



10-07-14
14-MED-04-0640
0541-03
K31629

**AGREEMENT FOR A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

THE CITY OF MAPLE HEIGHTS

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(FULL-TIME CORRECTIONS OFFICERS)

EFFECTIVE: JULY 1, 2014

EXPIRES: JUNE 30, 2017

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Preamble/Purpose	1
Article I Recognition.....	1
Article II Dues Deductions/Fair Share Fee.....	1
Article III Management Rights	2
Article IV Employee Rights.....	3
Article V No Strike	3
Article VI Non-Discrimination.....	4
Article VII Probationary Period.....	4
Article VIII Seniority	4
Article IX Layoff And Recall	5
Article X Discipline	6
Article XI Duty Hours	7
Article XII Call-In, Overtime And Court Time Pay.....	8
Article XIII Holidays 	8
Article XIV Vacations	10
Article XV Sick Leave.....	11
Article XVI Funeral Leave	14
Article XVII Jury Duty Leave	14
Article XVIII Military Training Duty Pay.....	14
Article XIX Longevity.....	15
Article XX Uniform Maintenance Allowance.....	15
Article XXI Insurance.....	15
Article XXII Labor-Management Committee	17
Article XXIII Line Of Duty Injury Leave.....	18
Article XXIV Gender And Plural	20
Article XXV Headings.....	21
Article XXVI Obligation To Negotiate/Mid-Term Bargaining.....	21
Article XXVII Conformity To Law	21
Article XXVIII Duration	22
Article XXIX Wages.....	22
Article XXX Grievance Procedures.....	22
Article XXXI Arbitration Procedure	24
Article XXXII Substance Abuse Policy	25
Article XXXIII Training And Training Officer Pay.....	25
Article XXXV Communicable Diseases	26
Article XXXVI Physical Proficiency.....	26
Article XXXVII Application Of Civil Service Law	26
Article XXXIV Execution	27
Exhibit A Hourly And Annual Rate Schedule.....	28
Memorandum Of Understanding Holiday Benefit Waiver.....	29

PREAMBLE/PURPOSE

Parties. This Collective Bargaining Agreement is hereby entered into by and between the City of Maple Heights ("Employer") and the Ohio Patrolmen's Benevolent Association ("Union").

Purpose. This Agreement is made for the purposes of: (1) continuing and promoting cooperation and harmonious relations between the Employer and the Union, including members of the collective bargaining unit; (2) establishing equitable and peaceful procedures for the resolution of differences between the parties; (3) guaranteeing the timely and effective delivery of safety service protection to the residents of Maple Heights; and (4) providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement. In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems, which affect the employees' well being.

ARTICLE I RECOGNITION

- 1.01 The Employer hereby recognizes the Union as the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all full-time Corrections Officers excluding all seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit.
- 1.02 Whenever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.
- 1.03 The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement, indicating their starting date of employment, within thirty (30) days of the execution of this Agreement.

ARTICLE II DUES DEDUCTIONS/FAIR SHARE FEE

- 2.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The Union shall be responsible for separately collecting on its own all initiation fees and assessments levied by it. No new authorization forms will be required from any employees in the Police Department from whom the Employer is currently deducting dues.
- 2.02 The dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.
- 2.03 The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next

resignation, work stoppage or any other unlawful interference with the normal operations of the Employer.

- 5.02 Moreover, the Union shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this article. In the event of a violation of this article, the Union shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall order all employees to return to work immediately.
- 5.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action.

ARTICLE VI NON-DISCRIMINATION

- 6.01 The Employer and the Union agree not to discriminate in the administration of this Agreement against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, genetic history, military status, or handicap.
- 6.02 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 non-members.

ARTICLE VII PROBATIONARY PERIOD

- 7.01 All newly hired employees will be required to serve a probationary period of twelve (12) months. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action will not be subject to appeal through any grievance or appeal procedure contained herein or to any Civil Service Commission.
- 7.02 All newly promoted employees will be required to serve a promotional probationary period of twelve (12) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion will not be subject to appeal through any grievance or appeal procedure contained herein or to any Civil Service Commission. Employees who are being promoted from part-time status to full-time status in the same job classification and who have successfully completed the probationary period, will also be required to serve a promotional probationary period.
- 7.03 If an employee is discharged or quits while on probation, and is later rehired, he/she will be considered a new employee and will be subject to the provisions of paragraph 7.01, above.

