



07-06-15
14-MED-10-1357
0525-04
K32327

AGREEMENT BETWEEN

THE CITY OF MAYFIELD HEIGHTS, OHIO

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(COMMUNICATIONS OFFICERS)**

SERB Case No. 2014-MED-10-1357

**Effective: Upon Execution
through
December 31, 2017**

TABLE OF CONTENTS

Article	Page
Article 1 Agreement	1
Article 2 Purpose	1
Article 3 Union Recognition	1
Article 4 Non-Discrimination	1
Article 5 No Strike/No Lockout.....	2
Article 6 Management Rights	3
Article 7 Work Rules	3
Article 8 Corrective Action	4
Article 9 Personnel Files.....	6
Article 10 Probationary Period	6
Article 11 Grievance Procedure.....	6
Article 12 Labor/Management Committee	10
Article 13 Layoff And Recall	11
Article 14 Union Business	11
Article 15 Bulletin Board Space	12
Article 16 Seniority	13
Article 17 Dues Deduction/Fair Share Fees	13
Article 18 Hours Of Work.....	14
Article 19 Overtime	15
Article 20 Compensatory Time	15
Article 21 Wages	16
Article 22 Longevity	18
Article 23 Emergency Medical Communication Officers Premium.....	18
Article 24 Tenured Employee.....	18
Article 25 Sick Leave	19
Article 26 Vacations	21
Article 27 Holidays/Personal Days	22
Article 28 Court Time.....	23
Article 29 Clothing Allowance	23
Article 30 Bereavement Leave.....	23
Article 31 Jury Duty	24
Article 32 Leaves Of Absence	24
Article 33 Health Care Coverage.....	24
Article 34 Special On-The-Job Injury Leave.....	26
Article 35 Professional Liability Insurance	27
Article 36 Life Insurance	27
Article 37 Severability	28
Article 38 Merit Day	28
Article 39 Educational Benefit.....	28
Article 40 Matron Duty/Jail Monitor.....	29
Article 41 Waiver In Case Of Emergency	29
Article 42 Application Of External Law/Mid-Term Bargaining	30
Article 43 Duration Of Agreement	30
Article 44 Total Agreement	31

TABLE OF CONTENTS

Article	Page
Signature Page	32
Appendix A City Of Mayfield Heights Police Department Grievance Appeal Form	33
Appendix B Waiver Of Predisciplinary Hearing Form	35

ARTICLE 1 AGREEMENT

1.01 This Agreement is entered into between the City of Mayfield Heights, Ohio, hereinafter referred to as the "City" or "Employer" and the OPBA, hereinafter referred to as the "Union."

ARTICLE 2 PURPOSE

2.01 The purpose of this Agreement is to provide a fair and reasonable method through which members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE 3 UNION RECOGNITION

3.01 The Employer recognizes the Ohio Patrolmen's Benevolent Association (OPBA) as the sole, exclusive representative for those employees of the Employer in the bargaining unit listed in Section 3.02. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit as certified by the Ohio State Employment Relations Board.

3.02 The term bargaining unit as used in this Collective Bargaining Agreement shall include the following:

- (1) All full-time Communication Officers, Case #02-REP-09-0178

3.03 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

3.04 In the event of a change of duties of a position, or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit or shall so advise the Union, in writing, within thirty (30) calendar days after the position is established. If the Union disputes the Employer's determination of bargaining unit status, it shall notify the Employer and the parties shall meet and attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on inclusion they shall implement the agreement. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and SERB rules and regulations.

ARTICLE 4 NON-DISCRIMINATION

4.01 Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit member in the administration of this agreement on the basis of age, sex, race, color, religion, disability, genetic information, military status, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

4.02 **External Actions/Tolling.** Where there is an alleged violation of the provisions of this Article that qualifies for a claim to the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Employer, member, and their representatives, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency. In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action or legal action (e.g., OCRC or EEOC, etc.) is filed, such grievance shall be tolled until the disposition of the external action.

4.03 **Gender Neutral.** All references to Union employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4.04 **Union Affiliation.** The Employer and Union agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership, or position in the Union.

4.05 The foregoing prohibition on unlawful discrimination is not meant to dissuade any employee from reporting to the Employer or the Union any circumstance that he believes to be discriminatory on the basis of the classifications recognized above so as to be proactive in addressing allegations in this area.

ARTICLE 5 **NO STRIKE/NO LOCKOUT**

5.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the Employer. Furthermore, while on the Employer's premises, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 The Union and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.01. In the event any violation of Section 5.01 occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interference at once.

5.03 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein, including the necessity of just cause being required prior to the Employer applying discipline.

