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BOARD OF REVIEW

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AN ORDINANCE PROVIDING FOR THE COUNCIL OF THE  
CITY OF CORTLAND, OHIO, TO APPROVE AND ACCEPT A  
NEW CONTRACT BETWEEN THE CITY OF CORTLAND AND  
THE NORTHERN OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION, CORTLAND POLICE PATROL OFFICERS AND  
DECLARING AN EMERGENCY

WHEREAS, The Northern Ohio Patrolmen's Benevolent Association has requested an agreement between the City of Cortland and the City of Cortland Police Officers; and,

WHEREAS, the representatives of the Northern Ohio Patrolmen's Benevolent Association and the City of Cortland representatives have in good faith negotiated an agreement.

NOW, THEREFORE: be it Ordained by the Council of the City of Cortland, Ohio that the following contract be approved as the sole contract between the parties and to authorize the Mayor to sign same on behalf of the City.

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AN AGREEMENT BETWEEN THE CITY OF CORTLAND  
AND  
THE NORTHERN OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

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ARTICLE 1

PREAMBLE

Section 1: This Agreement is hereby entered into by and between the City of Cortland, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "OPBA".

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

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 other terms and conditions of employment for regular full-time sworn Patrol Officers of the bargaining unit on the City of Cortland Police Department. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees. The Employer shall not request or induce an employee to violate any term of the Agreement, nor shall any employee violate any term of this Agreement.

Section 2: The Employer will furnish the OPBA with a list of all employees in the classification 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.

**Section 3:** If, during the life of this Agreement, the Employer wishes to establish the use of a new rank, the parties shall meet to determine whether or not such rank is to be included in or excluded from the bargaining unit. In the event the parties are unable to reach agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition in accordance with O.R.C. 4117 and any applicable rules thereto.

If the new rank is to be included in the bargaining unit, the parties will attempt to negotiate an appropriate salary. If the OPBA disagrees with the salary proposed for the newly included rank, the issue shall be resolved in accordance with the dispute resolution procedures specified by O.R.C. 4117.

#### ARTICLE 4

##### DUES DEDUCTION

**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 the employees who have voluntarily signed deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Cortland Police Department for whom the Employer is currently deducting dues.

**Section 2:** The initiation fees, dues, or assessments deducted shall be in the amount 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 subsequent pay. Fair Share members have the right of appeal to those portions of Union dues that are not associated with representative activities as outlined in OPBA practices. The fair share fee shall be certified to the City Finance Director by the OPBA.

**Section 4:** A check in the amount of total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty "30" days from the date of making said deductions.

**Section 5:** All members of the bargaining unit after a period of thirty (30) days, as identified in Article 3 of this Agreement, shall either 1) maintain their membership in the OPBA, 2) become members of the OPBA or 3) as a condition of employment, shall in accordance with the Ohio Revised Code, Section 4117.09, employees who are in the bargaining unit but are not members of the OPBA, that such employees shall pay a periodic fair share fee to be determined by the OPBA, but not to exceed dues paid by members of the OPBA in the same bargaining unit; such fair share fee payments to be effective with the date of this Agreement. The Employer agrees to deduct such fair share fees and pay them to the OPBA.

**Section 6:** 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 and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

#### ARTICLE 5

##### MANAGEMENT RIGHTS

**Section 1:** The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, promote, transfer, layoff, discipline and discharge for just cause, promulgate and enforce reasonable work rules, determine methods of work and facilities to be used, to determine the size, duties and qualifications of the work force.

**Section 2:** Pursuant to Section 4117.08(C) of the Ohio Revised Code, and to the extent otherwise limited to or modified by this Agreement, the Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public

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employer, standards of services, its overall budget, utilization of technology, and organizational structures;

- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be continued;
- E. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retrain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the workforce: and
- I. Take action necessary to carry out the mission of the public employer as a governmental unit.

**ARTICLE 6**

**EMPLOYEE RIGHTS**

**Section 1:** An employee has the right to the presence and advice of an OPBA representative and/or private counsel during all internal investigation interviews, whether the employee is the focus of or potential witness to the allegation being investigated. Upon notification of the internal investigation by the Chief of Police or delegate, the employee shall have not more than ten (10) working days to schedule and conduct the interview at a mutually agreed upon date/time. Thereafter, the interview will be scheduled by the Chief. The employee shall be compensated at the regular overtime rate should the interview occur on non-duty time. Extensions may be permitted should exigent circumstances exist.

**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.

**Section 3:** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**Section 4:** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, either party may record such interrogation if he has a recording device available so as not to delay the investigation. Either party may have a transcript of such recording at their own expense.

**Section 5:** An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 6:** With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the employee.

**Section 7:** In the course of an internal affairs investigation, no mechanical device (such as a polygraph or voice stress analyzer) will be administered without the consent of the employee

under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

**Section 8:** All complaints by civilians shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against within a reasonable amount of time.

**Section 9:** An employee may request an opportunity to review his personnel file or any other files kept by the administration and containing employee related correspondence, add memoranda to the file clarifying any documents contained in the file, and may have a representative of the OPBA present when reviewing such files. A request for copies of items included in any file shall be honored. All items in an employee's files with regard to complaints and investigations will be clearly marked with respect to final disposition.

#### ARTICLE 7

#### NO STRIKE/LOCKOUT

**Section 1:** The OPBA agrees to the essential nature of services provided by its members in protection the public's health and safety. In recognition of this fact, the OPBA agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the "OPBA agrees that it shall join the Employer in requiring its members to return to work immediately.

**Section 2:** The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement unless those employees shall have violated Section 1 of this Article.

**Section 3:** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

#### ARTICLE 8

#### APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES

**Section 1:** The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

**Section 2:** The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the business agent of the OPBA by the Union Director at his discretion. Should any work rules conflict with law or with specific provisions of this agreement, such rules shall be invalid to the extent of such conflict.

**Section 3:** It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied as uniformly to all employees under similar circumstances as possible.

**Section 4:** As soon as reasonably possible after execution of this Agreement, the Employer shall furnish to the OPBA a copy or copies of the existing written work rules.

**Section 5:** All new employees, for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures, and directives.

**Section 6:** The OPBA recognizes that it is the exclusive statutory duty of the Employer to establish general rules for the operation of the Department, however, the OPBA may request that the Employer meet to negotiate the effects of any work rules upon the wages, hours, terms, and other conditions of employment of the employees included in the bargaining unit and such request shall be honored.

**ARTICLE 9**

**SENIORITY**

**Section 1:** Employees seniority is the total service as a sworn full-time police officer in the City of Cortland. Bargaining Unit Seniority is the total service a sworn full-time police officer in the city of Cortland as a member of the bargaining unit.

