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STATE EMPLOYMENT
RELATIONS BOARD
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AGREEMENT

BETWEEN

CITY OF CLEVELAND HEIGHTS

AND

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

DISPATCHERS UNIT

COMMENCING: MAY 21, 2014
THROUGH: MARCH 31, 2016

STATE EMPLOYMENT
RELATIONS BOARD
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PREAMBLE

This Agreement is hereby entered into by and between the City of Cleveland Heights, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC."

PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships between the employer and employees and to ensure orderly and uninterrupted efficient operations, the Employer and the FOP/OLC each desire to enter into an agreement reached through collective bargaining.

ARTICLE I RECOGNITION

The Employer agrees to recognize the FOP/OLC as the sole and exclusive representative of employees in the following bargaining unit certified by SERB in Case No. 2012-REP-12-0145, for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment. The bargaining unit shall consist of all full-time Dispatchers employed by the City of Cleveland Heights in the Police Department, but excluding all other employees.

ARTICLE II DUES DEDUCTION

During the term of this Agreement, the Employer shall deduct assessments and regular monthly dues levied by the FOP/OLC from the wages of those employees who have voluntarily signed a dues deduction authorization form. No new authorization form will be required for any employee for whom the Employer is currently deducting dues.

The FOP/OLC shall establish the amounts of assessment or monthly dues and shall certify to the Employer the amounts due and owing from the employee involved. The Employer shall make the deduction from the first pay in each month and issue a check in the amount of the dues withheld within thirty (30) days to the treasurer of the FOP/OLC.

ARTICLE III AGENCY SHOP

All members of the bargaining unit, as defined in Article I of this Agreement, who have been employed by the City for sixty (60) days or more, shall either (1) maintain their membership in the FOP/OLC, (2) become members of the FOP/OLC, or (3) pay a service fee to the FOP/OLC in an amount equivalent to the annual dues for membership in the FOP/OLC, as a condition of employment, all in accordance with Ohio Revised Code, Section 4117.09.

In the event that a service fee is 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, entitled Dues Deduction.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely and exclusively, all rights, powers, and authority, including the right to determine and fulfill the mission of the Police Department, to determine staffing policy, and in all other respects plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. It is further recognized that the City has the right to:

- A. Determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City and of the Police Department, standards of service, overall budget, utilization of technology and organizational structure;
- B. Establish, modify and enforce reasonable personnel policies and work rules, and regulations and standards for employee performance;
- C. Determine the size, composition, structure, and adequacy of the workforce;
- D. Establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;
- E. Hire, evaluate, transfer, schedule, supervise, direct, and promote employees;
- F. Allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;
- G. Reorganize, restructure, discontinue or enlarge the City's police dispatch operations;
- H. Reorganize, restructure or consolidate the City's dispatch operations with the City's Fire Department dispatch operations and/or with the dispatch operations of any other city or municipality, on a multi-city, regional or other basis; however the City agrees should any type of reorganization, restructuring or consolidation occur the Union and its members shall have not less than sixty (60) days' notice.
- I. Determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- J. Determine and introduce new and/or improved equipment, methods, and facilities;
- K. Determine the financial Policies of the City and of the Police Department, including the exclusive right to allocate and expend all funds of the City;
- L. Determine and schedule overtime as required in the manner most advantageous to the requirement of efficient Police Department operations;

- M. Train or retrain employees as appropriate, and to establish the education and training requirements for the Police Department;
- N. Manage and determine the location, type and number of physical facilities, equipment, programs, and determine the work to be performed;
- O. Determine the Police Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- P. Implement the same drug and alcohol testing policies as are applicable to the City's non-represented and represented employees;
- Q. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, or retain employees.

Section 2. Notwithstanding §4117.08 of the Ohio Revised Code, the City is not required to bargain with the FOP/OLC with respect to its exercise of any of the rights set forth in this Article or under Ohio Revised Code §4117.08(C), although the City will bargain with FOP/OLC over the effects on employee wages, hours, terms and conditions of employment of any such decisions, and the continuation, modification, or deletion of an existing provision of this Agreement. The City will otherwise comply with Ohio Revised Code Chapter 4117.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Employees in the bargaining unit covered by this Agreement shall have the right to:

- A. Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in, except as otherwise provided in Chapter 4117 of the Revised Code, any employee organization of their own choosing.
- B. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid protection.
- C. Representation by the Union.
- D. Bargain collectively with their public employers to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements.

