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AN AGREEMENT

between

THE CITY OF FAIRVIEW PARK, OHIO

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

**(SERGEANTS AND LIEUTENANTS)
(PATROLMEN)**

Effective January 1, 2014, through December 31, 2016

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, 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 individual efficiency and service to the citizens of the City of Fairview Park, Ohio;
3. To avoid interruption or interference with the efficient operation of the Employer's business; and
4. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 - RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Police Department occupying the positions of patrol officers, sergeants and lieutenants, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are

excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, discharge, transfer, suspend and discipline employees;
2. determine the number of persons required to be employed, laid off or discharged;
3. determine the qualifications of employees covered by this Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer and/or consolidate work processes and facilities;
13. property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; and
14. terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

4.03 The Employer reserves the right to establish policies and procedure to insure the City's compliance with the federal Americans with Disabilities Act and the federal Family and Medical Leave Act.

ARTICLE 5 - DUES AND OTHER DEDUCTIONS

5.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues (including Fraternal Order of Police (FOP) dues) from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

5.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the OPBA Treasurer at 10147 Royalton Road, Suite J, North Royalton, OH 44133 within (30) days from the date of making said deductions. Dues paid to the FOP shall be submitted to a duly authorized representative.

5.04 The Union 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, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

5.05 The Employer shall continue providing payroll deductions for Credit Union, Deferred Compensation Contributions, and Life Insurance.

5.06 As a condition of employment, on or after the termination of a period of sixty (60) days following the beginning of a new employee's service, any employee in the bargaining unit who is not a member of the OPBA shall pay a service fee to the OPBA in an amount equivalent to the monthly dues for membership in the OPBA. If 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 in Section 5.01, all in accordance with Ohio Revised Code Section 4117.09.

ARTICLE 6 - NO-STRIKE - NO LOCKOUT

6.01 No employees shall engage in any concerted work stoppage, slowdown, strike or other job action, including any sympathy strike or refusal to cross a picket line, designed to impair or impede the functions of the Employer.

6.02 Any officer or trustee of the OPBA, upon notice from the Employer of such job action, shall take whatever effective steps, reasonably within their ability, that are necessary to end such job action, and will not, in any manner, encourage, ratify, condone, suggest, or participate in any such job action.

6.03 The Employer shall not lock out any member of the bargaining unit.

ARTICLE 7 - NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

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

ARTICLE 8 - BULLETIN BOARD

8.01 The Employer shall furnish at least one (1) bulletin board to be used by the members of the OPBA.

- (a) Such bulletin board shall be used only for posting notices bearing the written approval of the OPBA, and shall be solely for the OPBA business and recreational and social activities of the OPBA.
- (b) There shall be no notices or other writings posted which contain anything political, controversial or critical of the Employer or any other institution or any employee or other persons.

ARTICLE 9 - PERSONNEL FILES AND POLICY

9.01 Understanding that in the Administration of the Department the Employer maintains individual personnel files, the employee may, on an annual basis, be permitted to review their personnel files with at least a five (5) day written request. In addition, a department member may inspect his/her file once in direct response to a pending grievance or official matter.

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

9.03 When a department member is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the officer's name, photograph or personal information, and the extent of disciplinary action taken or contemplated until such time as final interdepartmental ruling has been made and served upon the officer.

9.04 Discipline will be treated as follows:

- (a) Written reprimands will no longer be counted if, after two (2) years, there have been no additional disciplinary violations.
- (b) Suspensions will no longer be counted if, after three (3) years, there have been no additional disciplinary violations.

Thereafter, such reprimand and/or suspension will not be used for future discipline.

ARTICLE 10 - LABOR-MANAGEMENT COMMITTEE

10.01 To provide for a means of better communication and understanding between the OPBA and the Employer, a Labor-Management Committee will be established.