**Section 2:** In all matters wherein the Employer shall give consideration and evaluate two (2) or more employees within a particular classification on a comparative basis, other than those issues discussed in Section 4 of this Article, shall be awarded on the basis of city seniority, should all other factors in the evaluation process be considered equal.

**Section 3:** In matters wherein the Employer shall give consideration and evaluate two (2) or more employees within a particular classification on a comparison basis for the purpose of tour selection and vacation selection, said selection shall be awarded on the basis of bargaining unit seniority, should all other factors in the evaluation process be considered equal.

**Section 4:** The City shall post seniority list in January of each year on the bulletin board in the Cortland Police Station.

**ARTICLE 10**

**PERSONNEL FILES**

**Section 1: Personnel Files** - It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, books, documents and property pertaining to the employee's employment history with the City of Cortland Police Department. No anonymous material of any type shall be included in the employee's personnel file.

**Section 2: Employee's Review** - An employee may request an opportunity to review his personnel file at any reasonable time, normally during business hours. During such review, the employee shall have the opportunity to add memoranda to the file clarifying any documents contained in the file and may 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. A request for copies of items included in the file shall be honored.

**Section 3: Privacy** - Access to personnel records shall be governed by the Ohio Public Record Law, O.R.C. 149.43. The employee will be notified of any civilian review and if possible, the employee shall be given the opportunity to review his file prior to any civilian review.

**Section 4:** After six (6) months, all written warnings shall be removed from the employee's personnel file. Written warnings shall be grievable through step 2 which shall be the final review. After twelve (12) months, all written reprimands shall be removed from the employee's personnel file. Written reprimands shall be grievable through step 3. The removal clause is contingent upon the fact that no additional disciplinary action has been taken for the same offense during said time periods. If action was taken, all active action will remain in said file until such time as the most recent time parameters have been fulfilled. All inactive disciplinary actions and documents will be eliminated after three (3) years pursuant to the Police Department records retention and destruction schedule.

**ARTICLE 11**

**DISCIPLINE**

**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. The employee shall be informed of the right to confer with a representative of the OPBA and/or legal counsel.

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**Section 3:** Prior to any discipline being imposed, the employee shall be given the opportunity to appeal through step 3 of the grievance procedure contained in Article 14 of this Agreement. The employee may then be able to appeal the step 3 decision to arbitration, as set forth in Article 15 of this Agreement, providing the suspension is less than fifteen (15) days or the discipline did not result in termination.

**Section 4:** In the case of emergency relief of duty, an employee may be suspended with pay pending a hearing under step 3 of the grievance procedure. The employee shall then be able to appeal the step 3 decision to arbitration.

**Section 5:** The Employer shall be barred from disciplining any employee, or in any way using an incident for the basis of subsequent discipline, unless the Employer meets all of the following criteria:

- (A) The employer notifies the employee that the employee is under internal investigation within a reasonable time from the date the Employer obtains knowledge of the incident giving rise to the disciplinary action; and
- (B) The Employer serves the employee with disciplinary charges within a reasonable time of obtaining knowledge of the incident giving rise to the disciplinary action; and
- (C) The incident occurred less than six (6) months prior to serving the employee with disciplinary charges.

**ARTICLE 12**

**ASSOCIATION REPRESENTATION**

**Section 1:** For the purpose of effective contract administration, a designated member of the bargaining unit shall be permitted to use a reasonable amount of duty time as necessary to address matters pertaining to this agreement as it affects employees in the bargaining unit.

**Section 2:** Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay, until such time as they may be called away as the job requires under normal circumstances.

**Section 3:** The OPBA Cortland Patrol Bargaining Unit Director or his designee, shall be granted up to sixteen (16) hours per year, with pay, to attend OPBA Directors' meetings. The OPBA agrees to provide the Chief with two (2) weeks notice of said meetings. The Chief's approval shall not be unreasonably denied.

**ARTICLE 13**

**WAIVER IN CASE OF EMERGENCY**

**Section 1:** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Cortland, the Federal or State legislature, such as acts of God and civil disorder, the following condition of this agreement shall automatically be suspended:

- (A) Time limits for management of the Union's replies on grievances; and

All work rules and/or provisions of agreements or practices directly relating to the assignments of all employees.

**Section 2:** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance) had properly progressed.

ARTICLE 14

GRIEVANCE PROCEDURE

**Section 1:** Every employee shall have the right to present his grievance in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by an OPBA representative and/or his own attorney at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**Section 2:** For the purpose of this procedure, the below listed terms are defined as follows:

- (a) Grievance – A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a claim arising as a result of disciplinary action.
- (b) Grievant – The grievant shall be defined as any employee or group of employees within the bargaining unit or the OPBA.
- (c) Party in Interest – A party in interest shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- (d) Days – A day as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this agreement.
- (e) Disciplinary Action – Disciplinary action shall be defined as any reduction in pay or position, removal, suspension, written reprimand, written warning, or any other discipline or correspondence that may be used in step progression. Written reprimands or warnings are not subject to appeal to the arbitration procedure contained in Article 15.
- (f) Hearing Authority – Individual within each step of the grievance procedure that is responsible for rendering a decision.

**Section 3:** The following procedure shall apply to the administration of all grievances filed under this procedure:

- (a) Except at step 1, all grievances 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.
- (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 grievant and his representative, if any.
- (c) If a grievance affects a group of employees working different locations, with the principals, or associated with an employer-wide controversy, it may be submitted at step 3.
- (d) 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 with the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this agreement. In the event the grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- (e) The grievant may choose an OPBA representative and/or his own attorney to represent him at any step of the grievance procedure.
- (f) 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

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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.

- (g) 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 be suspended in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement.
- (h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way any provisions of this Agreement.
- (i) The grievance representative shall be given reasonable consideration for shift assignments, so as to facilitate communication between the grievance representative, the Chief of Police, and other city representatives during regular working hours. The grievance representative shall be released from his normal duties, upon approval of his supervisor, to participate in aforementioned duties without loss of pay or benefits. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time within which a grievant may appeal his grievance or have it heard, the grievance representative shall be allowed reasonable necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisor twenty four (24) hours in advance of such assignments.

**Section 4:** All grievances shall be administered in accordance with the following steps of the grievance procedure. Any step in the grievance procedure through step three may be skipped and taken to the next step upon the mutual agreement of the grievant and the hearing authority.

**Step 1:** An employee who believes he may have a grievance shall notify the Chief of the possible grievance within fourteen (14) days of occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the submission of the grievance, at which time the issue will be discussed with the objective of resolving the matter informally. An OPBA representative and/or attorney will be present at the informal meeting if such representation is requested by the employee. The supervisor will have five (5) days after the informal meeting in which to render a decision.

