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**AN AGREEMENT
BETWEEN THE
CITY OF SHEFFIELD LAKE
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**BARGAINING UNIT A: PATROL OFFICERS
BARGAINING UNIT B: SERGEANTS
BARGAINING UNIT C: DISPATCHERS**

**SERB CASE NOS.:
2014-10-MED-1365 (Patrol)
2014-10-MED-1366 (Sergeants)
2014-10-MED-1364 (Dispatch)**

**EFFECTIVE JANUARY 1,2014
EXPIRES DECEMBER 31,2016**

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ARTICLE 1
PREAMBLE

This agreement is hereby entered into by and between the City of Sheffield Lake, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

ARTICLE 2
PURPOSE AND INTENT

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

ARTICLE 3
RECOGNITION

Section 1. The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time Police Officers, Sergeants, and Dispatchers of the City of Sheffield Lake, Ohio's, Police Department as follows:

Bargaining Unit A	Patrol Officers
Bargaining Unit B	Sergeants
Bargaining Unit C	Dispatchers

Excluded from the bargaining unit shall be the Chief of Police and all positions and classifications not specifically included above.

Section 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 4
DUES DEDUCTION

Section 1. During the term of this agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA, and the regular OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said

deductions. No new authorization forms will be required from any employee in the Sheffield Lake Police Department for whom the Employer is currently deducting dues.

Section 2. The initial fees, dues, or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its constitution and bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees, or assessments from the first pay in each calendar month.

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

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the OPBA shall indemnify the Employer for any such liability or damages that may arise.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. The Employer retains the right and the authority to administer the business of the City. In addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate, or hire employees.
- C. To maintain and improve the efficiency and effectiveness of governmental operations.
- D. To determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the workforce.

- G. To determine the overall mission of the employer as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the public employer as a governmental unit.

Section 2. Except as limited by a specific and express provision(s) of this agreement, the management of all phases and details of the Employer's operations and personnel shall remain vested in the Employer.

ARTICLE 6 **EMPLOYEE RIGHTS**

Section 1. An employee may request an opportunity to review his personnel file, and may have a representative of the OPBA present when reviewing his file, provided however, said representatives of the OPBA and/or the employee shall not review the employee file while on duty pursuant to the terms of their employment with the City of Sheffield Lake, should each, either, or both of them be employees of the City of Sheffield Lake. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition of said complaints and/or investigations. An employee, upon reviewing his file, has the right to date and initial all written documents in his file.

Section 2. Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation may be the basis of a charge of refusal to answer questions and/or participating in an investigation. An employee shall have the right to be completely informed of his rights prior to the commencement of any questioning if he could be placed under arrest as the result of the investigation. The employee shall have the right to be informed at the initial contact if he is to be questioned as a witness only.

Section 3. 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 or other necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for reasonable rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording or a copy of such recording at the Employer's expense. No one has the right to make any unrecorded questions, and the employee has the right to have all questions directed through only one questioner.

Section 4. An employee will be informed of the nature of an investigation of himself prior to any questioning of himself unless the necessities of the investigation require that he not be informed of the nature of any investigation of himself prior to any questioning of himself. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised if at the time of the questioning he is being

questioned only as a witness. If at a later time said employee comes under investigation not as a witness but as the person being investigated, the questioning previously carried out of said employee may be used in that investigation and will not be prohibited from being used in that investigation because the employee was not notified that he was under investigation if at the time of the questioning he was in fact not under investigation.

Section 5. With respect to investigations involving criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered and shall be made available to the employee under investigation unless the investigation cannot be meaningfully carried out if the individual under investigation is so notified. If during the course of an investigation it is determined that criminal charges will be filed against an employee, the employee will be notified in writing unless such notifications cannot be given without impeding the investigation.

Section 6. In the course of an internal affairs investigation, a polygraph or computer voice stress analyzer (CVSA) examination will be administered only with the consent of the employee under investigation and the City. The CVSA may not be administered without the knowledge of the employee.

Section 7. Any written complaints filed by a civilian and signed by said civilian against an employee shall be made known to the employee and a copy of the complaint will be furnished to the employee at such time as the complaint can be furnished to the employee without impeding or hindering an investigation that may be undertaken as a result of said complaint. If, however, an investigation is conducted as a result of a written complaint, the employee will be provided with a copy of the written complaint at the conclusion of said investigation.

Section 8. Records of past verbal warnings, written reprimands, or suspensions for violations of any departmental rules or regulations shall not be considered in any future disciplinary matters (a) twenty-four (24) months after the date of the alleged violation in cases of suspension; and (b) twelve (12) months after date of the alleged violation in case of verbal warnings and written reprimands.

ARTICLE 7 **NO STRIKE**

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances under this agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave, or mass resignation, work stoppage, or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this agreement. A breach of this section

may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members, who are in breach of this section.