- (a) The Committee will consist of no more than three (3) representatives of the OPBA and no more than three (3) representatives as designated by the Employer.
- (b) The Committee will meet as required for the purpose of discussing subjects of mutual concern, except that individual grievances will not be a subject matter for discussions at these meetings.
- (c) Meetings will be held at a time mutually agreeable between the parties.
- (d) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
- (e) The Directors of the OPBA will notify the Chief of Police as to the OPBA's representatives.
- (f) Within sixty (60) days after the signing of this Agreement, the Committee shall be established.

ARTICLE 11 - OPBA REPRESENTATION AND TIME

11.01 Any employee has the right to have the OPBA Director (or his designee) present at any step of the grievance procedure and at any meeting in which disciplinary action is being taken against that employee with the employee being advised of such right prior to any disciplinary action.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 The probationary period for all newly hired employees shall not exceed twenty-four (24) months. Employees shall have no seniority during probationary periods. However, upon completion of the probationary period, seniority shall start from date of hire.

12.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees, and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

12.03 Employees shall not be entitled to sick leave, holidays or funeral leave until the successful completion of sixty (60) continuous calendar days of employment.

12.04 Upon hire, an employee shall be provided an initial basic uniform issue, as determined by the Chief of Police. Upon the successful completion of ninety (90) continuous calendar days of employment, the employee shall be given the difference between the cost of the initial uniform issue and the annual uniform allowance. An employee who voluntarily leaves the employment of the City of Fairview Park within the twenty-four (24) month probationary period set forth in Section 12.01, above, shall be required to reimburse the City of Fairview Park for all training and uniform costs as a condition precedent to receiving his final paycheck.

ARTICLE 13 - SICK-LEAVE

13.01 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; (3) serious illness, injury or death in the employee's immediate family; and/or (4) the birth of a child.

13.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

13.03 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.

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

13.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave.

13.06 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 Department Head, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

13.07 Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

13.08 The Department Head 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.

13.09 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 parents, step-parents, spouse, children, and step-children 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, step-parents, spouse, child, any step-child, brother and sister, parent-in-law, grandparent or grandchild.

13.10 Upon the retirement or death 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 Police and Firemen's Pension Fund, such employee or estate shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half ($\frac{1}{2}$) 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 thousand three hundred and seven (1,307) hours.

13.11 For each calendar month in which sick leave is not used by an employee, the employee shall be entitled to two (2) hours of compensatory time off. The time off granted to employees shall be taken only with the approval of the Chief or his designee. Compensatory

time can be accumulated to an unlimited number of hours, but upon retirement, resignation, layoff or any separation from employment, payment will only be made for a maximum of 120 hours

ARTICLE 14 - INJURY LEAVE

14.01 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 ninety (90) calendar days, providing he files under workers' compensation rules and regulations of the State of Ohio for monetary compensation for his injuries incurred as a city employee and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. Employees who are injured in the line of duty, while engaged in "hazardous duty" shall be eligible for a paid leave not to exceed one hundred eighty (180) calendar days providing he fulfills the same conditions as stated above. "Hazardous duty" shall be defined as any injury sustained during the use of, or as a result of being a victim of, the intentional use of deadly force.

14.02 An absence for a period of eight (8) consecutive calendar days or less may not be charged against accumulated sick leave for minor work-related injuries not covered above if an employee supplies adequate and written proof from the health care provider treating his injuries to his Department Head.

14.03 It is the employee's responsibility to provide the "burden of proof" upon the official written request of the Bureau of Workers' Compensation in order for the Bureau to certify his/her claim. If the failure to provide timely information by the employee prevents the certification of the employee's claim, Injury Leave will be denied by the Employer and will result in the appropriate charge to the employee's accumulated sick leave balance. If information

is not provided through no fault of the employee, injury leave will not be denied for failure of the employee to provide “burden of proof.”