**Step 2:** If the dispute is not resolved informally at step 1, it shall be reduced to writing by the grievant and presented as a grievance within five (5) days of notification of the supervisor's decision at step 1. The Chief will schedule a hearing with the grievant at a mutually agreeable time, within five (5) days of receipt of the grievance. An OPBA representative and/or attorney will be present at the hearing if such representation is requested by the employee. The Chief shall give his answer in writing within seven (7) days of the hearing.

**Step 3:** If the grievant is not satisfied with the written decision at the conclusion of step 2, a written appeal of the decision may be filed with the Mayor/Safety Director within five (5) days of the date of the rendering of the decision at step 2. Copies of the written decision shall be submitted with the appeal. The Mayor/Safety Director or his designee shall convene a hearing within seven (7) days of receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and/or attorney, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor/Safety Director or his designee shall issue a written decision to the employee within seven (7) days of the date of the hearing. If the grievant is not satisfied with the decision at step 3, he may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 15.

#### ARTICLE 15

#### ARBITRATION PROCEDURE

**Section 1:** In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within ten (10) days after the rendering of a decision in 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 request the American Arbitration Association or the FMCS to submit a panel of arbitrators and will choose one by the alternative strike method.

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**Section 2:** 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 the terms and conditions of the Agreement.

**Section 3:** The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association or FMCS "Federal Mediation Conciliation Service".

**Section 4:** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 5:** An employee requested to appear at the arbitration hearing by either party shall be attended without the necessity of a subpoena and shall be attended without the regular rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

**Section 6:** 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.

**ARTICLE 16**

**NON-DISCRIMINATION**

**Section 1:** The Employer and the OPBA agree not to discriminate against any employee on the basis of race, religion, color, creed, national origin, age, sex, handicap, marital status, political affiliation, or for the purpose of evading the spirit of this agreement.

**Section 2:** The OPBA 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.

**ARTICLE 17**

**GENDER PLURAL**

**Section 1:** Whenever the content so requires, the use of the words herein in the singular shall be construed to include the plural and words in the plural, the singular, and words whether in the masculine, feminine or neutral genders shall be construed to include all 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 18**

**OBLIGATION TO NEGOTIATE**

**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 by 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 that negotiated and signed this agreement.

**ARTICLE 19**

**CONFORMITY TO LAW**

**Section 1:** This agreement shall supersede any present and future local laws, along with any applicable rules and regulations that apply to items covered by this agreement and the invalidity of any provisions of this agreement by reason of any existing or future laws or rules and regulation shall not affect the validity of the surviving portions.

**Section 2:** If by the enactment of any legislation, or a determination by a court or competent jurisdiction (whether in a proceeding between the parties or in one but 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 thereof had not been included herein.

**ARTICLE 20**

**DUTY HOURS**

**Section 1:** The regular work day shall be eight (8) consecutive hours in a twenty-four (24) hour period, which shall include a thirty (30) minute paid lunch period.

**Section 2:** The regular work week shall be forty (40) hours per week, which shall consist of five (5) eight (8) hour work days and a minimum of forty-eight (48) consecutive hours off. An exception may be made during a transition schedule created by a shift schedule change due to shift bid by bargaining unit members in order to insure a forty (40) hour work week.

**Section 3:** The regular work week shall commence with the midnight (2300-0700) shift Thursday and conclude with the afternoon (1500-2300) shift on the succeeding Wednesday. The day shift shall be (0700-1500).

**Section 4:** Every three (3) months, the Employer shall establish a schedule of shifts. On the first day of the month prior to the starting date of the schedule, the Chief or his designee will provide the OPBA director with a copy of the schedule. It shall be the responsibility of the OPBA director to take the schedule to each bargaining unit member in order of bargaining unit seniority for shift selection. The final shift selections shall be returned to the Chief or his designee no later than the 15<sup>th</sup> day of the month prior to the starting date of the schedule. The final schedule and any transitional schedule required shall be posted by the Chief prior to the effective date of the schedule.

**Section 5:** The employee shall suffer no loss of pay for any shift change resulting from shift transition or any shift change initiated by the Employer or reassignment due to operational requirement.

**Section 6:** The Employer shall maintain a minimum staffing level of two (2) paid officers per shift in order to ensure the health and safety of it's officers.

**Section 7:** Officers, at their discretion and without initiation by management, may request a change in work days or hours so long as the request is in agreement with the other affected officer(s) and with no overtime compensation associated with that change. Shift differential shall be paid to those working the affected "premium" shifts. Requests for any modifications shall be made to the Chief of Police or delegate at least forty-eight (48) hours in advance when practicable and shall not be unreasonably denied. All modifications must be made during the same pay period.

**ARTICLE 21**

**OVERTIME PAY AND COURT TIME**

**Section 1:** All employees, for work performed in excess of forty (40) hours in one week or eight (8) hours in a twenty-four (24) hour period, shall be compensated at a Normal Overtime Rate of

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one and one-half (1.5) times the employee's Contract Hourly Rate + Longevity + Educational Pay + Shift Differential for overtime.

Section 1.1: The following procedure will be followed to provide equalization of overtime to all bargaining unit members.

The Chief or his delegate will maintain a roster which will include overtime tallies for all bargaining unit members. Overtime included on the roster will be ALL overtime including but not limited to shift work overtime, training overtime, court overtime, special assignment overtime, special investigation or normal investigation overtime, or any other overtime paid by the City with the exception that holiday pay will not be tallied as overtime unless a member is called in to work or required to stay over the normal scheduled shift of that member. Holiday time paid for off duty members will not be considered overtime.

The roster of overtime will be reset to zero hours for all bargaining unit members on the first pay period in January to coincide with the payroll records maintained by the administration. At said reset, overtime will be offered by seniority until all bargaining unit members have received an offer of overtime after the reset. After all bargaining unit members have been offered overtime by seniority, the offer of overtime will be then offered to the bargaining unit member with the least hours of overtime on the roster for the applicable year first then offered to each member with the next fewest hours.

Overtime will be offered in the full amount needed filled first according to the roster of equalization and procedure of this section. Bargaining unit members will accept the full amount offered or refuse the full amount. Only after being offered in the full amount and refused by all bargaining unit members will the process start over. The shift can then be split and offered again according to the procedures of this section.

When overtime is available to bargaining unit members, the overtime shall be offered by text message and email to the provided numbers and addresses given to the Chief and/or his delegate by the individual members at the numbers and email addresses they wished to provide.

Except when overtime work needs filled in an expedited manner, bargaining unit members will have four (4) hours to respond to the offer. The Chief or his delegate at the end of the four (4) hours will ascertain which accepting member is next on the overtime roster and will notify the responders which member has qualified for the overtime. If the whole overtime slot is refused, the same procedure will be followed but the response time will then be limited to one (1) hour to fill a split of the overtime work.

