shall be excluded in determining the total number of hours worked for overtime pay computation purposes.

### **COURT TIME**

#### **ARTICLE XIX.**

Employees appearing in court on behalf of the Employer during non-scheduled work time shall be paid a minimum of three (3) hours and will be paid at the rate of time and one-half if such hours qualify as overtime as defined in Article XVII (Hours of Work) and article XVIII (Overtime Pay).

### **HOLIDAYS/PERSONAL DAYS**

#### **ARTICLE XX.**

In lieu of paid holidays and personal days, employees shall be reimbursed for a total of thirteen days per calendar year at eight (8) hours per day at the prevailing straight time hourly rate. Such payment shall be made annually on the first pay period following the dates listed below:

June 1st	Six and one-half (6 1/2) days
December 1st	Six and one-half (6 1/2) days

In addition, each employee who actually works on the day on which any of the following holidays fall on shall receive eight (8) hours of comp time. These holidays include New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, , Thanksgiving, President's Day, Veteran's Day, and Columbus Day. Comp time is to be used within six (6) months of the date of the holiday for which it is received.

### **VACATIONS**

#### **ARTICLE XXI.**

Section 1. All full-time employees of the Employer shall be entitled at the beginning of each calendar year (January 1<sup>st</sup>) to the following paid vacation, which shall be calculated using the employee's anniversary date provided that they have worked at least one thousand forty (1,040) hours in the preceding anniversary year, or if a new employee since date of hire, and have accrued the required years of service as follows:

<u>Years of Service</u>	<u>Number of Weeks</u>
Less than 1 year	1 week
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 26 years	5 weeks
26 years and over	6 weeks

Section 2. Vacation time shall be awarded on the basis of seniority. At the beginning of each year, during one designated week, each employee shall publicly post his requested vacation dates. Initially, each employee's two-week vacation period will be selected by seniority from that list. Thereafter, vacation periods of one week will be selected by seniority from that list. Vacation time shall be taken at a time approved of by the Chief.

Section 3. 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 such a transfer.

Section 4. An employee who transfers from another public agency within the State of Ohio or any other political subdivision of the State to the City of Seven Hills shall not be credited for any such service earned with such other public agency or political subdivision towards vacation eligibility at the City of Seven Hills.

Section 5. Any employee who retires, dies or is terminated without just cause and has unused vacation time shall receive such vacation time paid to him, his estate, or as part of a reinstatement order.

Section 6. Employees may convert forty (40) hours of accumulated vacation to a lump sum cash payment that will be paid on the first payday of December of each year using the base salary in effect as of December 1<sup>st</sup>. The employee must make this election at least three (3) weeks in advance of the first payday of December.

### **SICK LEAVE**

#### **ARTICLE XXII.**

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family, which reasonably requires the employee's attention.

Section 2. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in pay status and may accumulate such sick leave to an unlimited amount.

Section 3. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, unless emergency circumstances prohibit such.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Chief or Designee may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Chief or Designee and paid by the Employer. In any event, an employee absent for more than, two (2) consecutive days must supply a physicians report to be eligible for paid sick leave.

Section 6. If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief or Designee, in his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Chief or Designee's discretion, be considered an unauthorized leave and shall be without pay.

Section 7. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, up to and including termination of employment.

Section 8. The Chief or Designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 9. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, siblings, or relative actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, spouse's parents, child, brother, brother-in-law, sister, sister-in-law, or person in *loco parentis*.

Section 10. Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed one hundred twenty (120) days.

Section 11. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 12. An employee who transfers from another public agency within the State of Ohio or any other political subdivision of the State to the City of Seven Hills shall not be credited for any unused balance of accumulated sick leave earned with such other public agency or political sub division.

Section 13. For purposes of sick day situations only, full-time officers shall be called in first to replace full-time officers and part-time officers shall be called in first to replace part-time officers. In instances of sick day usage for more than 3 consecutive work days, the Employer reserves the right to either amend the schedule or utilize part-time officers.

Section 14. An employee, whose sick leave bank includes one hundred (100) or more hours of time, may convert up to sixty (60) hours of accumulated sick leave time into cash each year. The sick leave conversion may take place in June or December of any given year. The employee shall notify the Employer of the desire to convert up to sixty (60) hours and shall designate the amount to be converted. The employee shall be cashed out at the employee's rate of compensation at the time of the conversion.

### **FUNERAL LEAVE**

#### **ARTICLE XXIII.**

Section 1. A full-time employee shall be granted up to three (3) days (or such fewer days as the employee may be absent) in the event of the death of a spouse, son, daughter, father, mother, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, or sister, step-children and step-parents.