14.04 If at the end of the ninety (90) day period or the one hundred eighty (180) day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

14.05 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

14.06 Any employee who uses deadly force shall be relieved from all duties with pay for a mandatory five (5) workdays or until determination is made by the Chief or his designee that the act was justified, whichever occurs later. Upon returning to duty, the employee may be assigned to up to two (2) weeks of duty that does not require the carrying of a firearm, at the option of the Chief and/or the employee, to a total of a maximum of twenty-one (21) calendar days.

14.07 The City, at its cost, shall provide appropriate professional psychological or psychiatric counseling to an employee who engages in “hazardous duty” as defined in Section 14.01 hereof, or other traumatic event reasonably necessitating psychological or psychiatric treatment at the employee's request. The City must agree on the provider and will pay for six (6) months, and an additional six (6) months at the option of the City.

ARTICLE 15 - FUNERAL LEAVE

15.01 An employee shall be granted a leave of absence of five (5) days with pay in the event of the death of his spouse, child or step-child, mother, father, step-parents, brother, sister, grandparents, grandchild, parents-in-law, son-in-law, daughter-in-law, sister and brother-in-law, or person who has been in loco parentis to the employee. If the death occurs outside of the State of Ohio, the employee shall be granted a leave of absence of seven (7) days. Leave shall commence at the time of death or at or near the time of service and shall not be deducted from sick leave.

ARTICLE 16 - MILITARY LEAVE

16.01 An employee shall be granted a leave of absence for military duty in accordance with state and federal law. Specifically, both the “Uniformed Services Employment and Re-employment Rights Act” 38 U.S.C. Section 4301, *et seq.* and Ohio Revised Code O.R.C. §5923.05 *et seq* shall guide the requirements for military leave.

ARTICLE 17 - TRAUMATIC LEAVE

17.01 In the event an officer is involved in a traumatic incident as defined by the Chief of Police, he shall be allowed to take up to three (3) days of paid leave at the Chief’s discretion.

ARTICLE 18 - JURY DUTY - WITNESS DUTY

18.01 An employee called for jury duty or subpoenaed to court as a witness in a work-related matter where he is not a party will be granted a leave of absence for the period of the jury service or witness service and will be compensated with his regular pay, so long as the employee surrenders any jury-duty or subpoena fee paid to him.

ARTICLE 19 - VACATIONS

19.01 All regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

After one (1) Year Full-Time Service	Two (2) Weeks
After five (5) Years Full-Time Service	Three (3) Weeks
After ten (10) Years Full-Time Service	Four (4) Weeks
After fifteen (15) Years Full-Time Service	Five (5) Weeks
After twenty-three (23) Years Full-Time Service	Six (6) Weeks

19.02 An employee shall become eligible for vacation leave on his anniversary date, and vacation leave shall be taken by the employee within twelve (12) months thereafter. Employees will, on an annual basis, be permitted to carry over up to two (2) weeks of vacation into the following year through June 30 of the following year.

19.03 If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the pro-rated portion of any fully earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to the estate.

ARTICLE 20 - HOLIDAYS

20.01 All regular full-time employees shall be entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Five Floating Holidays
Labor Day	

20.02 For each two hours worked on a State-recognized holiday, the employee shall receive one (1) hour of compensatory time. The accumulation and use of this compensatory time shall be the same as provided for in Paragraph 13.11 of this contract.

20.03 Employees who work on Thanksgiving, Christmas and New Year's Day shall be paid at premium rate.

20.04 Employees who are called in on their day off, called in early for their scheduled shift, or who are held over beyond their scheduled shift on any of the holidays listed in 20.03 shall be compensated at the premium rate times 1.5 yielding 2.25 the regular rate.

20.05 An employee who resigns, is terminated, retires, or is otherwise separated from employment by the Employer will not be required to reimburse the Employer for any holiday pay previously paid.

ARTICLE 21 - CALL-IN PAY

21.01 An employee who is called in prior to the start of his scheduled shift shall be compensated as follows:

If the employee is called in to work less than two (2) hours before his shift, he shall receive two (2) hours pay. If an employee is called into work greater than two (2) hours of his scheduled shift start, he shall receive four (4) hours of pay.