In the event that sufficient time is not available due to a late request for time off (less than eight (8) hours but more than four (4) hours prior to the overtime work start time), the same text and email procedure and assignment procedure will be followed but the response times for members will be shortened to one (1) hour for the full amount of overtime offered and then thirty (30) minutes for a split shift offer if needed.

In an emergency/last minute call off situation (less than four (4) hours till start of work needed), the Chief or his delegate or the shift OIC will make a good faith effort to follow the procedures of this section but have the mandate to fill the work shift needed and may circumvent some or all of the procedures contained herein in an effort to fill the overtime work.

Bargaining unit members may respond by text, email, phone or in person.

Bargaining unit members accepting overtime cannot be bumped by anyone including part time officers twenty-four (24) hours prior to the accepted overtime work start time. If a bargaining unit member is offered an overtime shift and is the qualifying member for the overtime through one of the expedited procedures above, they cannot be bumped by a part time officer eight (8) hours prior to the overtime work start time.

Bargaining unit members who accept overtime and fail to show for and work the agreed overtime will be charged on the roster for three (3) times the amount of overtime they failed to fill. Said triple charge will be applied on the roster unless the member can provide an acceptable reason for the failure to work that is accepted by majority vote of the remaining bargaining unit members. In the event of a tie vote, the union director will be the deciding vote even though he/she has previously cast a vote on the matter.

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In the event that a new bargaining unit member is hired, said new member will be placed/started on the overtime roster at the highest hours currently on the overtime roster on their date of full time hire.

If no employee accepts the overtime, the employee with the least seniority on the shift preceding the overtime need shall work the first half of the unfilled overtime shift. The least senior officer on the succeeding shift shall be requested to work the second half of the unfilled portion of the shift.

The City reserves the right to mandate overtime in an emergency situation that involves Public Safety. An emergency as it applies to this article must be declared by the Mayor or his/her representative. The City recognizes an employee's right of refusal based on legal competency.

Section 2: An employee in an off-duty status who is ordered to report for work and the hours worked are not concurrent with a scheduled shift shall be paid a minimum of four (4) hours or the actual time worked, whichever is greater, at the Normal Overtime Rate as defined herein. If the reason for the employee's call out is completed in less than four (4) hours, he shall not be required to stay for the full four (4) hours. This section does not apply to overtime that is continuous with the employee's regular schedule.

Section 3: Employees in an off-duty status who must appear in court, meet with any prosecutor, or any official, or appear at any civil proceeding as part of their official duty as law enforcement officers, shall receive a minimum of three (3) hours at the Normal Overtime Rate. Also, employees who make an off-duty arrest or are working a special detail while representing the City of Cortland, will be paid one (1) hour at the Normal Overtime Rate for completing the necessary paperwork and filing of charges.

Section 4: If the employee is not scheduled to work on a holiday, but is called in, he shall receive a rate of three (3) times his Contract Hourly Rate + Longevity + Educational Pay + Shift Differential; or, if an employee is required to work in excess of his regular eight (8) hour shift on a holiday, any time worked thereafter shall be paid at a rate of three (3) times his Contract Hourly Rate + Longevity + Educational Pay + Shift Differential.

Section 5. Mandatory training sessions and periodic departmental meetings shall be scheduled at least seven (7) working days in advance. Employees shall be compensated for a two hour minimum at the Normal Overtime Rate for the sessions, meetings and any job related equipment qualifications.

Section 6. All bargaining unit employees may elect to accrue a maximum of 80 hours of compensatory time off in lieu of overtime pay at the rate of 1.5 hours for each hour of overtime worked. Compensatory time may be taken at a time mutually convenient to the employee and the Chief or delegate. The city shall not unreasonable deny the use of compensatory time. When an employee is promoted or reclassified to a position which is ineligible for compensatory time or employment is terminated, all compensatory time accrued will be paid at the employee's regular rate of pay at the time of payment.

ARTICLE 22

HOLIDAY PAY

Section 1: All full-time employees shall receive the following paid holidays:

- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Independence Day          |
| Martin Luther King Day | Labor Day                 |
| President's Day        | Columbus Day              |
| Good Friday            | Thanksgiving Day          |
| Memorial Day           | Friday after Thanksgiving |
| Employee's Birthday    | Christmas Day             |

Section 2: If an employee works on a paid holiday that is a regularly scheduled work day, said employee shall be paid at the rate of two (2) times his Contract Hourly Rate + Longevity + Educational Pay + Shift Differential for each regular hour worked in addition to receiving the paid holiday.

ARTICLE 23

VACATIONS

**Section 1:** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule at a rate of Contract Rate + Longevity:

<u>Years of Active Service</u>	<u>Vacation</u>
One through five years	2 weeks (80 hours)
After five	3 weeks (120 hours)
After six	16 days (128 hours)
After seven	17 days (136 hours)
After eight	18 days (144 hours)
After nine	19 days (152 hours)
After ten	4 weeks (160 hours)
After 11 years	164 hours
after 12 years	168 hours
after 13 years	172 hours
after 14 years	176 hours
after fifteen	4.5 weeks (180 hours)
after 16 years	184 hours
after 17 years	188 hours
after 18 years	192 hours
after 19 years	196 hours
After twenty	5 weeks (200 hours)
After 21 years	204 hours
after 22 years	208 hours
after 23 years	212 hours
after 24 years	216 hours
after twenty five	5.5 weeks (220 hours)

**Section 2:** Earned vacation, according to the schedule in Section 1 above, shall be awarded on January 1<sup>st</sup> of each calendar year. Upon an employee's termination of service to the City, such employee shall be paid cash for accrued but unused vacation. Should an employee be deceased, such unused vacation moneys shall be paid to the employee's spouse. Should the employee have no spouse, said moneys shall be paid to the beneficiary listed on the employee's city life insurance policy.

**Section 3:** Years of service shall be computed in the same manner as is seniority and shall include credit for active military service, provided that such military time is served after the onset of employment with the City of Cortland.

**Section 4:** Employees may accumulate vacation time in accordance with the provisions of Ohio law.

**Section 5:** Vacation leave should normally be taken during the year following the completion of the required years of service. However, employees may accumulate and carry over up to a maximum of three (3) years of vacation accrual, based upon last in, first out (LIFO) method. Vacation leave in excess of three (3) years of accrual shall not be credited to an employee's vacation leave balance. Employees may cash out vacation time in the year earned, rather than taking the time off work. Requests for vacation cash out must be made to the Finance Director's office by October 31<sup>st</sup> and shall be paid by separate check in February of the following year. Unused vacation accumulated prior to the effective date of this Agreement shall be retained and taken at such time and in such manner as provided in this agreement.