Section 2. Attendance at the funeral or memorial service in lieu of the funeral is required to receive the benefit. The time off must be on the days the employee was scheduled to work. The payment will be at the employee's regular hourly rate and such payment shall not duplicate payment for any other reason.

### **INJURY LEAVE**

#### **ARTICLE XXIV.**

Section 1. When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed one hundred eighty (180) calendar days, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 2. A Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Chief or his designee before the last day of each week in which such disability occurred or continues. An employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any reasonable time.

**JURY DUTY**

**ARTICLE XXV.**

Any employee who is called for jury duty, either Federal, County or Municipal shall be paid his regular salary, and must remit any monies received for such jury duty to the City, when such jury duty occurs during his regularly scheduled shift.

When jury duty occurs away from the regularly scheduled shift, the employee shall be excused from having to report for his regular shift.

**COMPENSATION SCHEDULE**

**ARTICLE XXVI.**

Section 1. The following base salary/hourly compensation schedule shall be effective for the members of the Seven Hills Police Department.

	Effective January 1, 2014	Effective January 1, 2015	Effective January 1, 2016
	3% Increase	2% Increase	1% Increase
Ptl. 1 <sup>st</sup> Year	\$53,659.91	\$54,733.11	\$55,280.44
Ptl. 2 <sup>nd</sup> Year	\$57,759.31	\$58,914.50	\$59,503.64
Ptl. 3 <sup>rd</sup> Year	\$61,856.65	\$63,093.78	\$63,724.72
Ptl. 4 <sup>th</sup> Year	\$65,951.93	\$67,270.97	\$67,943.68
Sgts. (13.5% Diff.)	\$74,855.44	\$76,352.55	\$77,116.42

There shall exist a fixed differential between the Department's top paid Patrol Officer and the lowest paid Sergeant in the amount of thirteen and one-half percent (13.5%).

Section 2. Any Patrolman who is designated the acting shift commander or is otherwise placed in charge of a shift shall be paid an additional five percent (5%) of his regular hourly rate for all such time.

Section 3. Each bargaining unit employee who has successfully completed his or her probationary period shall be entitled to an annual law enforcement specialist premium of \$1,150. The law enforcement specialist premium shall be an entitlement for those skill sets of members and uniquely applicable to law enforcement functions including but not limited to radar operations, BAC certification, basic computer/LEADS training, firearm proficiency and CPR/AED. The premium shall be paid annually in the first pay period in December provided the employee has met the required annual law enforcement specialization the prior year (e.g., meeting the specialist requirement in 2008 entitles the employee to payment in December 2009). The first law enforcement specialist premium will be due in the first payday of December, 2009. In addition to meeting the law enforcement specialist requirements, a Member must be an

employee on the date of the payment or have left the employment of the City during the calendar year of the payment in a manner other than termination for just cause.

Section 4. In accordance with current practice, the Employer agrees to continue the “salary reduction” method for “pick up” of the Employee’s share of the Ohio Police and Fire Disability Pension Fund (“OP&F”) provided same is permitted by and in accordance with statutes, rules and/or regulations of the Internal Revenue Service and the OP&F. Under such salary reduction plan, the Employee’s gross pay will be reduced by the Employee’s share of the contribution rate which share shall be forwarded to the OP&F. It is the parties’ purpose of this provision to memorialize current practice.

### LONGEVITY

#### **ARTICLE XXVII.**

Section 1. Effective July 1, 2005 employees who have completed a minimum of five (5) years of service shall be entitled to longevity pay as follows:

After five (5) years	\$625/year
After ten (10) years	\$1,125/year
After fifteen (15) years	\$1,625/year
After twenty (20) years	\$2,125/year

Section 2. Full years of service shall be calculated on the employee's anniversary date of each year and the applicable longevity compensation shall be paid on the first payday of December of each year, using the salary in effect as of December 1st.

Section 3. Time served by an employee during a probationary period shall be included in computing longevity pay. Any interruption in the service of an employee except for allowed vacation, holidays, and sick leave shall be deemed a termination of such employee's tenure in office for the purpose of determining his eligibility for longevity pay.

### EDUCATIONAL AND OTHER PAYS

#### **ARTICLE XXVIII.**

Section 1. Employees 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 employee.

Section 2. If the Chief deems it necessary, he may require an employee to attend any school, training session or seminar. Such attendance shall be deemed a requirement for their continued employment.