21.02 Employees appearing in Municipal Court at a time when they are not on duty shall receive a minimum of three (3) hours' pay, at premium rate, unless such appearance is contiguous to the end of their current shift. In such instances, the employee shall receive overtime pay for the number of hours actually worked in addition to their normal shift. Employees appearing in higher-level courts shall receive a minimum of four (4) hours' pay. Employees who appear on station for subpoenaed higher-level court cases, but are called off before appearing, shall receive a minimum of three (3) hours' pay. Payments shall not be made for personally related court appearances.

21.03 Employees who attend training sessions or seminars shall be compensated at the appropriate rate of pay for the time in attendance at such training or seminar. Travel time to and

from such training or seminar shall be considered as time worked, and employees shall be compensated in accordance with the following schedule:

Local school (outside 20 miles)	1 hour each way
Columbus area schools	3 hours each way
O.P.A.T.A.	3 hours each way

When lodging is provided, hours for travel is for going to class on the first day and returning on the last day of class only, except when called back for city business, in which case, the employee is entitled to additional travel time. Travel to basic Police Academies is excluded from this provision.

ARTICLE 22 - OVERTIME - PREMIUM PAY

22.01 All employees shall be entitled to receive premium rate of pay for all hours worked in excess of eighty (80) hours in a given two week pay period or in excess of eight (8) consecutive hours in any one (1) day.

22.02 For the purpose of computing overtime pay, holidays and vacation days shall be counted as hours and days worked.

22.03 The City shall follow the requirements and regulations of the Fair Labor Standards Act (FLSA) when calculating the premium rate. The premium rate is defined as: 1.5 times the employee's hourly rate plus the product of (longevity pay plus uniform allowance plus other pays)/2080.

22.04 Overtime shall be allowed to be held to a maximum of one hundred twenty (120) converted hours.

22.05 Overtime earned as the result of working POPAS shall be allowed to be held and accrued the same as any other overtime hours.

ARTICLE 23 - HOSPITALIZATION

The City and all employees have cooperated in the creation of the new medical insurance program.

23.01 For calendar years 2015 and 2016, the employee agrees to pay fifteen percent (15%) and the City agrees to pay eighty-five percent (85%) of healthcare costs. For calendar years 2015 and 2016, the City will continue to contribute to the employee’s HSA account in the same manner as provided in calendar year 2014. The employee with the family coverage shall pay ten dollars (\$10) per month for dental care and one dollar (\$1) per month for vision care; the employee with the single plan shall pay five dollars (\$5) per month for dental care and fifty-cents (\$0.50) per month for vision care.

- (1) Commencing January 1, 2014 and effective through December 31, 2016, this plan shall be implemented.
- (2) The total employee medical, dental, and vision costs for calendar year 2014 are as follows:

EPO		HEALTH SAVINGS	
Family	Single	Family	Single
\$225.25	\$76.92	\$214.11	\$80.70

- (3) Employees who opt out of the City provided medical plan after January 1, 2011 will be compensated on the following basis:

Single — \$50.00 per month payment

Family — \$100.00 per month payment

Employees who opt out of the City provided plan must submit a letter to the Finance Director demonstrating proof of medical coverage by another plan.

- (4) The Employer expressly reserves the right to change coverages or carriers, so long as the new coverage is commensurate with or better than the existing coverage. Coverage under this Contract includes Medical Benefits, Prescription Benefits, Dental Benefits and Vision Benefits, the details of which are included in the plan document provided to employees by the carrier.
- (5) In the event of any dispute as to coverage hereunder, such dispute must be addressed by the employee to the appeal committee set forth in the handbook and shall not be subject to any grievance or arbitration procedure herein contained.

23.02 The City will administer for the benefit of the employees:

- (1) A Health Savings Account (HSA)
- (2) A Health Flexible Savings Account (FSA)

Both accounts will be administered in compliance with applicable Internal Revenue Codes.