ARTICLE VIII SENIORITY

- 8.01 Seniority shall be determined by full-time, continuous service, within the job

3. If the offense is of a major violation, the complaint will be forwarded directly to the Chief's office. The Chief will either investigate the complaint or he may designate another person not connected with the complaint to investigate and forward a report to him. The Chief will review the findings and either proceed with charges or determine that the complaint is unfounded.
4. If the complaint is sustained and charges are recommended, the employee will be notified in writing, of the charges and the complaint, with facts supporting the charges that have been brought against him.
5. Within five (5) days of notification the employee may either admit to charges or deny charges. If the employee denies charges, a hearing date, before the Chief, will be set where employee may have a representative of OPBA present. All facts or charges are to be presented at this time.
6. The Chief will rule on evidence given during the hearing as to the guilt or innocence of the employee and will give a written response to the employee within ten (10) days of hearing.
7. If the employee is not satisfied with the Chief's decision, then he or she may, within ten (10) days of the Chief's written decision file a letter of appeal to the Mayor/Safety Director, submitting all relevant information in support of his or her position.
8. The Mayor/Safety Director or his designee shall hold a hearing to review the evidence and shall give a written decision within ten (10) days of said hearing.
9. If the employee is not satisfied with the decision of the Mayor/Safety Director, then within ten (10) days of that written decision the Union may file a request to submit the matter to arbitration in accordance with the applicable time limits for doing so with the written decision hereunder being treated as a Step 5 response.

ARTICLE XI DUTY HOURS

11.01 The normal work week for full-time employees shall be forty (40) hours, in five (5) eight (8) hour days, during the period starting 12.01 a.m. Sunday to 12:00 midnight Saturday, except where different hours are necessary to meet operational requirements. However, the preceding sentence shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. The Chief or his designee shall have the authority to set the schedule. During the normal work week, two consecutive days off will be provided, except where emergency operational needs and conditions require a different schedule, as determined by the Chief and/or the Jail Administrator.

11.02 To the extent possible, the monthly shift schedule shall be made out and posted at least ten (10) days in advance. No changes shall be made to the schedule except for unforeseen emergencies.

ARTICLE XII **CALL-IN, OVERTIME AND COURT TIME PAY**

- 12.01 For work performed in excess of forty (40) hours per week or eight (8) hours per day and approved by the Jail Administrator, all employees shall be compensated, at the employee's election, at (a) the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the rate of one and one-half (1 1/2) times the number hours to be taken in the future as approved by the Jail Administrator.
- 12.02 Whenever approved by the Chief, Corrections Officers who are off duty and who are called into work shall be compensated for a minimum of four (4) hours at the one and one-half (1 1/2) time rate, subject to election of the method in which compensation is to be received as set forth in paragraph 13.01, above. Employees who are conducting union business (for example: negotiations, grievance handling, etc.) shall not be compensated for the time spent in such endeavors.
- 12.03 Whenever approved by the Jail Administrator, employees who are off duty and who appear in court on behalf of the Employer shall be compensated for a minimum of four (4) hours at the one and one-half (1 1/2) time rate, subject to the election of the method in which compensation is to be received as set forth in paragraph 13.01, above.
- 12.04 The Jail Administrator shall maintain a monthly list of overtime (both worked and refused) for all Corrections Officers. Upon prior request, union representatives shall have the right to review the list periodically to assure fair and impartial distribution of overtime.
- 12.05 Except under emergency conditions, and provided that all part-time Corrections Officers have already worked forty (40) hours during that calendar week, overtime shall be offered to full-time Corrections Officers before being offered to part-time Corrections Officers.
- 12.06 Compensatory time may be used in increments of one (1) hour or more, subject to prior approval of the Jail Administrator or his designee.

ARTICLE XIII **HOLIDAYS**

1
13.01 All employees shall receive annually the following paid holidays:

- | | |
|------------------------|-----------------------------|
| New Year's Day | General Election Day |
| Martin Luther King Day | Veteran's Day (November 11) |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |

Independence Day
Labor Day
June Paid Holiday

Floating Holiday
Employee's Birthday

The pay due for a holiday will be equivalent to a working day's pay.

- 13.02 Each full-time Corrections Officer shall be entitled to use one (1) holiday during the period December 15 through January 5, but may use additional holidays subject to approval of the Jail Administrator and staffing requirements.
- 13.03 Employees must work six (6) calendar months during the year to earn the June paid holiday and an additional six (6) calendar months of the year to earn the floating holiday. Employees who do not work the entire twelve (12) months of the calendar year will not be entitled to receive both holidays for that calendar year.
- 13.04 Full-time Corrections Officers may be paid for up to three (3) unused holidays at the end of each calendar year. Corrections Officers who wish to be paid for holidays pursuant to this article will be required to complete a "Holiday Buy-Back" form, sign, date and return said form to the Department of Human Resources no later than the last Monday in November of each year. Payments for said holidays are to be made in December of each year.
- 13.05 Corrections Officers who work on the following holidays shall receive pay at a rate of one and one-half times their hourly rate of pay:

New Year's Eve
New Year's Day
Independence Day

Thanksgiving Day
Christmas Eve
Christmas Day

- 13.06. Waiver of Holiday Benefits/Reinstatement. Notwithstanding the terms of this article, for the duration of this Agreement (including the negotiations period for a successor agreement), all holiday benefits provided for under this article shall be suspended. Additionally, the premium rate of pay for work performed on a holiday shall only be paid for work performed on Thanksgiving Day and Christmas Day. Other premium pay benefits contained in Section 5 shall also be suspended for the duration of this agreement until reestablished through negotiations.