**Section 6:** Vacation time requests for vacation segments of less than one (1) week shall be submitted in writing five (5) days in advance of the requested dates to the Chief of Police. Vacation time requests for vacation segments greater than one (1) week shall be submitted in writing ten (10) days in advance of the requested dates to the Chief of Police. The Chief of Police shall respond to the requests within a reasonable time. All requests not denied within five (5) days shall be deemed approved. No vacation request shall be unreasonably denied.

ARTICLE 24

LEAVES

**Section 1: Sick Leave.** All employees in the bargaining unit shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service. Unused sick leave shall be accumulated without limit. Sick leave shall be charged to an employee on the basis of actual time absent (hour by hour). An employee who sustains a service related injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Worker's Compensation (subject to any requirements of Ohio law). In the event that the rate of sick leave is increased to the benefit of public employees or police officers by the Ohio legislature, employees shall earn sick leave in accordance with the new statutory requirement.

Sick leave earned but not used during any period shall accumulate from year to year and upon separation from the department, said employee or their next of kin shall be entitled to fifty (50) percent or sixty (60) days, whichever is higher, of the accumulated but unused sick leave in pay to be paid at the employee's Contract Rate + Longevity.

Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such time and in such manner as provided in this agreement. Sick leave shall be used based upon the last in, first out (LIFO) method. Employees shall have the option of cashing out the sick leave they earn in the year they earn it. To do so they must:

- 1) Have a sick leave balance of three hundred twenty (320) hours after any sick leave is cashed out;
- 2) Give notice of the intent to cash out unused sick leave by October 31<sup>st</sup> and shall be paid by separate check in January of the following year;
- 3) Employees may only cash in up to sixty (60) hours of sick leave in a given year.

Such leave shall not be unreasonably denied to employees for absence from regularly scheduled hours of employment for the following reasons:

- a) Sickness, illness, or injury of the employee.
- b) Pregnancy of the employee or childbirth of the spouse.
- c) Exposure to contagious disease which could be communicated to other persons.
- d) Sickness, illness, or injury to a member of the immediate family of the employee.
- e) Additional bereavement leave requested.

**Section 2: Injury Leave --** Should an employee be injured while on duty, and be entitled to Worker's Compensation, he shall receive bi-weekly payment of 80 hours at his Contract Hourly Rate + Longevity, holiday pay at Contract Hourly Rate + Longevity and his education pay for a period of one (1) year. For officers scheduled for shifts which entitle them to shift differential pay, the shift differential will be paid for the period covered by the schedule. Once the officer is no longer covered by the schedule which was in place at the time of the injury, no shift differential will be paid. No court time or overtime will be paid, and this section does not affect the employees uniform allowance pay, sick leave bonus, sick leave accrual or vacation accrual. This shall not be deducted from his accumulated sick leave. When Worker's Compensation benefits are approved the employee shall reimburse to the City all benefits received under Worker's Compensation for the period of disability.

Whenever an employee is required to stop working because of a service related injury or disability, he shall be paid for the remaining hours of that workday and such time shall not be charged against leave of any kind. Any lump sum payment received by the bargaining unit employee for a permanent injury or illness remains the property of the employee.

If an employee on injury leave is capable of performing light duties, the City may reasonably request that the employee return from injury leave and perform such light duties.

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Any bargaining unit employee on injury leave shall be entitled to reinstatement upon approval of a certified physician at the Contract Hourly Rate of pay of the position to which the employee is reinstated at the time of such reinstatement.

Bargaining unit employees shall continue to accumulate seniority while on injury leave.

Section 3: Special Leave

- (a) Jury Duty -- any employee serving upon any jury or subpoenaed to be a witness in any court of law will be paid at Contract Rate + Longevity for each workday that he is so serving less whatever amount such member may otherwise receive as compensation for jury or witness duty. Time so served shall be deemed active and continuous service for all purposes.
- (b) Military Leave -- Employees who are members of the Ohio National Guard or any military reserve unit shall be granted military leave with pay when ordered to report to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31) days per year. Military leave pay shall be the difference between the employee's pay at Contract Rate + Longevity and service pay. An employee shall be granted leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last for only the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority, and if the employee requests within thirty-one (31) days of his discharge from military service, the City shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The City may require the employee to establish that his physical and mental condition have not been impaired to render him incompetent to perform the duties of his position.
- (c) Deadly Force -- In the case of the use of deadly force, the involved member shall be placed on administrative leave without loss of pay or benefits pending the results of the pre-disciplinary hearing, which the employee could testify at with their Garrity rights, are received by the employee, or the City determines that no discipline is forthcoming. Furthermore, the department's staff psychologist or certified support group will be notified to provide counseling for the involved member or members. If no staff psychologist or support group is available, one will be assigned for that particular circumstance.
- (d) Bereavement Leave -- Bargaining unit employees shall be entitled to paid bereavement leave as follows:
  - (1) any relationship of significant value to an employee may qualify for bereavement leave up to four (4) days deducted from sick leave with approval of the Chief of Police
  - (2) Bereavement leave due to the death of the Employee's parent(s), mother or father-in-law, spouse, child, brother/sister of employee, grandparent (maternal and paternal) shall be granted four (4) days paid at the employee's Contract Rate + Longevity, not to be deducted from the employee's sick leave accumulation. Upon application for leave the affected employee may be requested to present documentation that justifies the use of this leave.
  - (3) The employee shall be granted two (2) days bereavement leave deducted from sick leave for the death of the employee's aunt or uncle.
  - (4) If the death requires that the employee travel more than 300 miles, the Chief shall, at the request of the employee, allow up to two (2) additional work days as bereavement leave. Any use of bereavement leave deducted from sick leave shall not affect the employee's sick leave bonus determination.
- (e) Leave without pay -- The Employer may grant temporary leave without pay for a period not to exceed one hundred eighty (180) days per calendar year upon request in writing of an employee and for good cause shown. Such requests shall not be unreasonably denied. An employee who is unable to work due to sickness, injury, or illness, who has exhausted all available leave, shall be granted leave without pay for up to one (1) year if requested in writing. Any member granted leave set forth herein without loss of seniority, accrued to the date of leave without pay was taken, if physically and mentally competent to perform his duties.

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(f) Combined Leave -- An employee who has exhausted all available sick leave, but who is otherwise entitled to sick leave, shall be entitled to take vacation time prior to taking leave without pay. An employee who has exhausted all available injury leave shall be entitled to take unused sick leave, compensatory time, and vacation time prior to taking leave without pay.

(g) If an employee incurs a service related occupational illness or injury and requires a treatment at a later time upon recommendation of a certified physician, he is entitled to injury leave.