23.03 The City shall establish a Cost Containment Committee. The Union shall participate in this committee by sending one delegate to the committee. The committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. After reviewing the recommendations of the Cost Containment Committee, the City shall make a final decision based on sound fiscal management of the City and deliverance of the most cost-efficient health care coverage to its employees.

23.04 The Employer shall pay the full premium for a fifty thousand dollar (\$50,000.00) term life insurance policy for each employee with an additional fifty thousand dollar (\$50,000.00) policy for accidental death.

ARTICLE 24 - LONGEVITY

24.01 All current employees will be awarded longevity payments at the rate of one hundred (\$100.00) dollars for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred (\$500.00) dollars, which will be paid in a lump sum in the first pay period in December of each year. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5 th Anniversary	\$ 500.00	16 th Anniversary	\$1,600.00
6 th Anniversary	\$ 600.00	17 th Anniversary	\$1,700.00
7 th Anniversary	\$ 700.00	18 th Anniversary	\$1,800.00
8 th Anniversary	\$ 800.00	19 th Anniversary	\$1,900.00
9 th Anniversary	\$ 900.00	20 th Anniversary	\$2,000.00
10 th Anniversary	\$1,000.00	21 st Anniversary	\$2,100.00
11 th Anniversary	\$1,100.00	22 nd Anniversary	\$2,200.00
12 th Anniversary	\$1,200.00	23 rd Anniversary	\$2,300.00
13 th Anniversary	\$1,300.00	24 th Anniversary	\$2,400.00
14 th Anniversary	\$1,400.00	25 th Anniversary	\$2,500.00
15 th Anniversary	\$1,500.00		

ARTICLE 25 - UNIFORM AND EQUIPMENT ALLOWANCE

25.01 During the term of this agreement, all employees shall receive a one thousand six hundred and fifty dollars (\$1,650.00) annual uniform allowance. This allowance shall be paid on a semi-annual basis.

25.02 Uniforms damaged from other than normal wear and tear shall be repaired or replaced as needed by the Employer.

25.03 The City will provide a bullet-proof vest to each employee once every five (5) years after the initial clothing allotment. The Employee may upgrade the vest at his/her own cost. Employees who choose to accept the bullet-proof vest shall be obligated to wear such vest while on active duty. Employees who choose not to wear the bullet-proof vest must sign a waiver on a form presented by the City. If an employee originally signs a waiver to not wear a vest and changes his mind to wear one, the City will purchase the vest for the employee.

ARTICLE 26 - RATES OF PAY

26.01 All bargaining unit wages are provided in the attached Schedule A.

26.02 All employees will be paid bi-weekly. The bi-weekly pay check shall be made available to employees no later than 4:30 p.m. on Thursday of pay week, unless unforeseen circumstances occur in the Finance Department.

26.03 The City shall maintain a thirteen percent (13%) differential between the Sergeant's base wage and the base wage of the City's highest patrolman's base rate, and a thirteen percent (13%) differential between the Sergeant's base wage and the Lieutenant's base wage.

26.04 Base rates of pay are attached hereto and made a part hereof and marked as Exhibit "A".

ARTICLE 27 - SPECIAL CAPACITY PAY

27.01 An employee, who after appropriate training, is appointed to the position of Evidence Technician by the Chief of Police is entitled to annual payment of Five Hundred Fifty Dollars (\$550.00).

27.02 All bargaining unit members, who after appropriate training, are appointed by the Chief of Police to any of the following positions shall be entitled to an annual payment of Two Hundred and Fifty Dollars (\$250.00) effective each January 1: Bomb Squad, SWAT Team, Terminal Agency Coordinator, Hostage Negotiators, and BAC Operators. L.E.A.D.S. Certified Officers shall be paid \$600.00 per year in two installments of \$300.00 each payable at the end of the first pay period of March and September.

27.03 All Bargaining Unit employees shall be entitled to participate in no more than two specialty payments pursuant to this Article.