Present grievances and have them adjusted, with or without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

Section 2. An employee has the right to the presence of an FOP/OLC representative and/or attorney at all disciplinary hearings and/or disciplinary interrogations, if requested by the employee. Such rights shall not be exercised for the purpose of unreasonable delay. An "interrogation" means that the Chief or his designee has conducted a preliminary fact-finding investigation and has determined that reasonable grounds may exist for disciplinary action against an employee.

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

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 5. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. If the City tape records an investigatory interview that results in the issuance of discipline, it shall provide a copy of the tape to the FOP/OLC, after the Union initiates a grievance related to the discipline.

ARTICLE VI HOURS OF WORK

Section 1. The normal workweek for employees shall be 40 hours per week. Nothing contained in this Article shall prohibit the scheduling of additional hours in excess of 40 hours per week as may be determined by the Employer.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement shall be forty (40) hours per week, inclusive of a one-half (½) hour lunch period. The work period shall commence with the "Day Shift" Sunday and conclude with the "Midnight Shift" the following Saturday.

Section 3. When an employee is required by the City to work in excess of forty (40) hours in a seven (7) day work period, or in excess of eight (8) hours per day, he/she shall be entitled to overtime compensation at one and one-half (1½) times the employee's regular hourly rate of pay, for the hours worked in excess of 40 hours or eight (8) hours, respectively.

Section 4. For purposes of the computation of overtime, paid sick leave, as provided in this Agreement, shall not be counted as hours worked. When an employee is required to work overtime in a work period where she has taken paid sick leave, the employee shall not be eligible for the overtime rate until she has actually worked forty (40) hours in a seven (7) day work period.

Section 5. Compensatory Time. Each bargaining unit employee shall have the option of banking overtime as compensatory time, at the rate of 1.5 hours for each overtime hour worked. Each bargaining unit employee may accumulate and maintain a compensatory time bank of up to a maximum of 48 hours. Compensatory time off must be used in full shift increments (eight or 12 hours) and must be approved by the Chief or his designee.

Section 6. Court Time. For a required off-duty court appearance during morning or afternoon court sessions, all employees will be paid two (2) hours at the overtime rate or paid for the actual hours worked, whichever is greater.

Section 7. Call-In Pay. Any employee called into work during her off-duty hours, other than for disciplinary reasons, will receive two (2) hours pay at the overtime rate or pay for actual time worked, whichever is greater.

ARTICLE VII VACATION

Dispatch bargaining unit members of the police department shall accrue vacation leave and leave in lieu of holidays according to the following schedule:

| <u>Length of Consecutive Service</u> | <u>Accrual Per Pay Period</u> |
|---------------------------------------|-------------------------------|
| Up to and including the sixth year | 6.46 hours |
| 7 years up to and including 12 years | 8.00 hours |
| 13 years up to and including 18 years | 9.54 hours |
| 19 years or more | 11.08 hours |

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the Chief of the department in line with the needs of the Police Department. For smoothness in scheduling in the Police Department, vacation leave may be taken before actually accrued upon approval of the Chief of the Department. When an employee terminates his employment with the City, the Director of Public Safety shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period can be carried forward into the next calendar year without written consent of the City Manager. Employees shall be paid for vacation leave and leave in lieu of holidays accrued but unused at the termination of their employment, provided, however, that no employee shall be entitled to any vacation or reimbursement for unused vacation until such employee has worked six (6) months or more.

Employees hired after ratification shall be given credit for full-time service with another political sub-division of the State in accordance with the City's Ordinances.

**ARTICLE VIII
SICK LEAVE**

All employees shall accumulate sick leave at a rate of 4.6 hours for every eighty (80) hours worked. Sick leave accumulation will not be capped.

Employees who have been in the employ of the City for two (2) consecutive full years, but less than five (5) consecutive full years, may be eligible for payment of accrued unused sick leave, upon termination of employment for other than disciplinary reasons.