ARTICLE 25

SICK LEAVE BONUS

Section 1: The following sick leave bonus will be paid to an officer who has:

Taken no sick leave from November through April	\$150.00
Taken no sick leave from May through October	\$150.00

OR

Taken no sick leave from Nov. 1 <sup>st</sup> through Oct. 31 <sup>st</sup>	\$350.00
---	----------

The sick leave bonus periods shall run from November 1<sup>st</sup> to October 31<sup>st</sup>. Payment of the sick leave bonus will be made by separate check no later than November 15<sup>th</sup>. Sick leave taken under Article 24, Bereavement Leave, shall not affect an employee's eligibility for the above benefit.

ARTICLE 26

PERSONAL LEAVE

Section 1: All employees shall, in addition to any other leave benefits, be granted five (5) personal leave days each year, to be deducted from accumulated sick leave.

Section 2: Requests for use of personal leave days shall not be unreasonably denied.

Section 3: Unused personal leave may be carried over and accrued with the maximum accrual amount being fifteen (15) days of personal leave per officer.

ARTICLE 27

HEALTH AND SAFETY/COMMUNICATION

Section 1: Health and Safety- The Employer agrees to furnish and to maintain in safe working conditions all tools, facilities, vehicles, supplies, and equipment necessary to safely carry out the duties of each police officer. Officers are responsible for immediately reporting any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the Employer.

Section 2: There shall be established and maintained for the duration of this Agreement, an OPBA bulletin board on the police station premises. It will be available to authorized OPBA representatives to post notices of a general and business nature for OPBA members who may have an interest. There shall be no posting of matter which is scurrilous or defamatory to any other City employee or City official.

Section 3: Should the Union allege what it, in good faith, perceives as a failure of the Employer to comply with the above provision, such allegation may not be subject to the grievance procedure until an attempt has been made to resolve the issue by the Labor-Management Meeting.

ARTICLE 28

LABOR/MANAGEMENT MEETINGS

Section 1: In the interest of sound labor/management relations and unless mutually agreed upon otherwise, bi-annually on a mutually agreeable day and time, the Chief of Police, supervisor, and

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one City official shall meet with not more than three (3) representatives of the union to discuss pending problems and to promote more harmonious labor/management relations.

**Section 2:** An agenda will be furnished at least five (5) days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of all parties who will be attending. The purpose of such meetings shall be to:

- a) Discuss the administration of this Agreement
- b) Notify the union of changes made by the Chief which affect bargaining unit members
- c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed upon by the parties
- d) Disseminate general information of interest to the parties
- e) Discuss ways to increase productivity and improve efficiency
- f) Consider and discuss health and safety matters relating to employee; and
- g) To consider recommendations for changes from the union in the Standard Operating Procedure, Rules and Regulations.

**Section 3:** It is further agreed that if special labor/management meetings have been requested and mutually agreed upon they shall be convened as soon as possible.

**Section 4:** Employee representatives who are scheduled to work at the time of the meeting shall receive no loss of pay. It is further agreed that an employee on duty may be required to return to work if an emergency arises during the meeting. Employee representatives who are not scheduled to work during the time of the meeting shall not be compensated.

**ARTICLE 29**

**COMPENSATION**

**Section 1:** Effective July 1, 2014, all bargaining unit members shall be compensated at a Contract Hourly Rate, under a step program as follows: Includes a 2% general wage increase.

Starting Step	\$17.39
After 1 year step	\$19.17
After 2 year step	\$20.88
3 <sup>rd</sup> year regular base step	\$22.04

**Section 2:** Effective July 1, 2015, all bargaining unit members shall be compensated at a Contract Hourly Rate, under a step program as follows: (includes a 2% general wage increase)

Starting step	\$17.74
After 1 year step	\$19.55
After 2 year step	\$21.30
3 <sup>rd</sup> year regular base step	\$22.48

**Section 3:** Effective July 1, 2016, all bargaining unit members shall be compensated at a Contract Hourly Rate, under a step program as follows: (includes a 2% general wage increase)

Starting step	\$18.09
After 1 year step	\$19.94
After 2 year step	\$21.73
3 <sup>rd</sup> year regular base step	\$22.93

**Section 4:** Additionally, the parties are in agreement in regard to continuation of the Police and Fire Pension pickup via fringe benefit method.

During the life of the contract, the current law which allows the City to pick-up and pay the employees' portion of pension may change. If so, then on the last pay check issued during the

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duration of this contract, or as soon as practical if the change in the law impacts the contract prior to the expiration of this contract, two things will happen; 1) The City will no longer pay the employees' portion of the pension, the employees will, and 2) The City will increase the hourly wage of the employees by the same percentage as the employee's pick-up.

**Section 5:** Bargaining unit members will be compensated for Officer—In-Charge (OIC) pay when the Sgt. Captain and Chief are not working. OIC pay will be 50% of the difference between the regular (highest) officer base pay and the Sgt. base pay, calculated to an hourly figure (cents per hour) and changed as the base rates change yearly.

**ARTICLE 30**

**SHIFT DIFFERENTIAL**

**Section 1:** Effective July 1, 2004, employees required to work the afternoon and midnight shift will be compensated in addition to their regular pay rate at a rate of two and one-half percent (2 ½%) of the employee's Contract Rate + Longevity + Education Pay for afternoon shift and three percent (3%) of the employee's Contract Rate + Longevity + Education Pay for midnight shift.

**ARTICLE 31**

**LONGEVITY**

**Section 1:** Effective July 1, 2004, all employees shall receive longevity payments after the completion of the required length of continuous full-time service including pro-rated part-time service as a percent of the employee's Contract Rate pursuant to the following schedule:

- After three (3) years .....three percent (3%)
- After seven (7) years .....five percent (5%)
- After fourteen (14) years .....eight percent (8%)
- After twenty (20) years .....ten percent (10%)

**Section 2:** Payment of longevity is based on total years of active service with the city of Cortland Police Department. Entitlement to the appropriate annual longevity will be granted at the first regular pay following the date the employee has completed the required years of active service.

**Section 3:** For the purpose of determining longevity, each employee will receive credit for one (1) year of active service for:

- a) Each year the employee has served as a full-time sworn police officer with the Cortland Police Department; including part-time service pro-rated to the equivalent of full-time service.
- b) Employees shall also receive such additional service credit as is mandated by the State of Ohio law.

**ARTICLE 32**

**EDUCATIONAL PAY**

**Section 1:** The Employer encourages all bargaining unit members to further their education related to law enforcement. The Employer will reimburse members of the bargaining unit up to \$600 for tuition and fees (limited to one (1) class per officer per semester/quarter) for education received at an institution of higher education in the following manner:

100% .....	"A"
80% .....	"B"
50% .....	"C"

1) Request for attendance must be in writing to the Chief of Police no later than thirty (30) days prior to the start of the class.