27.04 Bargaining unit members shall be paid an additional \$2.50 for each hour that they perform the duties of a Field Training Officer or an Accident Reconstructionist. For every hour worked by a trainee, the FTO or another designated officer shall be entitled to \$2.50 per hour for each hour worked with the trainee.

27.05 Employees who rotate shifts and must double back leaving eight (8) hours between shifts will receive an annual payment of two hundred dollars (\$200.00).

TECHNICAL SUPERVISION PAY

27.06 All bargaining unit members who have formerly acted as evidence technicians or who are former or current members of the Detective Bureau who continue to perform evidence technician functions or who supervise patrolmen who perform evidence technician functions shall be entitled to an annual pay of Five Hundred Fifty Dollars (\$550.00).

ARTICLE 28 - TUITION REIMBURSEMENT

28.01 The City will reimburse tuition on a course basis for a work-related course of study to an employee who receives a grade of "B" or better in the course. This reimbursement is limited to a lifetime maximum per employee of \$5,000.00.

ARTICLE 29 - PENSION "PICK-UP"

29.01 As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund, the Employer agrees to implement the "salary reduction" method for pension "pickup." Such plan will take effect upon approval of the pension board.

29.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes and the pension contribution and increasing the employee's take-home pay.

ARTICLE 30 - CONFORMITY TO LAW

30.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

30.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the availability of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 31 - TOTAL AGREEMENT

31.01 This Agreement represents the entire agreement between the Employer and the Union 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 discounted at the sole discretion of the Employer upon seven (7) day advance notice to the Union.

ARTICLE 32 - OBLIGATION TO NEGOTIATE

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

32.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/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 bargained/negotiated and signed this Agreement.

ARTICLE 33 - GENDER AND PLURAL

33.01 Whenever the context so requires, the use of 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 gender 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 34 - HEADINGS

34.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

ARTICLE 35 - GRIEVANCE PROCEDURE

35.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to the Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

35.02 For the purpose of this procedure, the below listed terms are defined as follows:

Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.

Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of the Employer named in the grievance.

Party in interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

35.03 The following procedures shall be available for disputes concerning any type of discipline or discharge actions.

- (a) Except at Step 1, all grievances shall include: (1) the name and position of the aggrieved party; (2) the identity of the provisions of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions constituting the grievance took place; (4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and (5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- (b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- (c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- (d) The preparation and processing of grievances shall be conducted only during non-working hours.
- (e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union; provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- (f) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- (g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- (h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- (i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

35.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

- Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.
- Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the aggrieved parties supervisor within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved party an answer. The Supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.
- Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved Party's Department Head within five (5) days from the date of the rendering of the decisions in Step 2. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.
- Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering or a proper decision. The Mayor or his designee shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, then within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration pursuant to then-applicable rules of the Federal Mediation and Conciliation Service. The Arbitrators will be stricken alternately (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

35.05 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.

35.06 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

35.07 The hearing(s) shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service.

35.08 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. 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.

35.09 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.

35.10 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

35.11 Cases of suspension, termination or other discipline of Union members will be conducted pursuant to the arbitration provision of this contract. Disciplinary action taken by the employer shall only be for just cause.

35.12 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason for the disciplinary action. The employee shall be informed of the right to confer with a representative of employee's choice.

35.13 Prior to any discipline action being imposed, the employee shall be given the opportunity to appeal pursuant to steps 1 through 4 of the grievance procedure contained in Article 35 of this Agreement. The employee shall then be able to appeal the Step 4 decision to arbitration, as set forth in Article 35 of this Agreement.