Section 3. Attendance at any school, training session or seminar, pertinent to departmental matters, shall be compensated at the rate of one-and-one-half(1-1/2) times the regular hourly rate for travel time and attendance if such hours qualify as overtime as defined in

Article XVII (Hours of Work) and Article XVIII (Overtime Pay). Training sessions, classes, seminars and call-in time shall be a minimum of two (2) hours and compensated at the rate of one-and-one-half (1-1/2) times the regular hourly rate.

Section 4. Any employee required to remain overnight to receive training shall receive an allowance for meals of fifty dollars (\$50.00) maximum per day when meals are not otherwise provided. The allotment for each meal, for partial days, is as follows: Breakfast - eight (\$8.00) dollars; Lunch - twelve (\$12.00) dollars; and Dinner - thirty (\$30.00) dollars. No reimbursement shall be made for alcoholic beverages.

Section 5. Employees shall be reimbursed at the prevailing cost for overnight accommodations, as approved by the Police Chief.

Section 6. Receipts for all meals and/or accommodations must be submitted and approved by the Police Chief.

Section 7. 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.

#### **UNIFORM ALLOWANCE AND MAINTENANCE**

#### **ARTICLE XXIX.**

Section 1. Upon original appointment as a regular full-time member of the Police Department, the appointee shall be provided the initial required uniform and related items as follows:

- a. 5 short sleeve uniform shirts
- b. 5 long sleeve uniform shirts
- c. 5 pair of uniform pants
- d. 1 winter coat
- e. 1 lke jacket
- f. 1 raincoat
- g. 1 windbreaker
- h. 1 pair of boots
- i. 1 hat
- j. 1 pair of shoes
- k. 1 service weapon
- m. all leather goods
- n. portable radio and charger
- o. new handcuffs

If said appointee leaves the employ of the City within six (6) months, he is to reimburse the City, by automatic payroll deduction from the final paycheck, and/or return items, if appropriate.

Section 2. Each employee shall be entitled to an annual uniform allowance in the amount of \$1,200. Members of the Detective Bureau, SWAT team and bicycle unit shall be entitled to the annual uniform allowance plus \$155.00.

Section 3. The amounts as provided in this Article shall be paid directly to each employee in two (2) installments of one-half of such amount each; the first installment to be paid on the employees anniversary date and the second installment to be paid six months thereafter.

Section 4. Employees- who terminate for any reason shall have the annual amount contained in section 2 above prorated on a monthly basis.

Section 5. Any changes in uniform and/or equipment required by the Employer shall be provided by the Employer at its expense.

Section 6. All employees shall be given their duty weapon upon retirement.

Section 7. All employees shall be provided with new body armor of their choosing upon hire, not to exceed \$1,250.00. All employees shall be entitled to replacement body armor of their choosing, not to exceed \$1,250.00, upon the expiration of the manufacturer's designated useful life or in the event that the body armor is rendered unuseful as a result of an on-duty incident. Any uniformed patrol officer found not to be wearing such body armor while on duty shall forfeit his rights under this section and shall reimburse the City for the cost of his body armor.

## INSURANCE

### **ARTICLE XXX.**

Section 1. Effective with the execution of this Agreement, the Employer shall offer each full-time Employee a choice between one of two hospitalization and major medical insurance plans as follows:

Plan A. This plan shall be comparable to the coverage as provided in the Medical Mutual Plan A which is in effect as of December 1, 2011 (which is the beginning of the City's Plan Year).

Plan B. DELETE

Section 2. The City will pay the actual cost of Plan A up to a maximum of \$1,375 per month for family coverage and \$500 per month for single coverage. The remaining cost shall be paid by the employee through automatic payroll deduction.

Effective December 1, 2012, Plan B will no longer be offered. In its place, the City shall offer a Health Savings Account ("HSA"), known as and in effect as Plan C as of July 2012.

The HSA Plan, including its benefits shall be comparable in coverage to the HSA Plan C in effect as of July 2012. The In-Network deductible shall be \$5,000 for the family Plan and \$2,500 for the single Plan.

The Employer shall deposit \$4,000 into the employee's HSA for the family Plan and \$1,400 for the single Plan, in an annualized prorated manner, but shall not be responsible for these contributions upon separation of employment.

Any premium increase to the July 2012 HSA Plan shall be borne 90% by the Employer and 10% by the employee through automatic payroll deduction.

Section 3. To the extent possible, the Employer shall establish an Internal Revenue Service Section 125 Plan so that the foregoing employee paid premiums shall be on a pre-tax basis.