5.04 The Employer shall not lock out employees for the duration of this Agreement.

member the opportunity to offer an explanation for the alleged conduct. The predisciplinary conference procedure shall be as follows:

- A. Notice/Scheduling. The member shall be provided with a written notice of the charges, a brief explanation of the evidence, what form of discipline may be imposed (i.e., reprimand, suspension, etc.), and the date, time, and location of the conference. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the conference. A bargaining unit member shall suffer no loss in pay for attending a predisciplinary conference conducted during his regular work hours and shall be in paid status for the duration of the conference.
- B. Representation. The affected member(s) may have a representative from the Association present at any such predisciplinary conference, the cost of which shall be borne by the member.
- C. Decision. Within ten (10) calendar days after the conference, the Employer or designee shall provide the employee with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the conference.
- D. Waiver of Predisciplinary Conference. Prior to the scheduled time of the predisciplinary conference, the member may waive his/her right to such a conference by signing the "Waiver of Predisciplinary Conference" form (Appendix B).

8.05 Disciplinary Appeals. At the option of the employee, an appeal from a disciplinary action may be taken directly to step 2 of the Grievance Procedure in accordance with the timeframes for the filing of a Step 1 Grievance. Disciplinary actions not involving a loss in pay (i.e., verbal or written reprimands) may be appealed through the grievance procedure, but are not eligible for arbitration.

8.06 Disciplinary Procedures. The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

8.07 Records of Discipline. Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters, provided that there has been no other record of disciplinary action of any kind within that time period, under the following time frames:

Verbal and Written reprimands	12 months
Suspensions of less than three (3) days	24 months
Suspensions of three (3) days or more	36 months

Notwithstanding the above schedule, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the State of Ohio or United States shall be permanently subject to consideration in future disciplinary actions. Further, disciplinary action taken in connection with a violation of the Employer's Drug and Alcohol Testing Policy shall be considered in all future disciplinary actions.

ARTICLE 9 **PERSONNEL FILES**

9.01 It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his/her employees. All employees shall have access to their own individual personnel file for the purpose of reviewing any documents contained in their personnel files. In addition, a department member may inspect the file to respond to a pending grievance or official matter.

9.02 **Access.** Employees shall have access to their individual personnel files for review in the following manner:

- A. Requests for review must be made in writing to the Employer or his designated representative.
- B. All reviews shall be conducted during normal business hours.

9.03 Employee personnel files shall include, but may not be limited to, individual employment data, application forms, records pertaining to hiring, promotion, demotion, discipline, transfer, layoff, and termination.

9.04 **Clarification.** If, during the course of the review of a Union member's files, material is found which is considered negative or derogatory nature, the Union member may place in the file a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be in the file as long as the negative material remains.

9.05 Nothing herein shall prevent the dissemination of impersonal statistical information.

ARTICLE 10 **PROBATIONARY PERIOD**

10.01 All newly hired Communications Officers will serve a probationary period of eighteen (18) months. The probationary period will count for purposes of seniority.

10.02 Probationary employees and members may be removed during their initial probationary period. Removal during the probationary period is not appealable through the Corrective Action or Grievance Procedure Articles of this Agreement or in any other forum.

ARTICLE 11 **GRIEVANCE PROCEDURE**

11.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances.

11.02 **Definition.** The term "grievance" shall mean an allegation by a Union member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not

intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

11.03 **Processing**. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

11.04 **Grievance Withdrawal/Failure to Appeal**. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

11.05 **Time Limits**. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure in accordance with the applicable time limitations. All time limits on grievances may be extended by mutual consent of the parties. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced.

11.06 **Grievance Contents**. All grievances should be filed using the grievance form as presented at Appendix A and provide the following information to be considered:

- A. grieved employee's name and signature;
- B. grieved employee's position;
- C. date grievance was filed in writing;
- D. date and time grievance occurred;
- E. location where grievance occurred;
- F. description of incident giving rise to the grievance;
- G. specific articles and sections of the Agreement which are implicated; and
- H. desired remedy to resolve the grievance.

11.07 **Grievance Procedure**. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step One: Police Chief/Designee

A Union member having a grievance will reduce it to writing and present the written grievance to the Police Chief/Designee within ten (10) days of the incident giving rise to the grievance, or within ten (10) days after the member first learned of the incident (not to exceed thirty (30) days from the date of the action or event). The Chief or appropriate designee, shall either grant the grievance, reject the grievance, or discuss the grievance with the Union member and respond to the grievance within ten (10) days following receipt of the grievance or within ten (10) days of the meeting if one is held.

Step 2: Mayor/Designee

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the Union decide to process the grievance further, the Union may file an appeal with the Mayor/designee within twenty (20) days after issuance of the Step 1 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 decision is in error. The Mayor/designee shall grant the grievance, reject the grievance, or within ten (10) days schedule a meeting with the grievant and the appropriate Union representative. The Mayor/designee shall investigate and respond to the grievant and appropriate Union representative within ten (10) days following receipt of the grievance or within ten (10) days of the meeting if one is held.