35.14 Nothing in this Article shall affect the City's rights and remedies regarding probationary employees.

ARTICLE 36 - OFFICER'S BILL OF RIGHTS

36.01 As between the parties to this Agreement only and, insofar as the following are not in conflict with the laws and ordinances of the City of Fairview Park, State of Ohio and the United States of America, the Police Officer's Bill of Rights is set out as follows:

- A. You have the right to be represented by a Union Officer or the Union's Legal Counsel, upon your request, at all times during the interrogation when it relates to your continued fitness for law enforcement service, or when the investigation could result in criminal charges.
- B. You have the right to be completely informed of your rights prior to the commencement of the interrogation if you could be placed under arrest as a result of the investigation.
- C. You have the right to be informed at the initial contact if you are to be interrogated as a witness only.
- D. You have the right for all formal interrogation to be recorded and no one has the right to make unrecorded statements or ask unrecorded questions. You have the right to make a separate recording of any interrogation at the time of the interrogation.
- E. You have the right that at any one time, all questions must be directed through only one interpreter.

- F. The interrogations shall take place at a location designated by the Chief of Police and at a reasonable hour for all persons concerned.
- G. You have the right to be advised of any or all punitive action that could result from the investigation and interrogation.
- H. You have the right to be represented by a Union officer of your choice or a Union Attorney, during any interrogation that could result in punitive action.
- I. No polygraph test shall be administered without your consent, any polygraph agreed to must be given by a licensed operator.

ARTICLE 37 - VACANCIES AND PROMOTIONS

37.01 No ranking position shall remain vacant for more than ninety (90) days where the vacancy is the result of death, resignation, retirement, demotion or termination. In cases of demotion or termination, the vacancy must be filled within ninety (90) days of the affirmation of the demotion or termination by the Civil Service Commission or the Arbitrator, whichever is applicable.

37.02 The Chief of Police shall assign bargaining unit member(s) to fill temporary vacancies in a ranking position in case of injury, leave of absence, illness, disciplinary suspensions or any of the reasons listed in Section 37.01 above. The appointment shall be made immediately after any vacancy occurs for which it is known or likely that it will last longer than 3 weeks. Bargaining unit members assigned to such temporary positions for more than thirty days shall receive the hourly rate applicable to the ranking position filled.

37.03 Candidates for promotion shall be tested competitively in writing.

Written

(a) Sergeant 100%

(b) Lieutenant 100%

The seniority point system currently utilized for promotions shall be maintained during the life of this Agreement.

37.04 Any assessor or participating employee who know, or are familiar with each other, must disclose that fact. At the request of any participating employee, an assessor shall disclose whether he knows or is familiar with any other candidate. If any disclosure, as stated above, indicates a bias on the part of the assessor, that assessor shall be precluded from assessing that employee.

37.05 After the written exam is rendered and graded, the City shall provide a one-time review session during which the individual employees will have the opportunity to meet with the assessors to discuss their performance.

ARTICLE 38 - MISCELLANEOUS

38.01 Employees shall be allowed to purchase their service weapon from the City for \$1.00 under the following circumstances only: (a) after 25 years of service with the City; (b) upon a regular retirement pursuant to the Police and Fire Pension Fund; or (c) upon a disability retirement that is job related and not pursued to avoid criminal prosecution or job termination.

38.02 The Employer will make available \$500.00 annually for the maintenance of the exercise room on an as-need basis. Any new purchases or maintenance costs which exceed the stated amount may be on an item-by-item basis, based upon discussions with the Employer.

38.03 The parties agree to delineate and establish the formula used for payout of benefits upon retirement, termination, resignation or death of an employee, including holiday pay, vacation pay, sick time payout, uniform allowance, and specialty pays.

38.04 Effective January 1, 2010, the Employer shall not establish or utilize shift minimum manpower formulae that include any employees other than bargaining unit members.

ARTICLE 39 - DURATION

39.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2014, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

ARTICLE 40 - EXECUTION

40.01 IN WITNESS THEREOF, the parties hereto have set their hands and seal this 22nd day of May, 2014.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: [Signature]
By: SGT. Thomas F. Jousmeyer
By: [Signature]
PI Jonathan Bardsley #4
[Signature]

CITY OF FAIRVIEW PARK, OHIO

By: Mayor Eileen G. Patton
By: _____
By: _____

The legal form and correctness of this document is hereby approved:

[Signature]
Director of Law

APPENDIX A: WAGE SCALE

All bargaining unit employees basic wage rates shall be increased as follows and as more fully described in Schedule A and Schedule B.