Notwithstanding this, should such the restoration of holiday benefits be approved by the fiscal emergency commission or state auditor's office, payments or benefits that have been temporarily suspended may be made in whole or in part during the term of the Agreement. Additionally, the City agrees that should it voluntarily reach agreement with another non-OPBA bargaining unit without receiving a reduction in holiday benefits as provided for in this section or an equivalent value reduction in another contract area, then this temporary waiver will be invalidated to the extent that this bargaining unit agreed to a greater concession that was voluntarily agreed upon for another bargaining unit.

ARTICLE XIV VACATIONS

14.01 Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

For those employees hired prior to June 1, 2014

<u>Months/Years of Employment</u>	<u>Days/Weeks of Vacation</u>
a) one full year but less than six full years of service by January 1	Two (2) weeks
b) Six full years but less than twelve full years of service by January 1	Three (3) weeks
c) Twelve full years but less than eighteen full years of service by January 1	Four (4) weeks
d) Eighteen full years but less than twenty-five full years of service by January 1	Five (5) weeks
e) Twenty-five full years and over of service by January 1	Six (6) weeks

For those employees hired after June 1, 2014

<u>Months/Years of Employment</u>	<u>Days/Weeks of Vacation</u>
a) One full year but less than six full years of service by January 1	One (1) weeks
b) Six full years but less than twelve full years of service by January 1	Two (2) weeks
c) Twelve full years but less than eighteen full years of service by January 1	Three (3) weeks
d) Eighteen full years but less than twenty-five full years of service by January 1	Four (4) weeks
e) Twenty-five full years and over of service by January 1	Five (5) weeks

Employees eligible for vacation as specified above, shall be eligible for one-half (1/2) the vacation allowance during the anniversary of their 6th, 12th, 18th and 25th years of service, respectively.

- 14.02 Vacation time is earned based upon time worked in the current year. It is eligible to be taken on or after January 1st of the succeeding year. It shall be taken at a time approved by the Jail Administrator. There is no accumulation of vacation time from year to year. Failure of an employee to use his vacation time within the calendar year constitutes forfeiture by the employee of his right to use that vacation time. An employee who has completed twenty-five (25) years of continuous, full-time service with the Employer shall have the option to submit a written request to the Police Chief, subject to approval and the availability of funds, to be paid in cash for any accrued vacation time which exceeds four (4) calendar weeks during any calendar year.
- 14.03 Any employee who quits, is terminated or retires and has unused vacation time shall receive such vacation time provided he gives prior written notice of at least ten (10) working days to the Jail Administrator.
- 14.04 Any newly hired employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer not more than three (3) years credit to his accumulated vacation time with the Employer. For an employee to do so, he must provide the Personnel Department with written certification from his prior employer concerning the exact periods of such employment.

ARTICLE XV SICK LEAVE

- 15.01 Sick leave shall be defined as an absence necessitated by personal illness or injury, including pregnancy, to the employee.
- 15.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service per pay period. For purposes of this section, completed service shall only include hours actually worked, vacations, holidays and other authorized leave with pay. There shall be no limit to the number of sick leave hours an employee may accumulate. Sick leave conversion shall be limited to a maximum of two thousand, one hundred and sixty (2,160) hours, subject to the eligibility requirements and conversion rates specified in Articles 15.11 and 15.12, below.
- 15.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours in advance of their assigned shift.
- 15.04 Sick leave may be used at the rate of one (1) sick leave hour for each hour of regularly scheduled work from which an employee is absent, up to the maximum number of accrued sick leave hours remaining to that employee's credit. Sick leave may not be transferred from one employee to another.

- 15.05 Before an absence may be charged against accumulated sick leave, the Employer may require proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid for by the Employer. In any event, the employee absent for three (3) consecutive workdays must supply a physician's report to be eligible for paid sick leave, unless waived by the Chief.
- 15.06 If an employee fails to submit adequate proof of illness or injury upon request, or in the event that upon such proof as is submitted or upon the report of a medical examination, the Employer finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.
- 15.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for progressive discipline, including discharge, as may be determined by the Chief. In addition, if, in the Chief's opinion, an employee is suspected of abusing his sick leave benefits, the Chief shall have the right to request a doctor's slip for each day of absence before approving sick leave pay.
- 15.08 The Chief 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 for by the Employer, to establish that the employee is physically able to perform their normal duties or that their return to duty will not jeopardize the health and safety of other employees and/or inmates.
- 15.09 An employee who transfers from this department to another department of the Employer shall be allowed to transfer their accumulated sick leave to the new department.
- 15.10 A newly hired employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his/her termination from such other public employer shall be allowed to transfer said accumulation not to exceed thirty (30) days to his/her sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement. In order to do so, he/she must submit a certification of such time by his/her previous employer to the Human Resources Director or designee.
- 15.11 Except as indicated in 15.12 below, at the time of death, resignation or retirement from active service with the Employer, employees having a minimum of five years of continuous service with the Employer may elect to be paid in cash for one-third of the value of their accrued but unused sick leave credit; employees having twenty-five (25) years and over of continuous service for pension purposes may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit. Such payment shall be made only once to an employee.