Step 3: Arbitration

If the grievance is not satisfactorily settled at Step 2, the Union may submit the matter to arbitration by notifying the Employer in writing of its intent to do so within fifteen (15) days following the receipt of the decision at Step 2 or fifteen (15) days of the default rejection as may be applicable.

Within fifteen (15) calendar days of receipt of a properly signed request for arbitration, the parties shall confer for the purpose of deciding whether or not to utilize the permanent panel or selecting an arbitrator via the FMCS procedure. For permanent panel cases, the parties agree to a permanent panel of arbitrators who shall hear and decide those grievances processed to arbitration under the contract. The panel consists of:

1. Nels Nelson
2. Harry Graham
3. Jerry Fullmer
4. Robert Stein
5. Dennis Byrne
6. Jennifer Fleisher
7. Thomas Nowel

The arbitrator shall be selected by the parties alternatively striking names until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

In the event that the parties do not agree to use the permanent panel, a request for a list of fifteen (15) Ohio resident, National Academy Certified arbitrators shall be made from FMCS within ten (10) days after the parties conferring on the selection with a copy of such request delivered to the Employer. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) 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 one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of

obtaining the initial list shall be equally split by the parties. 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.

In the event the grievance is not referred to arbitration within the limits prescribed or the list request is not made within the time limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply or default rejection as may be applicable. The arbitration of grievances will proceed under the following guidelines:

- A. Hearing Procedure. The arbitrator shall issue a decision within thirty (30) days after the hearing is closed.

- B. Authority of the Arbitrator. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

The arbitrator shall not recommend any right or relief on any grievance occurring at any time other than the contract period in which such right originated nor make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

- C. Arbitrability. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- D. Decision. The decision of the arbitrator shall be final and binding upon the Union, the member, and the Employer.

- E. Fees/Expenses. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties order a court reporter's recording or request a copy of any transcript.

Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the Union staff representative(s) shall identify himself to the Employer or the Chief of Police.

14.02 The Union shall provide the Employer an official roster of the OPBA's collective bargaining representatives, which is to be kept current at all times and shall include the following:

1. name;
2. address;
3. home telephone number;
4. immediate supervisor; and
5. Union office held.

No person shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

14.03 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during a member's regular duty hours, the member and one (1) representative shall not suffer any loss of pay while attending the hearing.

14.04 The Director of the Union or his designee may be granted time off with pay from his regularly-scheduled duty time only for the purpose of participating at the regular conferences, seminars, and special meetings sponsored by the union or the OPBA or their affiliates and any other conferences, seminars, or special meetings related to Union activities.

14.05 The President of the Union or his designee should request, in writing, and receive approval for such time off from the Chief of Police fourteen (14) calendar days prior to any such conference. The Chief will approve the requested time off unless the request bears no relationship to legitimate Union activity.

14.06 The OPBA's collective bargaining representative's leave shall not exceed a total of forty (40) hours per calendar year.

ARTICLE 15 BULLETIN BOARD SPACE

15.01 The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the Union.

15.02 All Union notices of any kind posted on the bulletin board shall bear the written approval of an officer or official designee of the Union.

15.03 The Union agrees that it will not post nor allow to appear any notices or other writings, which contain anything dealing with partisan politics, controversial matters, or criticism of the City, its officials or any employee.

15.04 Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16 **SENIORITY**

16.01 **Seniority Defined.** Seniority shall be defined as follows:

- A. **Total Seniority.** Total seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the City of Mayfield Heights.
- B. **Bargaining Unit Seniority.** Shall be defined as an employee's total length of uninterrupted continuous full-time service in a bargaining unit classification.

16.02 **Breaks in Seniority.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation.

16.03 **Leaves of Absence.** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

16.04 **Application of Seniority.** In all matters requiring the Employer to consider and evaluate two (2) or more members within a particular classification on a comparative basis, such as but not limited to selection of job vacancies (not original appointments) within the bargaining unit, vacation, and holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

ARTICLE 17 **DUES DEDUCTION/FAIR SHARE FEES**

17.01 **Membership.** All members in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to the Union's a fair share fee, to be determined by the Union in accord with the provisions of Ohio Revised Code Section 4117.09 (C).

17.02 **Fair Share Fees.** As provided in Ohio Revised Code Section 4117.09 (C), nothing in this Article shall be deemed to require any employee to become a member of the Union. Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee rebated for expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

17.03 **Deduction Procedures/Indemnification.** The City agrees to deduct Union dues from any Union member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09 (C), and the Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

17.04 **Payment of Deductions.** Deductions for dues and fair share fees will be made and paid monthly to the Union.