The City will pay unused sick leave according to the following formula: Unused sick leave multiplied by the appropriate conversion ratio. The following schedule shall be used in determining the proper conversion ratio: Two (2) consecutive full years, but less than Five (5) consecutive full years.

| <u>Accrued Sick Leave</u> | <u>Conversion Ratio</u> |
|---------------------------|-------------------------|
| 0 - 320 hours | 1/4 |
| 321 - 640 hours | 1/3 |
| 641 - 960 hours | 1/2 |

For employees who have been in the employ of the City for over five (5) consecutive full years he/she shall be paid out at the time of separation a maximum payout of one-half (1/2) or 50% of sick time accumulated with a maximum of 1,500 hours for payout purposes. Therefore, the maximum payout that could be achieved is 750 hours. The above sick leave payment shall be paid after a member retires, or paid to his/her estate upon death.

For purposes of this subsection, the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided
by 2,080 hours.

Sick leave granted under this Section shall be administered pursuant to rules adopted by the City Manager.

**ARTICLE IX
HEALTH INSURANCE**

Section 1. During the term of this Agreement, the City will provide health insurance for all employees. Employees covered by this Agreement shall be covered under the same group insurance plans that the City makes available to the City's represented and non-represented employees, including benefit levels, coinsurance, deductibles and/or out-of-pocket maximums. Any changes or modifications in any of those benefit plans for any plan year will be considered part of this Agreement, including changing the providers of these group insurance plans and any changes in benefit levels, deductibles, coinsurance, out-of-pocket maximums and/or employee premium contributions. The City will notify the Union in advance of making any such changes in the providers or to the benefit plans, but will not change benefits during a plan year. The City

will provide a copy of the schedule of benefits to employees and the FOP/OLC. Effective December 31, 2014, the option to participate in the Kaiser plan shall be eliminated. The group policy of hospital and medical/surgical insurance shall include:

- A. A \$25 co-payment per office visit.
- B. Effective the first day of month following ratification, prescription drug co-pays shall be \$15 for generic prescription drugs and \$30 for brand name prescription drugs. Kaiser Plan: \$10 co-payment for generic prescription drugs and \$20 for brand. The City will maintain prescription drug coverage for the term of the Agreement.
- C. A dental rider which includes:
 - 1. Preventative services paid at 100% of eligible costs.
 - 2. Basic and major services paid at 80%-20% co-insurance upon satisfaction of deductibles.
 - 3. Dental coverage will be capped at \$1,500.00 per individual per year.

Section 2. Effective the first day of the month following ratification, employees shall contribute to the premium costs for major medical/hospitalization benefits on a monthly basis, in accordance with the following cost-sharing formula:

90% of monthly premium costs paid by the City
10% of monthly premium costs paid by the Employee

During 2014, the employees 10% premium contribution shall be \$60.00 per month for single coverage and \$150.00 per month for family coverage.

Section 3. In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan.

Section 4. Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

Section 5. A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 6. Effective with the 2015 plan year, the City shall utilize an ad hoc Health Care Committee consisting of representatives of the City (selected by the City) and of the City's bargained for and non-bargained for employees (with no more than one (1) representative from each of the City's bargaining units), which shall review the group health care benefit plan options made available to City employees. The Committee may recommend to the City any benefit changes designed to contain health care benefit costs, but the City retains full discretion and authority to determine the benefit plans made available to City employees.

**ARTICLE X
GRIEVANCE PROCEDURE**

Section 1. Definitions

- A. Grievance - A dispute between an employee and the City, or between the FOP/OLC and the City, alleging a violation of a specific provision of this Agreement.
- B. Grievant - Any employee or group of employees represented by the FOP/OLC.
- C. Day - Calendar days, excluding Saturdays, Sundays or holidays as provided in this Agreement.

Section 2. Grievance Procedure

The grievance procedures set forth below shall not preclude discussions between employees and the Chief or his designee regarding workplace issues.

Step 1.

Members of the bargaining unit represented by the FOP/OLC, who believe in good faith to have a grievance, shall within five (5) days of the occurrence of the facts giving rise to the grievance, in writing notify the Chief of Police of the nature of the grievance. The Chief of Police shall meet with the grievant within five (5) days. An individual grievant, at his option, may have a designated FOP/OLC representative and/or attorney present at the meeting. If any such grievances are resolved or settled, the City will provide a copy of the grievance settlement to the FOP/OLC. The Chief of Police shall give his written answer within five (5) business days of the meeting.

Step 2.