15.12 At the time of death, resignation or retirement from active service with the Employer, employees hired on or after January 1, 1995, may elect to be paid in cash for their accrued but unused sick leave credit as follows:

- | | | |
|----|----------------------------------------------------------------------------|-----|
| a) | After ten years of full-time continuous service with the Employer | 25% |
| b) | After fifteen years of full-time continuous service with the Employer | 30% |
| c) | After twenty years of full-time continuous service with the Employer | 33% |
| d) | After twenty-five years of full-time continuous service with the Employer. | 40% |

15.13 Sick leave with pay may be granted upon the recommendation of the Chief for the following reasons: (1) sickness of the employee himself; (2) injury to the employee himself; (3) emergency medical, dental or optical treatment of the employee; and (4) serious sickness or emergency medical treatment of a member of the employee's immediate family living in the employee's household. The maximum sick leave which may be granted under this paragraph for family illness may be no more than five (5) working days for employees who have been with the Employer more than twelve (12) months. The Chief shall require a certificate of the attending physician before authorizing payment of any employee under this provision. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. In special cases when the Chief deems that more than five (5) workdays are necessary, he shall submit such recommendation in writing to the Mayor for his approval prior to granting such sick leave.

15.14 Fitness for Duty Examinations. The Employer may require an employee who has been absent due to personal illness or injury, prior to, and as a condition of, his/her return to duty, to be examined by a physician of the Employer's choice and paid for by the Employer, to establish that he/she is able to perform his/her normal duties and that the return to duty will not jeopardize the health and safety of other employees. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

ARTICLE XVI FUNERAL LEAVE

16.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of up to four (4) work days for each death in his or her immediate family. Immediate family, for purposes of this section, is defined as spouse, son, daughter, brother, sister, parent or grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother and half-sister. In addition, an employee shall be entitled to one (1) work day off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral services of family members not included in the preceding sentence. For the purposes of this section, the term family members shall mean blood relatives of the employee plus the employee's brother-in-law and sister-in-law.

ARTICLE XVII JURY DUTY LEAVE

17.01 Any employee who is called for jury duty, either federal, county or municipal, shall be paid his/her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, provided said employee actually performs such jury duty on his regularly assigned work day.

ARTICLE XVIII MILITARY TRAINING DUTY PAY

18.01 While on leave of absence from their respective duties with the Employer because of field training or active duty in the military service, employees who are members of the Ohio National Guard, Ohio State Guard, Ohio State Naval Militia or members of other reserve components of the Armed Forces of the United States shall be entitled to Military Training Duty Pay.

18.02 Military Training Duty Pay shall consist of the difference between the employee's pay and his/her military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence period is less than their City pay would have been for such period. In determining an employee's military pay, allowance for travel, food and housing shall not be considered, but any other compensation or allowance of whatever nature, including longevity pay, shall be considered.

18.03 An employee wishing to claim Military Training Duty Pay shall submit a copy of his/her military order to active duty for training in addition to a statement of his military pay received for each such period, prior to receiving Military Training Duty Pay from the City. Military Training Duty Pay shall be paid for a maximum of thirty-one (31) calendar days, annually.

ARTICLE XIX LONGEVITY

19.01 Bargaining unit members hired after June 1, 2014, shall not receive longevity benefits. The Employer shall pay full-time bargaining unit employees hired prior to June 1, 2014, in accordance with the following longevity schedule for their years of full-time continuous service to the Employer:

After 5 years	\$ 70.00 per month
After 10 years	\$ 100.00 per month
After 15 years	\$ 115.00 per month
After 20 years	\$ 120.00 per month
After 25 years	\$ 140.00 per month

ARTICLE XX UNIFORM MAINTENANCE ALLOWANCE

20.01 Effective July 1, 2008, full-time Corrections Officers shall receive an annual uniform maintenance allowance as follows:

<u>2008</u>	<u>2009</u>	<u>2010</u>
\$900.00	\$900.00	\$950.00

Such allowance shall be paid in the month of March of each year. Employees who do not work the full calendar year shall receive a pro-rated uniform maintenance allowance for that year.