17.05 Any individual employee who objects to joining or financially supporting the Union, based on a bona fide religious tenet or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to dues, initiation fees, and assessments to a non-religious charity. The employee shall furnish written proof to the City and to the Union that this has been done.

ARTICLE 18 **HOURS OF WORK**

18.01 This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees, or from establishing part-time positions. This Article is intended to be used as a basis for the computation of overtime and shall not be construed as a guarantee of work per day or per week.

18.02 The normal work period for all employees covered by this Agreement shall be forty (40) hours inclusive of a one (1) hour lunch period. The work period shall be computed between (0000) hours on Sunday of each week and (2400) hours the following Saturday.

18.03 Members who are called to perform service outside of their regularly scheduled hours will be paid a minimum of three (3) hours at the applicable hourly rate or the number of hours

worked whichever is greater, provided that the minimum is not contiguous to the beginning or ending of his scheduled shift.

18.04 **Shift Duration.** While the current normal work shift consists of an eight (8) hour shift, at the sole and exclusive discretion of the Chief/designee, ten (10) or twelve (12) hour shifts may be adopted and utilized within the department. In the event that alternative scheduling is to be introduced, the Employer will meet and discuss the matter with the union so as to ensure that proper coverage can be achieved in a cost effective manner.

ARTICLE 19 **OVERTIME**

19.01 When the Employer requires an employee to work in excess of forty (40) hours in a work period, the employee shall be entitled to overtime compensation at one and one-half (1 1/2) times the employee's regular hourly rate of pay. The Employer or his designee shall approve all requests for overtime prior to scheduling overtime. Overtime hours worked by any employee without prior approval may not be approved for payment regardless of the circumstances involved in the overtime hours.

19.02 **Hours Worked Defined.** Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holiday, personal days, compensatory time and vacation days.

19.03 **Overtime Distribution.** When the Employer determines that overtime is necessary, overtime shall be distributed by bargaining unit seniority, within the affected classification, as equally as possible.

19.04 The Employer will devise a program whereby vacancies created by the vacation or holidays of bargaining unit members will be made available to other bargaining unit members before being assigned to part-time employees. The program will give unit members the choice of working these days with the assignment being made in seniority order with the senior employee making the first choice and so on. The union agrees that if this Article proves to cause a reoccurring problem on either side, it will be resolved through Article 12.

ARTICLE 20 **COMPENSATORY TIME**

20.01 The member may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the Chief of Police or his designee. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, which includes but is not limited to the right to schedule such time off or to make payment of such time to employees. Notwithstanding the establishment of a reasonable time period, the parties agree that requests with less than that amount of notice will continue to be approved in accordance with current practice (i.e., approval of the Employer/designee in accordance with operational needs.)

20.02 **Compensatory Time Election.** If a unit member chooses to be compensated for overtime by taking additional time off, he or she must notify the Finance Department in writing of their decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the employee's overtime hours. An employee may accumulate a maximum of fifty-three (53) hours and twenty (20) minutes of overtime or the equivalent of eighty (80) hours' straight time in the compensatory time bank. All overtime worked beyond the above maximum will be paid in cash. All accumulated compensatory time not taken by December 31 of any year will be paid in cash. Whenever an employee takes time off in lieu of compensation, the Chief of Police will notify the Finance Department who will make the appropriate reduction. The employee may rescind the notice to bank overtime at any time prior to December 31, following the date the above notice is served on the Finance Department. If the employee rescinds the notice, he or she will be paid cash for overtime worked until December 31 of that year.

ARTICLE 21 WAGES

21.01 Employees covered by this Agreement shall be entitled to wages as follows:

Position		5/10/15	1/1/16	1/1/17
Communication Officer	Class A	\$56,547	\$58,243	\$59,991
	Class B	\$46,036	\$47,417	\$48,839
	Class C	\$36,138	\$37,222	\$38,338

The following pay schedule will be effective for those full-time Communication Officers hired after ratification by both parties/acceptance of a fact-finding award/or following issuance of a conciliation award:

Communication Officer	Years of FT Service	Hourly Rate	Annual
Step 6	After 5 years	\$26.39	\$54,900
Step 5	After 4 years	\$24.55	\$51,057
Step 4	After 3 years	\$22.83	\$47,483
Step 3	After 2 years	\$21.23	\$44,156
Step 2	After Probation	\$19.74	\$41,068
Step 1	After Training	\$18.36	\$38,193
Entry		\$16.87	\$35,085

Commencing with the first full pay period following April 28, 2015 (pay beginning May 10, 2015), acceptance of a fact-finding award/or following issuance of a conciliation award, as applicable, bargaining unit members shall receive a three percent (3.0%) general wage increase.