Section 4. The parties agree that in an effort to reduce hospitalization/medical costs they will establish a Citywide Joint Medical/Hospitalization Insurance Committee with a representative from the Union and convened at least two (2) times a year to review alternative insurance coverages and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. The Employer shall have a representative on the committee and the employer will require the city insurance representative to actively participate with the committee if the committee so directs. The committee will analyze cost containment measures including, but not limited to deductibles, co-pays, out of pocket maximums, prescription drug coverage and possible changes in providers.

Section 5. The Employer will provide and pay the full premium for all full-time employees for a group term life insurance and dismemberment policy in the face value of Twenty-Five Thousand Dollars (\$25,000) upon completion of probationary period and acceptance by the insurance carrier. In addition, the Employer shall provide a term life insurance policy for full-time employees' spouses in the amount of Five Thousand Dollars (\$5,000) and dependents in the amount of Two Thousand Five hundred Dollars (\$2,500) upon completion of probationary period and acceptance by the insurance carrier.

Section 6. If the insurance plans described in this Article are not permitted to be offered as a function of State or Federal Law during the effective life of this contract, then the parties agree to bargain over the matter.

#### MISCELLANEOUS

#### **ARTICLE XXXI.**

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

Section 2. The OPBA will be allowed one (1) bulletin board for official OPBA notices to be located in the Police Department. There shall be no notices posted which are disparaging of other City employees or officials.

Section 3. The Employer shall provide safe working quarters, conditions, and equipment with the health and safety of the employees in mind consistent with the City's financial capabilities to provide same.

Section 4. The probationary status of employees shall include all of the formal training time (State mandated basic Police Academy and the City Field Training officer Program plus one (1) year of active patrol duty).

Section 5. The Employer shall use reasonable efforts to maintain equipment in proper and good working condition and employees covered by this agreement have an obligation and responsibility to do the same.

Section 6. The Employer shall insure that each covered employee is issued at least one less than lethal device which is appropriate for law enforcement use. The Employer shall insure that employees are effectively trained in the use of the less than lethal devices that it issues. The employer shall replace all devices which are not in good working order or are beyond the manufacturers designated useful life.

### **PROBATIONARY PERIOD**

#### **ARTICLE XXXII.**

Section 1. All newly hired employees will be required to serve a probationary period of one year after completion of Field Training. However, the Chief in his discretion may shorten the probationary period. During such period, the Employer shall have the sole discretion to discipline or discharge such employees and any such action shall not be appealable through any grievance or appeal procedure contained herein.

Section 2. All newly promoted employees will be required to serve a promotional probationary period in accordance with local Civil Service rules. During such period, the Employer shall have the sole discretion to demote the employee to his previous position and any such action shall not be appealable through the grievance and arbitration procedure contained herein.

Section 3. If any employee is discharged or quits while on probation and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of Sections 1 and 2, above.

### **SENIORITY**

#### **ARTICLE XXXIII.**

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period defined in Article XXXI, Section 4, at which time such employment will be counted as part of his total length of continuous employment.

Section 2. An employee's seniority shall be terminated only when one or more of the following occur:

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid-off for a period of time exceeding two (2) years;
- d. He retires.

Section 3. A break in uninterrupted continuous service as referred to in Section 1 of this Article shall be defined as a failure to report to work as directed from layoff or leave of absence in excess often (10) days. Other leave contained in this Agreement shall not break continuous service.

### **LAYOFFS**

#### **ARTICLE XXXIV.**

Section 1. Members of the bargaining unit may be laid off only for lack of work or lack of funds.

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

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

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

Section 5. In the event of a lay-off in the Police Department, the Employer shall be prohibited from allowing any non-bargaining unit member from bumping into the bargaining unit.

Section 6. Before any full-time bargaining unit member may be laid off, all part-time policemen will be first laid off.

Section 7. This Article is intended by the parties to supersede any similar provisions in local Civil Service law or under ORC 124, *et seq.*

### **TOTAL AGREEMENT**

#### **ARTICLE XXXV.**

Section 1. This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such

modification or discontinuance being subject to any grievance or appeal procedure herein contained.

Section 2. This Agreement between the Employer and the two bargaining units described, has been consolidated in a single document for the purposes of facilitating the administration of the terms and conditions between the respective parties. It does not constitute an amendment or modification of the bargaining units as approved by SERB and any such amendment or modification shall be undertaken pursuant to law.