20.02 Newly hired employees who leave before completing one full year of service shall be required to refund all uniform maintenance funds paid to them by the City. These funds will be recovered from the employee’s final paycheck.

20.03. Waiver of Uniform Allowance Payments. Notwithstanding the terms of this article, for the duration of this Agreement (including the negotiations period for a successor agreement), all uniform allowance payments provided for under this article shall be suspended.

ARTICLE XXI INSURANCE

21.01 The Employer agrees to provide full-time bargaining unit employees the same medical insurance health plan as provided to other non-bargaining employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization.

It is the employee's responsibility to notify the Human Resources Department of any additions or deletions to be made to his contract coverage within thirty (30) days of such occurrence.

21.02 Contributions. The election of single or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee. Effective January 1, 2014, the employee shall contribute \$75 per month for single coverage and \$150 per month for family coverage. In subsequent years, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

Effective 1/1/2015	Employer Contribution	Monthly 1/1/2015	Employee Contribution	Total Base Contribution
Single	\$338.51	Single	\$100.00	\$438.51
Family	\$845.94	Family	\$200.00	\$1,045.94

Any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Finance Director.

21.03 Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units having members receiving coverage from the City, one (1) non-bargaining unit employee, and either three (3) or four (4) representatives of the Employer whichever is necessary to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 4 of this article to the participating employees; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan or a reduction in plan cost.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by forty (40) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

- 21.04 Spousal Coverage. Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.
- 21.05 Coverage Coordination. A bargaining unit member who is married to another City employee is only entitled to coverage under a single family policy from the Employer. For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the City plan irrespective of parental birth date.
- 21.06 Immunizations and vaccinations shall be provided to all employees who request them, at the Employer's expense, provided that said employee first signs an agreement releasing the Employer from any liability whatsoever for illness, injury or damages resulting from said immunizations and/or vaccinations.
- 21.07 After one (1) year of continuous full-time service with the Employer, an employee shall be covered by a twenty thousand dollar (\$20,000) term life insurance policy at the Employer's expense.

ARTICLE XXII LABOR-MANAGEMENT COMMITTEE

- 22.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter and on a mutually agreeable day and time, the Mayor and/or Police Chief shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual Labor/Management interest.
- 22.02 The party requesting such meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meetings. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. discuss the Administration of this Agreement;
- B. notify the Union of departmental policy and procedure changes made by the Police Chief which affect the bargaining unit, including modifications to existing departmental rules and regulations;
- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improvement of efficiency; and
- F. consider and discuss health and safety matters relating to employees' working conditions.

22.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE XXIII LINE OF DUTY INJURY LEAVE

23.01 Line of duty injury leave is intended to recognize the unusual exposure to dangerous situations experienced by Corrections Officers. If a Corrections Officer suffers a serious injury as a result of a duty-related accident, he/she shall be placed on Line of Duty Injury Leave.

23.02 For the purposes of this article, the term "injury" shall include physical injury and/or disease, gunshot wounds, stabbing and other acts of violence by a third party which cause personal physical damage resulting in extended hospitalization and/or recuperative periods. Injuries resulting from vehicular accidents shall be eligible for coverage under this article provided that the employee is not guilty of negligence. Serious communicable diseases contracted by employees are also eligible for consideration as an injury, provided that the employee can prove that such disease was contracted as a direct result of the performance of his/her duties as defined in this section and article.

23.03 When a Corrections Officer is injured while in the performance of authorized duties, the employee, the immediate supervisor and the Chief of Police (or his/her designee) shall immediately file the required reports with the Human Resources Department.

23.04 The attending physician shall forward a written report to the Employer. This initial report must include the following information:

- A. Nature and degree of disability.
- B. Physician name and medical facility.

- C. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis or to regular, unrestricted duty.
 - D. If the employee is permitted to return to work on an alternative duty basis, the physician must define the employee's capabilities, specify any work-related restrictions, and the anticipated time the employee will be on alternative duty.
 - E. Anticipated date of return to work without restriction.
- 23.05 If the injury results in time lost from work, the employee will be placed on Line-of-Duty Injury Leave beginning with the date of injury and continuing for a maximum of one hundred eighty (180) calendar days. The employee shall be paid his/her regular salary during the period of injury leave. Such Line of Duty Injury Leave shall not reduce the employee's accumulated sick leave credit.
- 23.06 The City of Maple Heights is committed to a strong return-to-work program. Therefore every effort to develop alternative duty for all injured employees will be made within any physician-imposed work restrictions.
- 23.07 Employees are required to accept alternative duty assignments when alternative work is available and the attending physician releases the employee to perform the work.
- 23.08 The City shall have the right at any time during this process to request a medical evaluation or verification of the employee's illness or injury from his/her attending physician. In addition, the City shall have the right, at City expense, to require the employee to be seen by a physician of its own choosing for medical verification and/or a functional capacity (Fitness for Duty) examination.
- 23.09 Failure to comply with any of these procedural requirements may result in the termination of Line-of-Duty Injury Leave benefits.
- 23.10 The Employer recognizes the possibility that, due to the extent of an employee's line-of-duty injury or illness, a correct diagnosis of the extent of injury or illness may not be made immediately, in that event, the employee will be placed on sick leave for up to one hundred eighty (180) calendar days, provided that such correct diagnosis is made within twelve (12) calendar months from the date of original line-of-duty injury or illness.
- 23.11 After the initial report is filed by the attending physician requiring the employee to remain on Line of Duty Injury Leave for more than one hundred eighty (180) days, the injured employee is responsible for filing status reports relating to the injury to the Chief of Police and the Director of Human Resources every forty-five (45) business days (defined as Monday - Friday, 8:30 a.m. to 5:00 p.m.) after the injury for the duration of lost time. These reports must include the following information:

- A. Nature and degree of disability.
 - B. Physician name and medical facility.
 - C. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, and/or when the employee will be able to return to full-time work.
 - D. If the employee is permitted to return to work on an alternative duty basis, the physician must clearly define the employee's capabilities, specify any work-related restrictions, and an estimate of the date/time the employee will be working on an alternative duty basis.
 - E. Anticipated date of return to work without restriction.
- 23.12 In cases of injury/illness where the employee is physically unable to comply with the above requirements, the Human Resources Department will work with the employee and the Chief of Police (or his/her designee) to obtain the required paperwork or information.
- 23.13 At the time that a work-related illness or injury becomes permanent and it is certain the employee will be unable to return to work, the Human Resources Department will assist the employee or employee's designate with medical disability retirement arrangements.
- 23.14 Should an employee disagree with any decisions made by the City concerning Line-of-Duty Injury Leave, the employee has the right to make a written appeal to a Line-of-Injury Review Board (Review Board) consisting of the Mayor (or his designee), the Chief of Police, one (1) member of the Civil Service Commission and two (2) representatives of the Union.
- 23.15 The Review Board will set a date and time to hear the employee's appeal. The Review Board will issue a written decision within five (5) working days of the date of the Appeal Hearing. Based upon the decision of the Board, required adjustments will be made for that employee.

ARTICLE XXIV GENDER AND PLURAL

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

ARTICLE XXV HEADINGS

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

ARTICLE XXVI OBLIGATION TO NEGOTIATE/MID-TERM BARGAINING

26.01 The Employer and the Union 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.

26.02 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 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, except as specifically provided for in Section 26.04, for the term of this contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

26.03 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 the Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

26.04 Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and provided that such action is not already provided for by the Agreement, then the Employer, prior to making such change or taking action, shall inform the Union of said proposed change or action prior to the date of implementation and meet to discuss the matter with the Union. The Employer may unilaterally implement such changes after discussions have taken place.

ARTICLE XXVII CONFORMITY TO LAW

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

27.02 In the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in the proceeding between the parties or in one not between the

parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XXIII DURATION

28.01 This Agreement shall become effective upon execution and shall continue in full force and effect along with any amendments made and annexed hereto, until midnight, June 30, 2017.

ARTICLE XXIX WAGES

29.01 Pension Contributions. The Employer shall pay fifty percent (50%) of the employee's pension contribution obligation. The Employer shall institute and maintain a "salary reduction pension pickup" plan for the remaining fifty percent (50%) of the employee's pension contribution obligation.

29.02 Wage Rates. Regular wage rates shall remain unchanged for the duration of this Agreement.

The regular hourly and annual rate schedule for all employees, by job classification, is set forth in Exhibit "A," attached hereto.

29.03 Newly hired full-time Corrections Officers shall begin at the Class 3 wage rate. Advancement to higher classifications shall be made in twelve (12) month increments. No currently employed Corrections Officer shall be reduced in classification as a result of this section.

ARTICLE XXX GRIEVANCE PROCEDURES

30.01 These procedures are intended to provide a system for the fair, expeditious and orderly adjustment of grievances of employees of the Department. Procedures are to be liberally construed to avoid dismissal of a grievance on technical grounds and a reasonable effort shall be made to resolve a grievance as quickly as possible, considering the grievance and authority of the management representative.

30.02 A grievance is a dispute regarding the interpretation or application of a signed labor agreement.

30.03 Representation, Class: A grievance may be brought by one or more aggrieved employees who may be represented by a person(s) of their choice. A grievance that affects all employees or all employees of one rank or grade, or concerns interpretation and/or application of the terms of a valid labor agreement, may also be brought by the Union, and shall be initially submitted to the Chief of Police.