ARTICLE 8
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), fined, demoted, suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit, but only for just cause. Forms of disciplinary action may include:

1. Letter of instruction and cautioning
2. Written reprimand
3. Suspension without pay
4. Suspension of record (i.e., working suspension)
5. Fines (i.e., forfeiture of accrued leave)
6. Demotion
7. Discharge

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and have the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, or any conduct unbecoming a public employee, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 3. Whenever the Employer determines that a non-probationary employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union representative during the predisciplinary meeting. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the

employee and the Employer shall be consistent with the terms and provisions of this agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 4. Appealable disciplinary actions (i.e., involving loss of pay or reduction in rank) must be filed at Step 3 of the grievance procedure within five (5) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay, excluding working suspensions, may be appealed through the grievance procedure, but is not subject to the arbitration procedure.

Section 5. Any employee under indictment or arrested for a felony may be placed on leave of absence without pay until resolution of the court proceedings. An employee may elect to utilize available paid leave (i.e., vacation, compensatory time). An employee found guilty by a trial court may be summarily discharged.

ARTICLE 9 **ASSOCIATION REPRESENTATION**

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Police Chief.

Section 2. Members of the negotiating committee shall be allowed reasonable time off with prior approval of the Chief to participate in collective bargaining meetings with the Employer.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this agreement.
- B. Grievant - The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the OPBA.

- C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance that is not the grievant.
- D. Days - A "day" as used in this procedure shall mean calendar days excluding Saturdays, Sundays, or holidays as provided for in this agreement.

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

- A. Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this agreement. In the event that the grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void.
- F. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way any of the provisions of this agreement.

Section 4. Procedure.

Step 1. An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor or his designee will schedule an informal meeting with the employee and an OPBA representative, if representation is requested by the employee, within

five (5) days of the notice by the employee. The purpose of the meeting is to discuss the issue in dispute with the objective of resolving the matter informally.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief or his designee shall give his answer within five (5) days of the meeting.

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of decision may be filed with the Mayor. The appeal must be filed within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal.

The Mayor or his designee shall schedule a meeting within seven (7) days of the receipt of the appeal. The meeting will be held with the grievant, his OPBA representative, if requested, and any other parties the Employer deems necessary to provide the required information for the rendering of the proper decision. The Mayor or his designee shall issue a written decision to the employee and his OPBA representative within seven (7) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the arbitration procedure herein contained.

Section 5. As to all notices to be given to the employee and/or his OPBA representative as set forth in this article, such notice shall be deemed delivered to the employee and/or his OPBA representative if said notice is delivered to said employee and/or his OPBA representative by the Employer mailing by registered mail within the time periods required for the delivering of said notice a copy of said notice or decision to the employee and/or his OPBA representative at the following address: 10147 Royalton Road, Suite 2, North Royalton, Ohio 44133. The provisions of this section shall not preclude the Employer from delivering said notification or decision to the employee and/or his OPBA representative by any other method and shall not be deemed to be the sole and exclusive method for delivering such notification or decision.

ARTICLE 11 **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless a step is mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration by submitting written notice to the Mayor and simultaneously requesting the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbitrators. The notice to FMCS shall specify that the arbitrators are to be members of the National Academy of Arbitrators and residents of the State of Ohio.

Nothing herein shall preclude the parties from attempting to mutually agree upon an arbitrator. Additionally, each party shall have the option to completely reject one list of names provided by FMCS and request another list. Within fourteen (14) days of receipt of the list of arbitrators,

each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

The FMCS shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this agreement.

Section 3. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. Should the arbitrator render a split decision, then the fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 4. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena but shall not be compensated by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed one employee and the grievant unless additional employees are requested to be present by the Employer.

Section 5. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties subject to the right of appeal to courts of competent jurisdiction by either party pursuant to the provisions of the Ohio Revised Code relating to appeal from administrative decisions.

Section 6. The failure of the arbitrator to render his decision and award within thirty (30) days from the date the record is closed shall not be interpreted by either party as sustaining or denying the grievance or in any way effecting the outcome of the arbitration, and if said decision and award is not made within thirty (30) days, the decision and award of the arbitrator shall be binding upon the parties when made, unless the parties mutually agree in writing prior to the receipt of the decision.

ARTICLE 12 **NON-DISCRIMINATION**

Section 1. The Employer and the OPBA recognize their rights and responsibilities under federal and state civil rights laws. The parties agree that insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, national ancestry, age, sex, genetic information, military status, or disability.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 13 **GENDER AND PLURAL**

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

ARTICLE 14 **HEADINGS**

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

ARTICLE 15 **OVERTIME PAY AND COURT TIME**

Section 1. An employee who works in excess of eight (8) hours in a twenty-four (24) hour period shall be compensated for each hour at the rate of one and one-half (1 1/2) times his regular hourly rate or he shall receive compensatory time calculated at one and one-half (1 1/2) times his regular rate of pay.