In the event that the grievance is not settled in Step 1, within five (5) days after the Step 1 response the grievance shall then be submitted in writing to the Director of Public Safety/City Manager of the City or her designee, who shall thereafter meet and discuss the grievance with the individual and/or the designated representative of the FOP/OLC within five (5) business days of receipt of the grievance at Step 2. The Director of Public Safety/City Manager or her designee shall provide a written response to the grievant within five (5) business days of the meeting.

Step 3.

In the event that the grievance is not settled in Step 2, the FOP/OLC may, within thirty (30) days of the receipt of the Step 2 response of the Safety Director/City Manager, submit the grievance to final arbitration under the labor arbitration rules of the FMCS. In the event that the FOP/OLC fails to submit the grievance to arbitration within the thirty (30) day period, the grievance shall not be processed further.

The arbitration hearing shall be conducted under FMCS rules and procedures. The fees and expenses of the neutral arbitrator and the costs of the hearing room will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

Section 3. In the event that the grievance proceeds to arbitration, the arbitrator shall have jurisdiction only over the dispute arising out of the grievance and in reaching his decision, the arbitrator shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section 4. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure shall be final, conclusive, and binding upon the City, FOP/OLC, and employees of the Cleveland Heights Police Department, it being understood, however, that this Section does not preclude either the City or the FOP/OLC from filing an action to vacate an arbitration award.

Section 5. Once a grievance is timely filed, the parties may, by mutual agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual written agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

ARTICLE XI APPEAL OF DISCIPLINARY ACTION

Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance and arbitration procedures of this Agreement, with the exception that disciplinary action involving a three (3) working day suspension or a lesser form of discipline may only be grieved to Step 2 but shall be excluded from arbitration and not subject to arbitration under this Agreement.

ARTICLE XII TENURE AND ECONOMIC LAYOFF

Section 1. Seniority for a full-time employee shall mean the uninterrupted length of continuous service with the City. The date of an employee's service shall be counted from his most recent date of hire. Each employee shall be required to maintain all necessary skills, abilities, and certifications required by the Police Department.

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

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years. The member, upon being recalled, must report for work assignment within thirty (30) days of the notice of recall or said member shall forfeit all recall rights.

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

Section 5. Before any full-time employees are laid off, all part-time employees shall be first laid off.

ARTICLE XIII DISTRIBUTION OF PAYCHECKS

Paychecks will be issued biweekly by the Employer, in accordance with City Policy.

ARTICLE XIV BULLETIN BOARD

The FOP/OLC will be allowed one (1) bulletin board for official FOP/OLC notices to be located in the Police Department.

ARTICLE XV MEDICAL EXAMINATIONS

In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

ARTICLE XVI DEFENSE OF CLAIMS

The City shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding which contains an allegation for damages for injury, death, or loss to person or property caused by an act or omission of the employee in connection with a governmental or proprietary function as defined under Chapter 2744 of the Ohio Revised Code. The City has a duty to defend the employee if the act or omission occurred while the employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities.

The City shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court and that is for damages for injury, death, or loss to person or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of employment or official responsibilities.

ARTICLE XVII COMPLAINTS AGAINST DISPATCHERS

Section 1. Complaints of any nature against any dispatcher shall be referred to the Chief of Police. If it is felt that the complaint is sufficiently serious, then the complaint may be required to be made in writing, setting forth the nature of the complaint and the alleged facts. Such written complaint shall be on a form prescribed by the Chief of Police. In cases where it is

felt that the complaint is of an extremely serious nature, it may be required that said written complaint be notarized and sworn to under oath by the complainant.

Section 2. Any employee who may be subject to disciplinary action, the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. The City also shall provide a copy to the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

Section 3. All complaints filed in conformance with Section 2 will be investigated in a fair and impartial manner.

Section 4. All complaints that are determined to be unfounded shall not be included in the personnel file of the affected employee and may not be used in any subsequent disciplinary procedure, although the City will maintain any documents related to such complaints in accordance with the Ohio Public Records Law. Anonymous materials shall not be placed in an employee's personnel file unless an investigation determines the complaint is sustained.

ARTICLE XVIII ORDINANCES AND RESOLUTIONS

All of the Employer's ordinances and resolutions in effect at the time of the signing of this Agreement, which impact on wages, hours and terms and conditions of employment of bargaining unit member shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances or resolutions conflict with the terms of this Agreement. Should such a conflict occur, this Agreement shall be deemed as superseding the conflicting ordinances or resolutions.