30.04 Time Limitations:

- A. To be considered valid, a grievance shall be initiated within thirty (30) calendar days of the employee's knowledge of cause. All further action, by employee or Employer, shall occur within the next ten (10) working days of those involved, unless otherwise stated. Failure of management to act within the time limits shall be cause for the employee to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance void. Time limits, except for originating a grievance, may be mutually waived, in writing, by the employee and management representative.
- B. A grievance may be referred to the superior next highest in the chain of command, should an immediate superior be predictably absent from duty for at least ten (10) consecutive days, unless the time limits are waived.
 - 1. Management representative shall include persons in acting capacities.
 - 2. Intermediate supervision shall include an employee's shift or unit Supervisor.
 - 3. Superior Officers shall act on grievances, which are within their realm of responsibility, making timely response.
- C. A copy of a written grievance, and response, which resolves same at Step Two (2) or Step Three (3) shall be forwarded to the Chief of Police.
- D. At Step Three (3) and forward, management may interview any, and all, parties to the grievance.

30.05 Content of Written Grievance and Response:

Written grievances shall contain:

- A. Nature of the grievance.
- B. Facts upon which the grievance was filed.
- C. Remedy desired.
- D. Signature of employee.
- E. Date grievance submitted.

30.06 Written response to a grievance shall contain:

- A. A decision.
- B. Facts upon which the decision was made.
- C. Appropriate remedial action taken or recommended, if any.
- D. Signature of person rendering decision.
- E. Date of response.

30.07 A written, unresolved grievance, forwarded beyond Step Two, may contain additional relevant information.

30.08 Procedural Steps:

STEP ONE: An aggrieved employee shall discuss the matter with his immediate superior who shall make an oral, official response.

STEP TWO: If the grievance is not resolved at Step One, the employee shall submit a written grievance to his immediate superior. The immediate superior shall give a written response to the employee within ten (10) working days.

STEP THREE: If the grievance is unresolved at Step Two, all relevant information, including the written grievance, and response, shall be submitted to the next highest ranking superior within the employee's chain of command. A written response shall be given to the employee within ten (10) working days.

STEP FOUR: If the grievance is unresolved at Step Three, all relevant information, including the written grievance, with response, shall be submitted to the Chief of Police. Prior to making a determination, the Chief shall hold a meeting with all involved parties relating to the Grievance. The Chief shall give a written response to the employee within ten (10) working days.

STEP FIVE: If the grievance is not resolved at Step Four, the employee may within ten (10) working days of the Chief's response, appeal the grievance to the Mayor, submitting all relevant information. Prior to making a determination, the Mayor or his designee shall hold a meeting with all involved parties relating to the grievance. The Mayor shall give a written response to the employee within ten (10) days of said meeting.

30.09 If the employee is not satisfied with the disposition in Step Five, he or she may proceed to arbitration pursuant to Article XXXI of this Agreement.

30.10 Employees involved in a grievance, and their representatives, shall be permitted to attend meetings and hearings during regularly scheduled work hours without loss of pay, unless circumstances arise necessitating return to work. For purposes of this section, there shall be a maximum of three employees or representatives permitted to attend such meetings during regularly scheduled work hours without loss of pay.

ARTICLE XXXI ARBITRATION PROCEDURE

31.01 Arbitration. If the grievance is not satisfactorily settled in Step 5, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor

within thirty (30) calendar days of the date of the answer at Step 5, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 5 reply.

- 31.02 Selection of the Arbitrator (FMCS). Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.
- 31.03 The arbitrator's authority shall be limited to interpretation of the specific terms of this Agreement, and they shall have no authority to alter or modify in any way whatsoever the terms of this Agreement.
- 31.04 Any such arbitration hearings shall be conducted in accordance with the rules promulgated by the Federal Mediation and Conciliation Service (FMCS).
- 31.05 The parties shall be equally responsible for fees charged by the arbitrator(s).
- 31.06 Provided that management is advised in advance, in order to address scheduling needs, a maximum of three (3) representatives or employees shall be paid his normal wages while attending meetings or hearings during scheduled work hours.
- 31.07 The decision of the arbitrator may, at the discretion of the Employer, employee, or OPBA be appealed through the civil court system.

ARTICLE XXXII SUBSTANCE ABUSE POLICY

- 32.01 The Employer and the Union recognize the importance of a Substance Abuse Policy and hereby agree that such a policy, when completed, shall be included as an addendum to this Collective Bargaining Agreement. The Employer and the Union further agree to meet as soon as possible to discuss said Substance Abuse Policy.

ARTICLE XXXIII TRAINING AND TRAINING OFFICER PAY

- 33.01 Corrections Officers who are designated to serve as Training Officer shall receive an additional two dollars (\$2.00) per hour while performing in said capacity.
- 33.02 The Employer shall establish a training program wherein each bargaining unit member shall be entitled to twenty-four (24) hours of training courses per year.