## FAMILY AND MEDICAL LEAVE ACT

### ARTICLE XXXVI.

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

Section 2. Any leave taken by an employee, whether paid or unpaid, for an FMLA qualifying event, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

Section 3. The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Section 4. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act. Employees shall not be required to exhaust all paid leave prior to using the Family and Medical Leave Act.

Section 5. No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Section 6. Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

Section 7. Sick leave events which continue two (2) weeks or more will require completion of a WH380 Form.

Section 8. Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

Section 9. Leave for the birth or-adoption of a child or-for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

Section 10. Employees will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Seven Hills will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

## DRUG TESTING

### ARTICLE XXXVII.

Section 1. All employees shall be subject to drug testing based upon reasonable cause.

Section 2. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The City's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

Section 3. The EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issued to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 4. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the City before returning to work.

Section 5. An employee who fails a drug or alcohol test for the second time during his employment with the City may be discharged immediately by the City, subject to just cause and the provisions of the grievance procedure.

Section 6. The City is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

## DURATION OF AGREEMENT

### ARTICLE XXXVIII.

Section 1. 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, 2016.

Section 2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

EXECUTION

ARTICLE XXXIX.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be duly executed this 10th day of March, 2014.

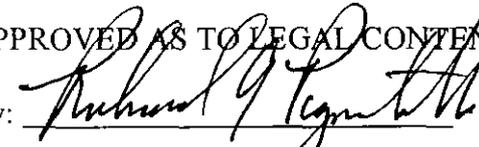
FOR THE OPBA:

By:   
  


FOR THE EMPLOYER:

By: 

APPROVED AS TO LEGAL CONTENT:

By: 

Date: March 10, 2014

# City of Seven Hills

Ordinance No. 8-2014

Introduced By Councilpersons Barth, Lecznar,  
Bryda, Fraundorf, Snitzky, Ernst, Trafis

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE CITY OF SEVEN HILLS, OHIO, WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (PATROLMAN/SERGEANT), FOR THE PURPOSE OF MEMORIALIZING WAGE NEGOTIATIONS WITH VARIOUS POLICE DEPARTMENT EMPLOYEES.**

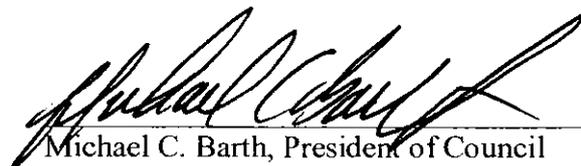
**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEVEN HILLS, OHIO:**

**Section 1.** That the Mayor be and he is hereby authorized and directed to enter into an Agreement on behalf of the City of Seven Hills, Ohio, with the Ohio Patrolmen's Benevolent Association (Patrolman/Sergeant) for various Seven Hills Police Department employees, a copy of said Agreement being attached hereto, made a part hereof, and marked for purposes of identification as "Exhibit A".

**Section 2.** That the Clerk of Council be and she is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Patrolmen's Benevolent Association.

**Section 3.** That this Ordinance shall take effect and be in force immediately upon its passage; otherwise, at the earliest period allowed by law.

First Reading February 10, 2014

  
Michael C. Barth, President of Council

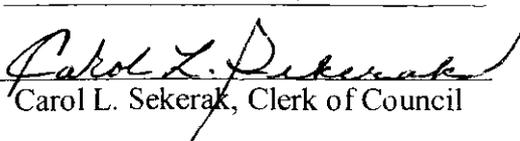
Second Reading February 24, 2014

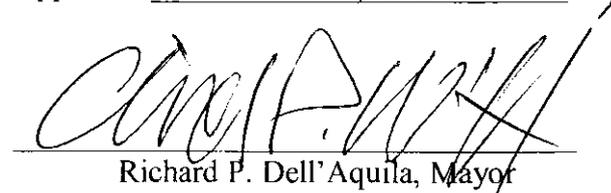
Filed with  
the Mayor March 10, 2014

Third Reading March 10, 2014

Approved March 10, 2014

Passed March 10, 2014

Attest   
Carol L. Sekerak, Clerk of Council

  
Richard P. Dell'Aquila, Mayor

CERTIFICATE OF TRUE COPY

I, Carol L. Sekerak, do hereby certify that I am the duly appointed, elected and Acting Clerk of Council of the City of Seven Hills, Ohio and that the attached is a true and correct

copy of Ordinance No. 8-2014  
on file in the office of the Clerk of Council, 7325 Summitview Drive, Seven Hills, Ohio.

Carol L. Sekerak  
Clerk of Council

March 28, 2014