Communication Officer	Years of FT Service	Hourly Rate	Annual
Step 6	After 5 years	\$27.19	\$56,547
Step 5	After 4 years	\$25.28	\$52,589
Step 4	After 3 years	\$23.51	\$48,907
Step 3	After 2 years	\$21.87	\$45,481
Step 2	After Probation	\$20.34	\$42,300
Step 1	After Training	\$18.91	\$39,339
Entry		\$17.37	\$36,138

Commencing with the pay period including January 1, 2016, bargaining unit members shall receive a three percent (3.0%) general wage increase.

Communication Officer	Years of FT Service	Hourly Rate	Annual
Step 6	After 5 years	\$28.00	\$58,243
Step 5	After 4 years	\$26.04	\$54,166
Step 4	After 3 years	\$24.22	\$50,375
Step 3	After 2 years	\$22.52	\$46,845
Step 2	After Probation	\$20.95	\$43,569
Step 1	After Training	\$19.48	\$40,519
Entry		\$17.90	\$37,222

Commencing with the pay period including January 1, 2017, bargaining unit members shall receive a three percent (3.0%) general wage increase.

Communication Officer	Years of FT Service	Hourly Rate	Annual
Step 6	After 5 years	\$28.84	\$59,991
Step 5	After 4 years	\$26.82	\$55,791
Step 4	After 3 years	\$24.95	\$51,886
Step 3	After 2 years	\$23.20	\$48,250
Step 2	After Probation	\$21.58	\$44,876
Step 1	After Training	\$20.06	\$41,735
Entry		\$18.43	\$38,338

21.02. **Wage Schedule Administration.** Employees shall advance through the above listed steps beginning with the first full pay period following their anniversary date of full-time hire as a Communication Officer with the City of Mayfield Heights. Movement between steps in the wage schedule shall only occur while this contract is in effect and shall not occur in subsequent years after the expiration of the Agreement until such time as a new contract is in effect. At the discretion of the Employer, a newly hired employee may be placed at a wage step commensurate with such employee's prior certifiable experience and/or licensure qualifications. The step placement shall be made at the time of hire with advancement being made in the same manner as described previously or based on performance, at the sole and exclusive discretion of the Employer/designee.

21.03 Any full-time communications officer chosen by the Chief of Police to perform training services for newly hired dispatchers will receive an additional twenty dollars (\$20.00) for each day that training services are performed.

ARTICLE 22 **LONGEVITY**

22.01 All full-time employees shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the employee's date of hire. The longevity schedule is as follows:

- I. After the completion of five (5) years of service, \$45.00/month; (\$540.00 yearly)
2. After the completion of ten (10) years of service, \$55.00/month; (\$660.00 yearly)
3. After the completion of fifteen (15) years of service, \$75.00/month; (\$900.00 yearly)
4. After the completion of twenty (20) years of service, \$90.00/month; (\$1,080.00 yearly)
5. After the completion of twenty-five (25) years of service, \$100.00/month; (\$1,200.00 yearly)

22.02 Longevity premium shall be payable together with, and in addition to, the regular salary payments.

22.03 All members meeting the requirements of Section 22.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the employee's anniversary date.

ARTICLE 23 **EMERGENCY MEDICAL COMMUNICATION OFFICERS**
PREMIUM

23.01 A yearly premium of \$1,750.00 will be paid to those communication's officers who have completed the required departmental power phone courses and have been appropriately certified to provide medical emergency instructions. The premium will be included in the member's biweekly pay.

ARTICLE 24 **TENURED EMPLOYEE**

24.01 Any member upon reaching the tenth anniversary of full-time employment in the City of Mayfield Heights may apply to become a tenured employee, provided the member has no suspensions in his record for the time periods set forth in Section 8.07. The tenured employee position is not a position of rank, is not a promotion, and carries no authority over any other employee. The tenured employee position is an honorary position in recognition of years of service and adherence to the standards of the Safety Departments. A decision on the application will be made within thirty (30) days after the application is received on the basis of the criteria as determined by the Employer.

24.02 Each member assigned to the position of tenured employee will receive an additional one thousand dollars (\$1,000.00) per year for each calendar year as compensation as long as the designation of tenured employee is maintained. Any member who makes application and is assigned to the position of tenured employee during any calendar year, defined as January 1 to December 31, will be paid pro rata for the initial year.

24.03 On January 1 of each year following an assignment, each member declared to be a tenured employee will be reevaluated to ensure that each is maintaining a good performance standard. The Communications Supervisor will submit a performance appraisal to the Chief of Police evaluating performance of the officer on the basis of the criteria as determined by the Employer.