ARTICLE XIX PERSONNEL FILES

Section 1. An employee may request an opportunity to review any and all documents in his personnel file and make additions or responses to the material contained therein. A request for copies of items included in the file shall be honored.

Section 2. Employees will be notified in writing within 48 hours of any inquiry made by a third-party (non-employee of the City) to view the employee's personnel file. Upon request of the affected employee, all items that are copied and transmitted per such inquiry will be copied and transmitted to the affected employee.

ARTICLE XX FOP/OLC REPRESENTATION

Section 1. The City recognizes the FOP/OLC's right to designate a reasonable number of FOP/OLC Representatives, not to exceed a total of two (2). The FOP/OLC shall notify the City in writing of the employees designated as FOP/OLC Representatives and will update the list as changes occur.

Section 2. FOP/OLC Representatives shall have authority to investigate and present grievances to the designated City representatives in accordance with the provisions of this Agreement.

Section 3. Grievance meetings normally shall be scheduled outside normal working hours. FOP/OLC Representatives and employees shall not be paid for any time spent in grievance meetings with the City that occur outside their normal working hours. Representatives shall be paid for time in grievance meetings with the City and other joint meetings only if the City agrees to schedule such meetings during the representative's regular working hours.

Section 4. FOP/OLC Representatives shall investigate grievances and conduct other FOP/OLC business during non-work hours. However, in emergency circumstances, the Chief of Police or his designee may grant FOP/OLC Representatives a reasonable opportunity to investigate grievances during working hours without a loss in pay.

ARTICLE XXI LABOR MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee will be established within sixty (60) days after the signing of this Agreement to provide a means of communication and understanding between the FOP/OLC and the Department. The Committee will consist of no more than two (2) representatives of the FOP/OLC and two (2) representatives of the Department. The FOP/OLC will notify the Chief of Police as to the identity of the FOP/OLC representatives.

Section 2. The Labor Management Committee shall meet at a mutually agreeable time and place on a semi-annual basis, provided that either party requests such a meeting. The purpose of such meetings shall be to: (1) notify the FOP/OLC of changes made by the Chief of Police which affect the bargaining unit; (2) disseminate general information of interest to the parties; (3) discuss ways to increase productivity and to improve efficiency; and (4) consider and discuss health and safety matters relating to employees. Negotiated issues and individual grievances will not be a subject matter for discussion at these meetings.

ARTICLE XXII FUNERAL LEAVE

Employees shall be granted 24 hours paid time off to attend the funeral of a member of the employee's immediate family, including parents, grandparents, grandchildren, mother-in-law, father-in-law, spouse, child, step-children, brother or sister. If the funeral is held 350 miles (roundtrip) or more from the City, then an additional two (2) days maximum of sick leave may be taken.

**ARTICLE XXIII
CONFORMITY TO LAW**

Section 1. This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

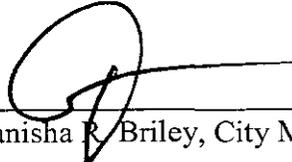
Section 2. If an enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE XXIV
DURATION**

This Agreement between The City of Cleveland Heights and the FOP/OLC shall be effective until March 31, 2016, and thereafter from year to year, unless at least sixty (60) days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after March 31, 2016, either party gives sixty (60) days' notice of an intention to terminate this Agreement.

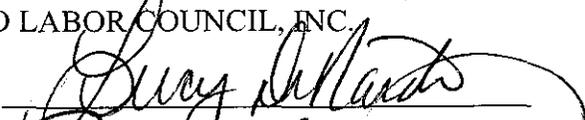
IN WITNESS WHEREOF, the parties have hereunto set their hands this 2 day of June 2014.

CITY OF CLEVELAND HEIGHTS

By: 

Tanisha R. Briley, City Manager

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

By: 

By: 

By: 

By: _____

APPENDIX A

TUITION REIMBURSEMENT

The City will provide tuition reimbursement for college accredited courses taken by employees covered by this Agreement, provided that the following conditions are met:

- A. The degrees must be in law enforcement or courses of study that the Chief, in his discretion, deems are beneficial to the operation of the Department.
- B. The City will provide tuition reimbursement only for Bachelor's degrees.
- C. A grade of "C" or better is attained.
- D. Adequate documentation is provided.
- E. Prior approval is received from the Chief of Police. Any denial of such approval shall occur within ten working days of the request.
- F. The rate of reimbursement will be in accord with current public college rates for all dispatchers beginning or resuming studies after June 1, 2014.

