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AGREEMENT

FOR A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MAPLE HEIGHTS

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(PART-TIME CORRECTIONS OFFICERS)

EFFECTIVE: JULY 1, 2014

EXPIRES: JUNE 30, 2017

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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 employee's 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 part-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 AND AGENCY SHOP

- 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 or subsequent pay.

- 2.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be transferred to the treasurer of the Union within thirty (30) days from the date of making such deductions.
- 2.05 All members of the bargaining unit, as identified in Article I of this Agreement, shall either: (1) maintain their membership in the Union; (2) become members of the Union; or (3) pay a service fee to the Union in an amount not to exceed the regular monthly Union dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article II of this Agreement. The Union warrants to the Employer that it contains a fair share fee notice, rebate, and challenge procedure that complies with federal and state law. Disputes over the amount of fair share fees will be resolved under the Union's internal rebate reduction procedure and shall not be eligible for resolution through the grievance procedure.
- 2.06 The Union agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE III MANAGEMENT RIGHTS

- 3.01 Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Police Department and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:
1. Hire, discipline, discharge for just cause, layoff and promote;
 2. Promulgate and enforce employment rules and regulations;
 3. Reorganize, discontinue or enlarge any operation or division within the Police Department;
 4. Transfer employees within or to other operations/divisions within the Police Department;
 5. Determine work methods and the number and location of facilities;
 6. Determine the manner in which all work is to be performed;
 7. Determine the size and duties of the work force, the number of shifts required and work schedules;
 8. Establish, modify, consolidate or abolish jobs; and

9. Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.
- 3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE IV **EMPLOYEE RIGHTS**

- 4.01 An employee has the right to the presence and advice of a Union representative at all disciplinary interrogations and at such other times as provided by law.
- 4.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Miranda rights before any questioning starts. Prior to being questioned, an employee who is being investigated shall be informed of the nature of the investigation.
- 4.03 An employee may request an opportunity to review his personnel file maintained by the Employer and may have a representative of the Union present when reviewing his file. An Employer representative shall be present during any such reviews. A written request by the employee for copies of items included in the file shall be honored, at the employee's expense. For purposes of this section, it is recognized and agreed that official employee personnel files are maintained in both the Police Chief's Office and the Human Resources Department.
- 4.04 Records of disciplinary actions that are more than five (5) years old shall, upon request of the employee, be removed from his/her personnel file.
- 4.05 Members of the Negotiating Committee shall be allowed reasonable time off, without loss of pay, to participate in collective bargaining meetings with the Employer. If these meetings are held during a member's regular working hours, such participation will be allowed only if the staffing needs of the Police Department are met in the opinion of the Employer.
- 4.06 The designated Department representative to the Ohio Patrolmen's Benevolent Association shall be permitted to attend all meetings of said Association, without loss of pay. Such participation will be allowed only if the staffing needs of the Police Department are met in the opinion of the Employer.

ARTICLE V **NO STRIKE**

- 5.01 Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or

assist in any way in any strike, slow down, walkout, concerted "sick leave" or mass 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 part-time, continuous service, within the job classification, in the Corrections Division of the Police Department. Continuous service shall be broken by retirement, resignation or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence without pay or other no-pay status.
- 8.02 In the event that more than one person has the same date of hire to the position of part-time Corrections Officer, then the seniority among those persons shall be determined by their length of continuous part-time prior service, if any, with the City. In the event that none of those persons has prior continuous part-time service with the City, then their relative seniority shall be determined by a flip of the coin.
- 8.03 A part-time Corrections Officer who is promoted to full-time shall be permitted to transfer his or her continuous part-time seniority credit, up to a maximum of one full year, to the full-time seniority roster. For the purposes of this section, the term "one full year" shall mean two thousand and eighty hours (2,080). For example, a part-time Corrections Officer who is promoted to the full-time Corrections Officer position, and who has worked an aggregate total of one thousand and forty hours (1,040) since being employed in the part-time position with the City shall be credited with six (6) months of seniority on the full-time Corrections Officer seniority roster.
- 8.04 Seniority credits awarded pursuant to Article 8.03, above, shall also be used in the calculation of longevity payments, vacation credits and accumulated sick leave credits. Newly promoted Corrections Officers receiving such credits shall become eligible to use paid vacation beginning January 1st of the year following their date of promotion; sick leave credits may be used, as necessary and in compliance with applicable City attendance policies, beginning with the date of the employee's promotion to full-time status.
- 8.05 A part-time Corrections Officer who is promoted to full-time Corrections Officer, and who has unused personal days remaining to his/her credit, shall have such personal days converted on an hour for hour basis to compensatory time.