24.04 If, upon review of the performance appraisal, the Chief of Police determines that an officer has not performed to tenured employee standards during the preceding year, the Chief will inform the officer that tenured employee status is revoked. The Chief will also provide the member with a written statement outlining any deficiency upon which the decision was based.

24.05 Any member deprived of or refused tenured employee status will have fourteen (14) days after receipt of notification to appeal the Chief's decision. The appeal will be heard by a panel comprised of the Chief of Police, a person designated by the Union, and an officer chosen by the strike method from the duly appointed Sergeants, Lieutenants, and Captains with the appealing party striking first. The panel selections are to take place within seven (7) days after receipt of the notice of appeal. The panel will hear the appeal within thirty (30) days after its composition is determined. The decision of the panel will be rendered within three (3) days after the hearing, and the decision is final and binding on all parties.

24.06 Any member found not qualified to be a tenured employee will be permitted to reapply. The application must be submitted by December 15 following the loss of tenured employee status. The Shift Supervisor and Sergeant will submit performance appraisals to the Chief outlining the applicant's performance during the previous year. The Chief will determine, on the basis of those reports, whether the applicant qualifies for tenured employee status. The Chief's decision on reapplication is final.

24.07 If a member who has been awarded tenured employee status is suspended in any calendar year and the suspension is not appealed or is upheld by an arbitrator, that officer is ineligible to be a tenured employee in the following calendar year. The Chief of Police will notify the member of his loss of tenured employee status prior to January 15 of the year following the suspension. There is no appeal from such notice. Any Officer deprived of corporal status because of suspension may reapply for the position of corporal by filing an application with the Communications Supervisor by December 15 of the year following the loss of tenured employee status and being reevaluated pursuant to the criterion set forth in the policy and procedures manual of the Mayfield Heights Police Department.

ARTICLE 25 SICK LEAVE

25.01 **Accumulation/Usage of Sick Leave.** All regular, full-time members shall be entitled to sick leave of 4.615 hours for each eighty (80) hours of service, not to exceed two

thousand eighty (2,080) hours total. Upon reaching the accumulation cap, the employee shall be permitted to accumulate additional sick leave beyond the cap during the year, with such time then being purchased by the City under 25.03, and any remaining time liquidated down to the cap at the rate of thirty-three percent (33%). Members may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other employees, and to illness in the employee's immediate family, defined as spouse, children, or parents that reside with the member. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish satisfactory affidavit that his absence was caused by illness due to any of the causes mentioned in this section.

25.02 **Sick Leave Conversion.** Upon retirement, death, resignation or disability, each full-time bargaining union member shall be entitled to receive payment of one-half (1/2) of the first 1,000 hours and one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

25.03 **Non-Use Incentive Payment.** Each regular, full-time member who has reached the cap in Section 25.01 shall receive, at the end of each calendar year, at the regular hourly rate of pay, a total payment not to exceed forty (40) hours, provided that no sick leave has been used during that calendar year. Every hour of sick time taken during the year will be deducted from the forty (40) hour figure and no payment will be made if the member takes more than forty (40) hours sick leave. An employee who has not reached the cap shall be able to participate in the conversion program as well under the same terms and conditions, but participation will be voluntary.

25.04 **Incentive Year Defined.** For purposes of this Article only, an incentive year shall be defined as December 1 through November 30.

25.05 Members shall receive their conversion payment no later than sixty (60) days following the calendar year.

25.06 **Minimum Increments for Use.** Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Chief or his designee.

25.07 **Annual Conversion.** In January of each year, any full-time member covered under the provisions of this Agreement who has at least one thousand (1000) hours of accumulated-unused sick leave may convert any time over one thousand (1000) hours into cash. The rate of conversion shall be one (1) hour pay for every three (3) hours of accumulated-unused time, up to a maximum of three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year, commencing January 1st of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the maximum payout will be decreased from three hundred (300) hours paid per individual to one hundred (100) hours for the remainder of the year.

scheduled. In order to be eligible for compensation, a notice must be submitted to the Chief of Police no less than five (5) days prior to the Holiday.

27.04 Newly hired union members will be paid for the holidays listed in Section 27.01 as they occur and may take personal days on a pro-rata basis at one for every ten (10) weeks of employment.

27.05 Members who actually perform service on Christmas Day, Thanksgiving Day and Labor Day will be paid at the rate of time and one-half (1 1/2) for all hours worked between 12:01 a.m. and 11:59 p.m. on the specified holiday.

ARTICLE 28 COURT TIME

28.01 Employees required to appear at Lyndhurst Municipal Court, when not on duty, shall receive a minimum of three (3) hours' pay.

28.02 Members appearing at other Courts or before the Grand Jury when not on duty shall receive a minimum of four (4) hours of pay.