EDUCATIONAL INCENTIVE BONUS

Section 1. Dispatchers who are active employees as of November 1 of each year and who have achieved the following education distinctions shall be eligible to receive the following educational incentive bonus payments on a one-time basis:

| | |
|----------------------|--------|
| Baccalaureate Degree | \$2000 |
| Associate Degree | \$1000 |

Section 2. The above degrees must have been received from a college, university, junior or community college specifically accredited by the North Central Association of Colleges and Secondary Schools or its equivalent regional accrediting authorities. Such degree attainment is as verified by the Chief of Police and Director of Public Safety. A copy of an official diploma must be maintained in the employee's official personnel file. This bonus for degree achievement is not additive, but will reflect a payment for the single, highest such degree attained.

LONGEVITY

In addition to other forms of compensation, members shall also receive longevity payment according to the following schedule, payable biweekly:

| | <u>2014 - 2016</u> |
|--------------------------|--------------------|
| 1st through 5th year | no entitlement |
| 6th through 10th year | 16.92 |
| 11th through 15th year | 33.85 |
| 16th through 20th year | 51.24 |
| 21st through 25th year | 69.23 |
| 26th year and thereafter | 76.93 |

The longevity compensation shall take effect for the entire pay period following the employee's anniversary. All service on a full-time basis with the City shall be considered in applying this section, and such service need not be continuous. For the purpose of determining credit for prior periods of employment, only full months of service shall be considered; credit shall be given for employment during authorized leave of absence for military duty. Longevity compensation may, in the alternative, be paid in December for the year in which accrued.

WORKING ON MAJOR HOLIDAYS

Any dispatcher who works on the major holidays of July 4, Labor Day, Thanksgiving, Christmas and New Year's Day will be compensated at a rate of one and one-half (1½) times the employee's base hourly rate of pay.

WAGES

Section 1. All full-time employees hired on or after May 19, 2014, shall be paid in accordance with the following wage scale:

| <u>Start Rate</u> | <u>After One (1) Year</u> | <u>After Two (2) Years</u> |
|-------------------|---------------------------|----------------------------|
| \$15.25 | \$16.25 | \$18.00 |

Effective the first regularly scheduled pay day following ratification, all current employees hired prior to May 19, 2014, shall be paid at the top rate referenced above.

Section 2. The wage scale set forth in Section 1 shall remain in place for the term of the Agreement, with no increases paid in 2015.

Section 3. Newly hired employees shall normally be compensated at the minimum hourly rates set forth in Section 1. However, where qualifications and/or experience exist, the Chief of Police, with the approval of the City Manager, may place a new employee at a higher rate of pay not to exceed the rate for after two (2) years of service.

Section 5. The state-mandated employee's contribution to PERS shall be deducted from the employee's gross pay before State and federal taxes are withheld, in accordance with IRS rules.

RATIFICATION BONUS

If the Tentative Agreement is ratified on or before May 23, 2014, the City will pay a ratification bonus to each dispatcher who is on the City's active payroll as of the date of ratification, in the amount of \$1500.00, minus any payroll deductions required by law.

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CITY OF
CLEVELAND
HEIGHTS 

June 11, 2015

Shelia Farthing
Ohio State Employees Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, OH 43215

2014 JUN 16 AM 8:55

STATE EMPLOYMENT
RELATIONS BOARD

RE: 2014 Public Employer Annual Information Report

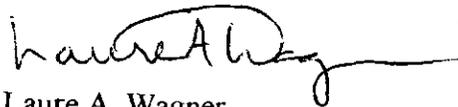
Dear Ms. Farthing:

Enclosed please find a completed 2014 Public Employer Information Report as well as two new collective bargaining agreements you do not have on file:

- 1) City of Cleveland Heights and Fraternal Order of Police, Ohio Labor Council, Inc.
Police Dispatchers Unit (new bargaining unit)
May 21, 2014 through March 31, 2016
- 2) City of Cleveland Heights and National Production Workers Union Local 707
Public Works Employees
April 1, 2014 through March 31, 2015

If you need any further information please feel free to contact me.

Sincerely yours,



Laure A. Wagner
Human Resources Director