ARTICLE IX LAYOFF AND RECALL

- 9.01 It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Maple Heights Civil Service Commission governing work force reductions.
- 9.02 Whenever the Employer determines that a reduction in force (i.e., layoff, job abolishment) is necessary, members of the bargaining unit will be laid off or subject to reduction within the affected classification in accordance with their departmental seniority (e.g., last hired, first laid off). The Employer shall determine in which

classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by departmental seniority within the affected classification. The employee with the least amount of departmental seniority within the affected classification shall be laid off first or subject to abolishment. For layoff purposes only and not job abolishment, within the affected classification, the Employer agrees to first layoff all temporary, seasonal, and part-time employees prior to initiating a layoff of regular full-time employees. For job abolishment, the Employer is not required to first layoff, within the affected classification, all temporary, seasonal, and part-time employees prior to abolishing a specific position within that classification. However, in all instances (both layoff and abolishment), bumping rights shall be afforded per Section 3.

- 9.03 Bumping Rights. An employee who is subject to layoff or abolishment from a higher classification shall be permitted to exercise his departmental seniority, if possible, to displace the bargaining unit member with the least amount of departmental seniority within any lower classification within the same classification series. In an abolishment situation, the employee displaced as a result of bumping shall have the ability to displace into a part-time position.
- 9.04 Recall Rights/Recall Procedure. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years. A recall from layoff will be based upon departmental seniority (e.g., last laid off, first recalled) within the affected classification.
- 9.05 Notice/Notice Contents. A member subject to reduction will be provided a fourteen (14) calendar day notice of such action. In the event of a layoff, the employee to be laid off shall receive a layoff notice which contains the following information: (a) the reason for the layoff or displacement; (b) the date the layoff or displacement becomes effective; (c) the employee's seniority date in the job classification, and (d) a statement advising the employee of his/her right to recall and re-employment.

ARTICLE X DISCIPLINE

- 10.01 Any complaint filed against a non-probationary employee shall be handled within the following guidelines:
1. The initial complaint will be written and forwarded to the Chief's office. Department stationery will be used if by supervisory personnel and citizen complaint form if from a source outside the Department.
 2. Complaint will be handled at shift level, if a minor violation, with results being forwarded to the Chief's office. Both the supervisor and officer will sign results showing that meeting was held. If the employee disagrees with decision, he may file an appeal to the Chief's office.
 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 CALL-IN, OVERTIME AND COURT TIME PAY

- 11.01 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 times the number hours to be taken in the future as approved by the Jail Administrator.
- 11.02 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 11.01, above. Employees who are conducting union business (for example: negotiations, grievance handling, etc.) shall not be compensated for the time spent in such endeavors.
- 11.03 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 11.01, above.

11.04 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.

11.05 Compensatory time may be used in increments of one (1) hour or more, subject to prior approval of the Jail Administrator or his designee. Compensatory time shall be permitted to be used for sick time purposes.

ARTICLE XII HOLIDAYS

12.01 Employees who work on the following holidays shall receive pay at a rate at one and one-half times their regularly hourly rate of pay.