28.03 Members who are required to be in a constant state of readiness until summoned to testify in a pending Court case, and are unable to perform non-duty related personal activities, shall be compensated for said hours in state of readiness.

ARTICLE 29 CLOTHING ALLOWANCE

29.01 Each Union member shall be entitled to eight hundred dollars (\$800.00) in each year of the contract, payable in cash, one-half (1/2) paid in June and the balance paid in December of each year.

ARTICLE 30 BEREAVEMENT LEAVE

30.01 All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a member of his or her immediate family. Leave under this section must be taken with seven (7) days of the relation's death or at a later time with approval of the Mayor. Paid leave is unavailable on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The Employer will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

30.02 Immediate family is defined as:

- a. Spouse and natural children;
- b. Step Child;
- c. Parent;
- d. Brother or Sister;

- e. Grandparents;
- f. Daughter- or Son-In-Law;
- g. Mother- or Father-In-Law; or
- h. Step-Parent

30.03 Upon the death of a sister-in-law or brother-in-law, step-brother or step-sister, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 30.01.

30.04 In addition to the foregoing, any member who is required to travel over 500 miles round trip to attend a funeral service as outlined in this section is entitled to receive one (1) day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

ARTICLE 31 JURY DUTY

31.01 Any member of the Police Department serving on Jury Duty, other than Voluntary Jury Duty, shall continue to receive his regular rate of pay for each work day missed due to jury service.

ARTICLE 32 LEAVES OF ABSENCE

32.01 **Military Leave.** Military leave shall be allowed in accordance with State and Federal law.

32.02 **Discretionary Leave.** Temporary leaves of absence with or without pay, for training purposes or for other objectives, may be granted for such period as deemed appropriate. Approval for said leaves shall be at discretion of the Mayor/Safety Director.

ARTICLE 33 HEALTH CARE COVERAGE

33.01 All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan and may offer alternate plans. Cost containment measures may be adopted by the City pursuant to the provisions of Section 33.05 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

The parties recognize that employee affordability under the Patient Protection and Affordable Care Act (ACA) will be measured based upon the cost of the lowest level single plan offered.

33.02 New members shall be covered at the next monthly enrollment date.

33.03 Commencing January 1, 2014, the employees' contribution to health insurance will be ten percent (10%) of the City's costs. Commencing January 1, 2016, the City's contribution to base health insurance coverage will not exceed the following amounts:

2016 Base Contribution

Monthly Base January 1, 2016	Employer Contribution	Monthly Base January 1, 2016	Employee Contribution	Total Base Contribution January 1, 2016
Single	\$642.59	Single	\$71.40	\$713.99
Family	\$1,735.09	Family	\$192.79	\$1,927.88

Commencing in 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) 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 a 50% basis to the employee share of the base contribution up to the total base amount.

33.04 **HSA/HRA Structure.** In addition to the base funding amount provided for above, the City agrees to establish an HRA and HSA funding structure. Employees may elect to participate in either option. Effective with the 2016 plan year, the HRA plan will contain a maximum HRA City funding level of \$2,600 for single and \$5,200 for family. Effective with the 2016 plan year, the HSA option will have a maximum City funding level of \$2,340 for single and \$4,680 for family. Funding for the HSA or HRA shall be allocated in the manner established by the City up to the maximum provided under this section. The City will not withdraw funding under this section so as to provide less than the established funding level in this section.

33.05 **Health Care Committee.** A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish ground rules and the parties recognize that no ground rule can supersede or conflict with the provisions herein.

The committee shall consist of one (1) representative from the recognized bargaining units, (1) non-bargaining employee, and up to four (4) administrators/department heads selected by the Mayor/designee. One of the administrators shall be the Compliance Standards Officer, whether a plan participant or not. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein. The bargaining unit member participating in the committee will be in paid status.

The Mayor/designee, plus one union representative from each certified Union, may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. 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 consistent with the cost sharing provisions set forth in Section 33.03; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation (A, B, or C above) for the following plan year, Option C shall apply and will be implemented.

ARTICLE 34 SPECIAL ON-THE-JOB INJURY LEAVE

34.01 When a Union member is physically unfit for duty as a result of injury or illness incurred in the course of, and as a direct result of, lawful bona fide police work, as determined solely by the City, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this Article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days after the injury.

A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is required to actually participate in responding to a call to duty or performing service which involves direct physical intervention with the acts of an unruly prisoner, actual commission of a crime, enforcement of the law, apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, dispatching safety forces, lunch periods or break, or while in the employ of another person or entity.

34.02 In order to receive payment under this Article, the member must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must be taken within fourteen (14) days. The first three (3) days of on-the-job injury leave shall be charged as sick time. After the member has been off duty for fourteen (14) calendar days because of an injury covered under this section, the initial three (3) days of sick time will be converted to on-the-job injury leave.