ARTICLE XXXIV COMMUNICABLE DISEASES

- 34.01 The Employer shall establish policies and procedures as necessary regarding employee contact with individuals who have or may have communicable diseases. The purpose of this policy is to maintain the most efficient and safest methods regarding handling of individuals who may have or have such diseases and the precautions that may be practiced for self-protection.
- 34.02 Employees shall be issued equipment and supplies necessary to reasonably protect them from contracting such diseases in the work environment. In the event a member contracts a physical/mental ailment or a terminal disease as a result of a work related incident(s), the Employer shall cooperate with the employee seeking to utilize the PERS system or alternative work for disability purpose, provided the employee used all equipment, supplies and/or training afforded by the Employer in the prescribed manner.

ARTICLE XXXV PHYSICAL PROFICIENCY

- 35.01 The Employer and the Union agree that a physical proficiency program will be beneficial to both parties. Upon ratification of this Agreement by the bargaining unit and approval by City Council, the parties agree to meet to develop the components of a physical proficiency program. The parties further agree that Corrections Officers who successfully pass the physical proficiency program requirements each year shall receive three hundred dollars (\$350.00) for doing so.
- 35.02 Waiver of Proficiency Payments. Notwithstanding the terms of this article, for the duration of this Agreement (including the negotiations period for a successor agreement), all proficiency payments provided for under this article shall be suspended.

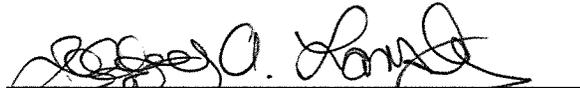
ARTICLE XXXVI APPLICATION OF CIVIL SERVICE LAW

- 36.01 The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Maple Heights nor Rules and Regulations of the Civil Service Commission of the City of Maple Heights, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.
- 36.02 Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.
- 36.03 Exclusive Remedy. Employees covered by this agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this agreement as their sole and exclusive remedy.

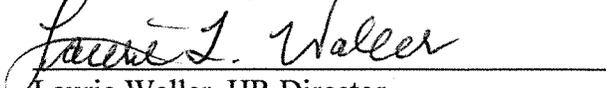
ARTICLE XXXVII EXECUTION

37.01 IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed this 7th day of October 2014.

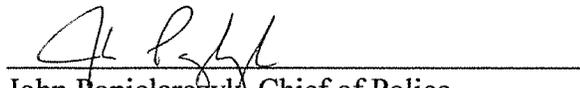
For the City of Maple Heights



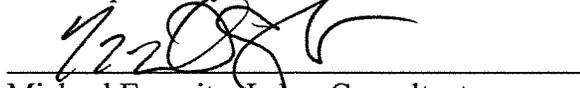
Jeffrey A. Lansky, Mayor



Laurie Waller, HR Director



John Popielarczyk, Chief of Police

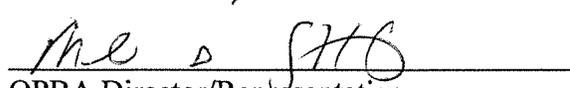


Michael Esposito, Labor Consultant
Clemans Nelson and Assoc.

For the OPBA



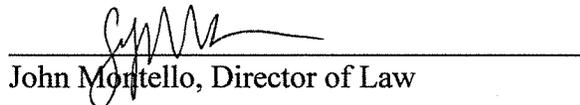
Michael Hostler, OPBA Attorney



OPBA Director/Representative

OPBA Director/Representative

Approved as to Form



John Montello, Director of Law

EXHIBIT A
HOURLY AND ANNUAL RATE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
CORRECTIONS OFFICER, CLASS 1	\$19.7506	\$41,081.37
CORRECTIONS OFFICER, CLASS 2	\$17.8706	\$37,170.85
CORRECTIONS OFFICER, CLASS 3	\$16.0067	\$33,293.96
SERGEANT	\$20.8434	\$43,354.25
ADMINISTRATIVE SERGEANT	\$24.0579	\$50,040.46

MEMORANDUM OF UNDERSTANDING
HOLIDAY BENEFIT WAIVER

The City of Maple Heights and the OPBA hereby agree that to the extent that members of the full-time corrections division have agreed to forgo/waive holiday benefits for the duration of the Agreement, such action is done with the intent of assisting the City in generating savings and keeping its jail facility operation functioning. Should the City close down its jail operation completely prior to December 31, 2014, bargaining unit members will receive payment for those holidays (i.e., the holiday pay/time) that they otherwise have agreed to waive which have not already occurred during the year and which have not already been taken/utilized. For the year 2014, the waiver of benefits shall be satisfied with the forfeiture of fifty-two (52) hours of paid time which shall come from the waiver of banked holiday hours. If the employee does not have sufficient holiday hours, he will satisfy the 2014 amount by designating paid vacation hours or banked compensatory time for waiver.