New Year's Eve	New Year's Day
Independence Day	Thanksgiving Day
Christmas Eve	Christmas Day

12.02 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), 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 1 shall 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 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 XIII UNIFORM MAINTENANCE ALLOWANCE

13.01 Effective July 1, 2008, part-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.

- 13.02 Newly hired probationary employees shall receive a pro-rated uniform allowance within thirty (30) calendar days of their successful completion of the training period. However, if the employee is hired within the last calendar quarter of the year, then he or she shall not be entitled to a uniform maintenance allowance for that calendar year. 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.
- 13.03 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.
- 13.04 Damaged/Worn Uniforms. The Employer agrees that, should a uniform allowance item become worn or damaged, the Employer will reimburse the employee for the cost of replacement of the worn or damaged item upon the employee's presentation of a receipt verifying the uniform purchase.

ARTICLE XIV LABOR-MANAGEMENT COMMITTEE

- 14.01 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.
- 14.02 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. to consider and discuss health and safety matters relating to employees' working conditions.

14.03 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 XV **LINE OF DUTY INJURY LEAVE**

15.01 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.

15.02 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.

15.03 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.

15.04 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.

15.05 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.

- 15.06 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.
- 15.07 Employees are required to accept alternative duty assignments when alternative work is available and the attending physician releases the employee to perform the work.
- 15.08 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.
- 15.09 Failure to comply with any of these procedural requirements may result in the termination of Line-of-Duty Injury Leave benefits.
- 15.10 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.
- 15.11 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.

- 15.12 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.
- 15.13 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.
- 15.14 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.
- 15.15 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 XVI PERSONAL DAYS

- 16.01 Part-time Corrections Officers will earn and be entitled to paid personal days off in accordance with the following schedule:

<u>Hours Worked</u>	<u>Personal Days</u>
200 – 399	1
400 – 599	2
600 – 799	3
800 – 999	4
1000 – 1199	5
1200 – 1399	6
1400 – 1599	7
1600 – 1799	8
>=1800	9

Effective January 1, 2006, Corrections Officers with four (4) or more years of uninterrupted service and who work 1800 hours or more per year shall receive fifteen (15) personal days per year. The Employer may require these additional days be taken in at least one, one (1) week increment and scheduled in advance, based on the operational needs of the Employer.

- 16.02 Personal Days are earned based upon time worked in the current year. They are eligible to be taken on or after January 1 of the succeeding year. They shall be taken at a time approved by the Jail Administrator. There is no accumulation of personal days from year to year. Failure of an employee to use allotted personal days within the calendar year constitutes a forfeiture of those personal days by that employee. (See also Article 8 regarding conversion of personal days upon promotion to full-time Corrections Officer.)

16.03 Any employee who quits, is terminated, or retires and has unused personal days shall be paid for those personal days, provided he gives the Chief at least ten (10) working days written notice of his intent to sever his employment with the City.

ARTICLE XVII GENDER AND PLURAL

17.01 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 neutral 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 XVIII HEADINGS

18.01 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 affect any interpretation of any such article.

**ARTICLE XIX OBLIGATION TO NEGOTIATE
MID-TERM BARGAINING**

19.01 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.

19.02 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 19.04, 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.

19.03 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.

19.04 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 XX CONFORMITY TO LAW

20.01 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.

20.02 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 XXI DURATION

21.01 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 XXII WAGES

22.01 Newly hired part-time Corrections Officers shall start at the training rate. Training rate shall be defined as 75% of the Class 3 rate. They shall remain at the training rate for a total of six months. Upon completion of the six month period, they shall advance to the Class 3 rate. Thereafter, annual Class rate advances will be determined by date of hire anniversary.

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

22.03 Wage Rates. Regular wage rates shall remain unchanged for the duration of this Agreement. The regular hourly and annual rate schedules for all employees, by job classification, is set forth in Exhibit "A," attached hereto.

ARTICLE XXIII GRIEVANCE PROCEDURES

23.01 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.

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

23.03 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.

23.04 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.

23.05 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.

23.06 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.