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- 2) Upon successful completion of the course, the employee shall present to the Employer the employee's tuition statement and the course grade received.
- 3) To be eligible to attend, the employee must be formally accepted by the university and meet its requirements and must have completed two (2) years as a full-time officer with the City of Cortland Police Department.
- 4) Class attendance shall be on the employee's time and the Employer shall not pay for any time spent in class attendance.

**Section 2:** The Employer shall complete the reimbursements to the employee within thirty (30) days of the employee's presentation of documentation.

**Section 3:** Any bargaining unit member who has successfully completed and received an Associate Degree in Law Enforcement (Criminal Justice) or a related field shall receive additional pay in the amount of twenty-five dollars (\$25) per month.

**Section 4:** Any bargaining unit member who has successfully completed and received a Bachelors Degree in Law Enforcement (Criminal Justice) or a related field shall receive additional pay in the amount of forty-five dollars (\$45) per month.

**Section 5:** Any bargaining unit member who has successfully completed and received a Master's Degree in Law Enforcement (Criminal Justice) or a related field shall receive additional pay in the amount of sixty-five dollars (65) per month.

**Section 6:** Any bargaining unit member who has successfully completed 900 hours of police related and documented training shall receive additional pay in the amount of twenty-five (\$25) per month.

**Section 7:** Bargaining unit members will be compensated for only the highest training or educational degree rating acquired.

**ARTICLE 33**

**UNIFORM ALLOWANCE**

**Section 1:** Effective July 1, 2014, all newly hired probationary employees shall receive a prorated share of the uniform allowance of One Thousand Dollars (\$1,000) within thirty (30) days of his appointment. All new officers shall receive a weapon, holster, magazine pouch and duty belt when they are hired.

**Section 2:** Effective July 1, 2014, all non-probationary employees shall receive an annual uniform allowance and off-duty weapon allowance in the amount of One Thousand dollars (\$1,000). This amount shall be paid as follows:

- Year 1: Payment upon the acceptance of this contract;
- Year 2: Payment on the first payday in July 2015
- Year 3: Payment on the first payday in July 2016

**Section 3:** Any change in the uniform or equipment requirements shall be paid for by the Employer unless otherwise agreed to by both the Employer and the Employee.

**Section 4:** The employer agrees to repair or replace the personal items listed below that are lost, stolen or damaged while the officer is performing police related duties. The employer agrees to pay up to the costs assigned the items with yearly maximum amount that the employer will be responsible for will be five hundred dollars (\$500). If, at a later date, an officer is reimbursed by a Court, suspect, victim's compensation program or insurance, the officer shall reimburse such funds to the City.

Glasses, contacts, prescription sunglasses	\$250.00
Non-prescription sunglasses	\$ 50.00
Flashlight	\$125.00
Watch	\$ 50.00

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Dentures/Partials	\$150.00
Uniform Clothing Items	\$200.00
Gloves	\$ 30.00

**Section 5:** The employer agrees to replace the bargaining unit officer's vest or body armor if such vest is worn or used in the line of duty. The vest will be replaced with the same or better quality and threat level. Vest replacement will be based upon manufacturer's recommendation.

**ARTICLE 34**

**MISCELLANEOUS**

**Section 1:** In any instance where the Employer sends an employee for a medical examination conducted by a physician requested by the Employer, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination; including travel expense in the amount of thirty (30) cents per mile traveled if the examination occurs outside of Trumbull County, Ohio.

**Section 2:** The Employer shall provide enough ammunition to fully equip each employee for duty. The employer shall replace the ammunition each year. The employer will make available 100 rounds of ammunition quarterly that the employee may use to practice for qualification. It is understood that if the employee utilizes the ammunition provided, he/she will be doing so entirely on the officer's own initiative and will utilize the agency's firearm range to practice with his or her weapon and weapon tactics.

**Section 3:** Employees shall reside in Trumbull County or any adjacent county.

**Section 4:** All bargaining unit members will be afforded exercise facilities at the Cortland Police Department in order to maintain good physical condition and alertness to perform their duties.

**Section 5:** Any police officer who has worked for the City of Cortland for at least fifteen (15) years shall have the right to purchase their duty weapon and badge for one (\$1) dollar upon retirement.

**Section 6:** Due to the inherent danger associated with being a Police Officer, and usually the first to arrive at often very dangerous situations, all non-probationary employees shall receive 1.5% of the employee's day shift rate of pay (hourly rate + longevity + education pay) on the first full pay in January of each contract year.

**ARTICLE 35**

**LAYOFF AND RECALL**

**Section 1:** When a layoff is necessary due to lack of work or lack of funds, the Employer shall notify the affected employees in writing at least thirty (30) days in advance of the effective date of the layoff. The Employer, upon request from the OPBA, agrees to discuss with representatives of the OPBA the impact of the layoffs on the bargaining unit employees.

**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 lay off for a period of three (3) years.

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

**Section 5:** Before any full-time employee may be laid off, all non-essential, specials, part-time and reserve employees must be laid off before any full-time officer is laid off and before any position is abolished.

ARTICLE 36

TRAINING

**Section 1:** Recognizing the need for employees to receive training on an on-going basis to ensure that up-to-date methods and procedures are used in law enforcement, the Employer shall consider requests from employees to attend such training.

**Section 2:** Requests for training must be approved or denied by the Chief or his delegate no later than four (4) weeks prior to the beginning of the requested class or within one week (five working days) of the request if the request is submitted with less than four (4) weeks before the beginning of the class. Requests for training will not be unreasonably denied. Payment for any approved training shall be made directly to the provider. Any legitimate expense, including travel time, incurred by the employees attending approved training, shall be reimbursed following submission of receipts.

**Section 3:** Members of the bargaining unit shall be given first consideration for the use of the training budget. Each bargaining unit member shall be compensated for training days in accordance with state and federal laws. If an employee is scheduled to be trained on an off day, that day shall be treated as their regularly scheduled work day in place of another work day that shall be mutually agreed upon by the employee and the City within the same pay period.

**Section 4:** Bargaining unit members will be allowed a minimum of sixteen (16) hours of certifiable training per year per officer. All training mandated by Federal, State or City law shall not be included in the calculation of the sixteen (16) hours.

ARTICLE 37

RETENTION OF BENEFITS

**Section 1:** All of the Employer's ordinances, resolutions and practices, etc., shall remain in full force and effect during the life of this agreement; except to the extent that such ordinances, resolution and practices, etc., conflict with the Agreement shall be deemed as superseding such ordinances, resolutions, and practices, etc.