1. The courses are directly related to the work assignment of the member or will improve the member's efficiency as a Mayfield Heights employee or aid in obtaining an appointment to a higher position in the City of Mayfield Heights.
2. All courses must be approved in advance by the Mayor.
3. The employee must attain a grade of "C" or better or provide evidence of successful completion if a grading system is not used.
4. The grade received for the course and receipt for the tuition are submitted to the Finance Director.
5. The amount of tuition to be paid by the City shall not exceed the amount then charged per-credit hour by Cleveland State University with a per quarter or semester maximum of eight (8) credit hours.

39.02 The City of Mayfield Heights will continue to pay the costs for license fees, applications, courses or continuing education which members are required by law to attend or are necessary for the performance in that person's employment category. The City will not pay for or reimburse any member who does not pass or successfully complete the course or program.

ARTICLE 40 **MATRON DUTY/JAIL MONITOR**

40.01 A female Communications Officer required to conduct a search of a female prisoner in accordance with the policies and procedures of the Mayfield Heights Police Department, will be paid an additional twenty-five dollars (\$25.00) for each search.

40.02 Full-time Communications Officers are required, as an integral part of their duties, to observe activities in its jail facility through a televised monitor located in the dispatch office. In addition, the full-time Communications Officers are required to report all suspicious activity in the jail facility and to respond to the needs of prisoners by contacting the officer-in-charge of the police department. Each full-time Communications Officer will be paid six hundred (\$600.00) dollars per year, proportioned through their regular paychecks, for fulfilling these duties. The stipend will be prorated on a monthly basis for new hires.

ARTICLE 41 **WAIVER IN CASE OF EMERGENCY**

41.01 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for the Employer or the Union replies on grievances, and
- B. all work rules and/or agreements and practices relating to the assignment of all employees.

ARTICLE 44 **TOTAL AGREEMENT**

44.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure.

SIGNATURE PAGE

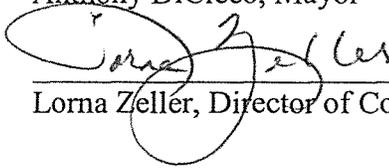
In witness whereof, the parties hereto affix their signatures this 23 day of June, 2015.

FOR THE CITY OF MAYFIELD HEIGHTS

FOR THE UNION

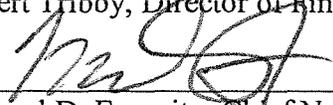


Anthony DiCicco, Mayor

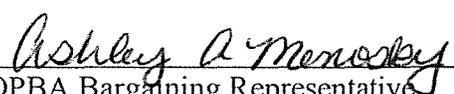


Lorna Zeller, Director of Compliance/HR

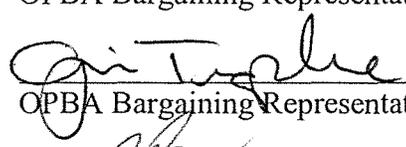
Robert Tribby, Director of Finance



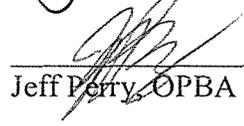
Michael D. Esposito, Chief Negotiator
Clemans, Nelson and Associates, Inc.



Ashley A. Menard, OPBA Bargaining Representative



OPBA Bargaining Representative



Jeff Perry, OPBA Representative

APPENDIX A
CITY OF MAYFIELD HEIGHTS POLICE DEPARTMENT
GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

(Date) (Time)

Nature of grievance, Article and Section allegedly violated. _____

Statement of facts. _____

Relief requested. _____

STEP 1 - CHIEF OF POLICE DEPARTMENT OR DESIGNEE
CITY OF MAYFIELD HEIGHTS

Delivered by Grievant to the Chief of the Police Department or designee.

Received by _____ Date _____

Chief of Police Department Answer: _____

Signature _____ Date _____
(Chief of Police Department)

Received by _____ Date _____
(Grievant)

STEP 2 -APPEAL TO MAYOR

Reason for Appeal. _____

Relief Requested. _____

Signature of Grievant _____ Date _____

Received by _____ Date _____

Mayor's Answer. _____

Mayor's Signature _____ Date _____

Received by Grievant _____ Date _____

If the member is dissatisfied with the Mayor's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Mayor's office within fifteen (15) days of receipt of the Mayor's decision.

APPENDIX B
WAIVER OF PREDISCIPLINARY HEARING FORM

Name of Employee _____

Position of Employee _____

The undersigned hereby notifies the Chief of the Police Department or designee that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 8.03, retaining all rights to appeal the decision of the Chief as set forth in Article VIII, Corrective Action.

Signature of Employee

Date