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

23.08 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.

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

23.10 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-XXIV ARBITRATION PROCEDURE

- 24.01 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.
- 24.02 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.
- 24.03 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.
- 24.04 Any such arbitration hearings shall be conducted in accordance with the rules promulgated by the Federal Mediation and Conciliation Service (FMCS).
- 24.05 The parties shall be equally responsible for fees charged by the Arbitrator(s).
- 24.06 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.
- 24.07 The decision of the Arbitrator may, at the discretion of the Employer, employee, or OPBA, be appealed through the civil court system.

ARTICLE XXV SUBSTANCE ABUSE POLICY

- 25.01 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 XXVI TRAINING AND TRAINING OFFICER PAY

- 26.01 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
- 26.02 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 XXVII TIME OFF WITHOUT PAY

- 27.01 Part-time Corrections Officers shall be excluded from being scheduled to report to work for two (2) weeks per year, without pay, consistent with the following: once the full-time Corrections Officers have made their priority vacation and holiday selections, part-time Corrections Officers shall be provided the opportunity to select up to two (2) weeks from the available time, to be excluded from the schedule. Available time shall be consistent with current departmental policy. Part-time Corrections Officers shall select their time off without pay in order of departmental seniority. Time off without pay shall be taken in a one or two week increment.

ARTICLE XXVIII PHYSICAL PROFICIENCY

- 28.01 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. Part-time, non-probationary Corrections Officers shall be eligible to participate in the physical proficiency program. The parties further agree that Corrections Officers who successfully pass the physical proficiency program requirements each year shall receive three hundred fifty dollars (\$350.00) for doing so.
- 28.02. 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.

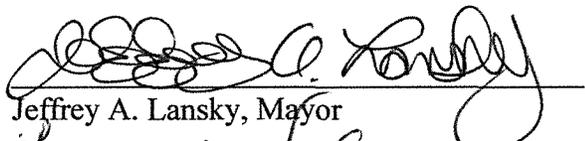
ARTICLE XXIX APPLICATION OF CIVIL SERVICE LAW

- 29.01. The parties agree that no section of the civil service laws contained in the Ohio Revised Code 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.
- 29.02. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.
- 29.03. 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 XXX EXECUTION

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

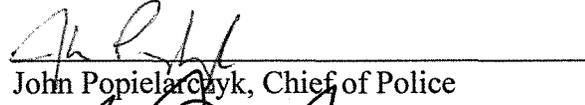
For the City of Maple Heights



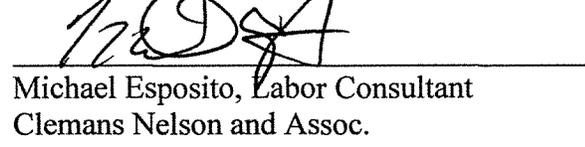
Jeffrey A. Lansky, Mayor



Laurie Waller, HR Director

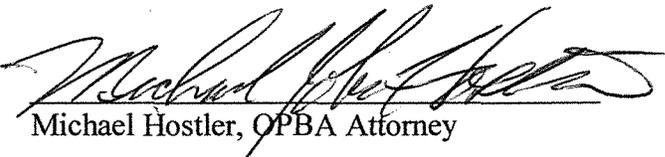


John Popielarczyk, Chief of Police

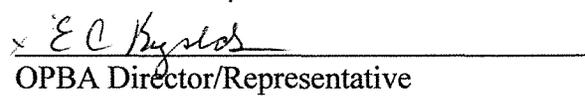


Michael Esposito, Labor Consultant
Clemans Nelson and Assoc.

For the OPBA



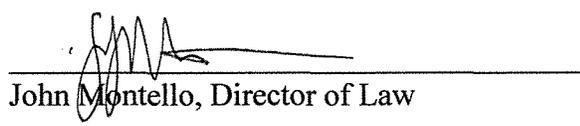
Michael Hostler, OPBA Attorney



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