ARTICLE 38

INSURANCE

**Section 1:** The City agrees to make available a group health insurance plan in the form of a Health Savings Account (HSA) policy, including a prescription drug program, vision and dental program, to all full-time bargaining unit employees at the same or comparable benefit levels as in effect on 9/1/2010. The employee may elect single or family (dependent) coverage. Payment of the health insurance premium shall be as follows:

A. Effective September 1, 2014, employee shall pay twelve and one-half percent (12.5%) of the premium amount or monthly cap amount stated herein, whichever is less.

HSA

Single \$45.00  
Family \$95.00

B. Effective September 1, 2015, employee shall pay fifteen percent (15%) of the premium amount or monthly cap amount stated herein, whichever is less.

HSA

Single \$50.00  
Family \$115.00

C. Effective September 1, 2016, employee shall pay fifteen percent (15%) of the premium amount or monthly cap amount stated herein, whichever is less.

HSA

Single \$60.00

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Family \$140.00

1. City will pay the remaining premium for all coverage options.
2. The City will fund the HSA deductibles in the amount of \$2,500 for single coverage and \$5,000 for family coverage in each year of this collective bargaining agreement. The City shall also pay the deductible for those employees on the traditional PPO Plan in the amount of \$250 for single coverage and \$500 for family coverage.
3. The parties agree to continue discussion about formation and function of the Health Care Committee.

**Section 2: Life Insurance** – The City, at its sole cost and expense, shall provide each full-time employee with life insurance coverage in the fact amount shown below:

Employee .....	\$30,000
Spouse .....	\$ 5,000
Each dependent child under 18 .....	\$ 2,000

(Insurance limited to \$100 for dependents age 15 days to 6 months)

**Section 3: Professional Liability Insurance** – The Employer shall provide and maintain in force by payment of necessary premiums, Police Professional Liability Insurance in the amount of one million dollars (\$1,000,000) per incident for the duration of this Agreement. In the event this insurance is cancelled by the carrier, the Employer shall give the employees sixty (60) days notice and replace the insurance with a like or similar policy.

**Section 4: Eye Care** – The Employer will pay for eye examinations, frames, and fifty (50%) percent of the cost of lenses for the employee or any member of the employee’s family.

**Section 5: Dental** – The Employer shall provide and maintain in force by payment of necessary premiums, dental insurance coverage to the same or equal coverage and which provide the same or similar benefits as are in effect at the time of this Agreement. This Agreement does not prevent the Employer from changing carriers.

**Section 6: Opt Out** - In the event the employee chooses to opt out of the City’s health plan, he may do so only on the policy anniversary date. Every employee who chooses to opt out of the City’s health plan shall provide proof of insurance from another source and shall receive Two Hundred Dollars (\$200) per month or Two Thousand Four Hundred Dollars (\$2,400.00) annually, payable in the pay period that includes the policy anniversary date.

**ARTICLE 39**

**DRUG FREE WORKPLACE**

**Section 1:** It is the intent and obligation of the City to provide a drug free work environment. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of this national problem; particularly when the problem concerns our employees. The City Drug Free workplace policy is included as a part of this agreement in Appendix B and will only be modified as required by law or as agreed to by the City and the Police Union.

**Section 2:** When reasonable suspicion is invoked by the Chief or his designee to trigger a drug test, the incident must occur while the police officer is on duty. The Chief and his designee must be properly trained in the detection of such reasonable suspicious behavior before the City can order a test. There has to be a proper chain of evidence for the test results. There must be sufficient evidence held up to one year so that independent verification of results can be requested by the officer or the Union, at the City’s expense. All positive results shall be verified by an independent lab prior to the notification of the City, Union or Officer. Officers shall be entitled to union representation during any portion of the testing process. Any Union official requested shall be paid their regularly hour rate of pay, if working, and shall be paid based upon being called into work, based upon the callout provision of the contract.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. O-56-14

Passed SEPTEMBER 2, 2014, 20  

ARTICLE 40

CONSISTENCY OF AGREEMENTS

**Section 1:** The City agrees to reopen negotiations as to the contract rate of pay set forth in Article 29, COMPENSATION, within 30 days of an agreement with any other City union that includes a contract rate increase in excess of 10 percent over the 3 years of the Northern Ohio Patrolmen's Benevolent Association Contract.

**Section 2: Retroactive** It is hereby mutually agreed between the City and the Union that all terms and provisions of this Agreement, regardless of date of final approval, will be retroactive beginning July 1, 2014. The City agrees to pay all back wages due to the employees covered under this Agreement in the second regular pay following the ratification of this Agreement by Cortland City Council.

ARTICLE 41

DURATION OF AGREEMENT

**Section 1:** This Agreement represents the complete agreement on all matters subject to bargaining between the employer and the OPBA and except as other wise noted herein shall become effective on July 1, 2014 and shall remain in full force and effect until June 30, 2017. If either party desires to make any changes in the Agreement for a period subsequent to June 30, 2017, notice of such desire shall be given prior to April 30, 2017. If such notice is given, this Agreement shall remain in effect until the parties reach Agreement on a new contract.

ARTICLE 42

This Ordinance having the procedural rules suspended shall take effect immediately in order to abide by the rules and regulations of the Ohio State Employment Relations Board and avoid costly litigation and as being in the best interest of the public health and safety and welfare of the residents of the City of Cortland, Ohio.

PASSED IN COUNCIL THIS 2<sup>ND</sup> DAY OF SEPTEMBER, 2014.

ATTEST:

Allyson Horn  
CLERK OF COUNCIL

[Signature]  
PRESIDENT OF COUNCIL

FILED W/ MAYOR 9-3-14  
DATE

[Signature]  
MAYOR

DATE APPROVED 9-3-14

ROLL CALL  
EMERGENCY

Edwards, aye  
Linville, aye  
Petrosky, absent  
Piros, aye  
Rowley, aye  
Tackett, aye  
Woofter, aye

ORDINANCE

Edwards, aye  
Linville, aye  
Petrosky, absent  
Piros, aye  
Rowley, aye  
Tackett, aye  
Woofter, aye

OFFICIAL SEAL

RECORD OF ORDINANCES

Davton Legal Blank, Inc.

Form No. 30043

Ordinance No. O-56-14

Passed SEPTEMBER 2, 2014, 20  

ARTICLE 43

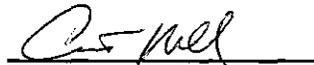
EXECUTION

Section 1: IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 10<sup>TH</sup> day of September, 2014.

FOR THE O.P.B.A.

FOR THE CITY OF CORTLAND

  
O.P.B.A. DIRECTOR

  
MAYOR

  
O.P.B.A. ASST. DIRECTOR

  
PRESIDENT OF COUNCIL

O.P.B.A. NEGOTIATOR

  
CHIEF OF POLICE

  
O.P.B.A. STAFF