Effective January 1, 20142.75% wage increase

Effective January 1, 20151.75% wage increase

Effective January 1, 20161.75% wage increase

SCHEDULE A

Annual	2014 Wages	2015 Wages	2016 Wages
Lieutenant	\$89,544.00	\$91,114.00	\$92,705.60
Sergeant	\$79,227.20	\$80,620.80	\$82,035.20
Police Officer 4	\$70,116.80	\$71,344.00	\$72,592.00
Police Officer 3	\$63,876.80	\$65,000.00	\$66,144.00
Police Officer 2	\$57,657.60	\$58,676.80	\$59,696.00
Police Officer 1	\$51,417.60	\$52,312.00	\$53,227.20
Starting Police Officer	\$45,177.60	\$45,958.00	\$46,779.20
Detective	\$74,630.40	\$75,940.80	\$77,272.00
Biweekly	2014 Wages	2015 Wages	2016 Wages
Lieutenant	\$3,444.00	\$3,504.00	\$3,565.60
Sergeant	\$3,047.20	\$3,100.80	\$3,155.20
Police Officer 4	\$2,696.80	\$2,744.00	\$2,792.00
Police Officer 3	\$2,456.80	\$2,500.00	\$2,544.00
Police Officer 2	\$2,217.60	\$2,256.80	\$2,296.00
Police Officer 1	\$1,977.60	\$2,012.00	\$2,047.20
Starting Police Officer	\$1,737.60	\$1,768.00	\$1,799.20
Detective	\$2,870.40	\$2,920.80	\$2,972.00
Hourly	2014 Wages	2015 Wages	2016 Wages
Lieutenant	\$43.05	\$43.80	\$44.57
Sergeant	\$38.09	\$38.76	\$39.44
Police Officer 4	\$33.71	\$34.30	\$34.90
Police Officer 3	\$30.71	\$31.25	\$31.80
Police Officer 2	\$27.72	\$28.21	\$28.70

Starting Police Officer: Effective Date of Hire

Police Officer 1: Effective after 1 year

Police Officer 2: Effective after 2 years

Police Officer 3 Effective after 3years

Police Officer 4 Effective after 4 years

LETTER OF UNDERSTANDING

January 1, 2003

S. Randall Weltman, Esq.
The Halle Building - Ninth Floor
1228 Euclid Avenue
Cleveland, Ohio 44115

Re: Negotiations between City of Fairview
Park and OPBA (Patrolmen/Sergeants/Lieutenants)

Dear Mr. Weltman:

The parties agree to a random drug-free workplace program as defined by the State of Ohio Bureau of Workers' Compensation on the basis that all employees in the City will be subject to such program.

Sincerely,

CITY OF FAIRVIEW PARK

By: Allen A. Patton

MEMORANDUM OF UNDERSTANDING NO.2

March 3, 2014

S. Randall Weltman, Esq.
O. P. B. A.
10147 Royalton Rd # J
North Royalton OH 44133-4466

Re: Agreement between City of Fairview Park and
OPBA (Patrolmen/Sergeants/Lieutenants)

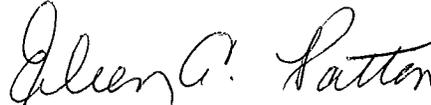
Dear Mr. Weltman:

The parties agree that the Mayor shall appoint a special committee comprised of one representative from the Finance and Law Departments, the Police Chief, and two representatives selected by the Police employees to meet, discuss, and recommend substantial and procedural changes to:

The parties agree that the first meeting of this committee shall occur within sixty (60) days of the execution of this agreement.

1. Call-in Pay
2. Special Capacity Pays
3. Vacancies & Promotions
4. Overtime/Compensatory Time Issues

Sincerely,



Eileen Ann Patton, Mayor