An employee scheduled to work more than five (5) days in succession, regardless of the work weeks involved, shall be compensated at one and one-half times his normal rate of pay for a sixth or seventh consecutive day worked. The Employer shall not be compelled to compensate said employee for the sixth consecutive day worked if the employee is working the sixth day due to the employer making a change in the employee's regular scheduled days off. The changes in the employee's regular scheduled days off shall not occur more than once every two (2) months, unless mutually agreed by the employer and employee.

Section 2. Bargaining unit employees shall have the right to accumulate and carry over a maximum of eighty (80) hours of compensatory time at any given time. There shall no pyramiding of overtime.

Section 3. Whenever approved by the immediate supervisor, employees called into work, attending a department meeting, or appearing in court on behalf of the Employer when the employee is not on duty shall be compensated not less than four (4) hours subject to the method in which compensation is to be received as set forth within Section 1 of this article.

Section 4. Any patrol officer who is designated by the Chief of Police to perform the duties of a higher ranking position for more than two (2) consecutive hours shall be paid at a rate of

compensation equal to that paid for the entry level rate of the next higher ranking position for all hours worked at the higher position. The Chief of Police shall designate an employee to perform the duties of a higher-ranking position by means of departmental, full-time seniority, unless the Chief determines, based on just cause, that the most senior officer is not qualified. At no time shall a part-time employee be designated as the officer in charge when a full-time employee is on duty. Article 15, Section 3, of the parties' collective bargaining agreement does not require a patrol officer who is designated as officer in charge to be paid the higher rate of pay, unless that patrol officer is actually performing the duties of a higher ranking position upon the direction and approval of the Chief. The provisions of this section shall apply to a full-time employee who is assigned to the Detective Bureau; provided, however, such employee shall in no event be paid more than the entry level pay for next higher rank than the rank such employee regularly holds.

Section 5. Whenever overtime or recall is necessary which does not require a specific officer, the senior available officer of the appropriate rank must first be recalled. If more than one officer is needed, such additional personnel shall be recalled from the members of the same rank in order of seniority, provided that, insofar as possible, all overtime and recall shall be rotated between members of the same rank so as to equalize the number of additional duty hours among all such members when averaged over a yearly period.

Section 6. When the Employer requires an employee to be assigned to the City of Sheffield Lake, Ohio Mayor's Court, the Employer shall assign an off-duty officer and shall not call an officer off of road duty to work Mayor's Court, except in an emergency.

Section 7. The Employer shall attempt to notify the employee at least twenty-four (24) hours in advance of the shift for which the employee will be assigned to work.

ARTICLE 16 **WORK RULES**

Section 1. The Union recognizes that the Employer, under this agreement, has the right to promulgate work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this agreement.

ARTICLE 17 **CONFORMITY TO LAW**

Section 1. The agreement shall be subject to and subordinated to any present and future federal, state, and local laws, along with any applicable rules and regulations, and the

invalidity of any provisions of this agreement by reason of such existing or future law or rule or regulation shall not effect the validity of the surviving portions.

Section 2. If the 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 18
DUTY HOURS

The regular work week for all employees of the Employer covered by this agreement will be, except as provided for in Article 15, Section 1, forty (40) hours within a seven (7) consecutive day period starting at 12:01 a.m. Sunday and ending at midnight the following Saturday. Except in instances of schedule changes/adjustments, split shifts, or to cover absences, employees will be afforded two (2) scheduled days off, forty-eight (48) hours in succession.

ARTICLE 19
AGENCY SHOP

All members of the bargaining unit, as identified in Article 3 of this agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual fees for membership in the OPBA as a condition of employment, all in accordance with ORC Section 4117.09.

In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this agreement, entitled Dues Deduction.

ARTICLE 20
HOLIDAYS

Section 1. All employees provided for in this agreement shall receive the following days as paid holidays:

New Years Day	Martin Luther King Day	Easter
Memorial Day	Independence Day	Labor Day
Election Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	Employee's Birthday

Section 2. If an employee is required to work on any of the holidays listed above, he shall be entitled to pay for such time worked at his regular hourly rate of pay. All employees shall also receive one leveling off day for every holiday herein granted and shall be taken as vacation as needed. All leveling days off must be taken within the year earned.

ARTICLE 21
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. Therefore, for the life of this agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter referred to, or covered in this agreement, or which respect to any subject matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated and signed this agreement.

ARTICLE 22
VACATIONS

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)

Section 2. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time.

Section 3. Vacation time shall be awarded on the basis of classification seniority within the City of Sheffield Lake Police Department. Captains, Lieutenants, and Sergeants shall be grouped for the purpose of vacation selection. Patrolmen shall be grouped for the purpose of vacation selection. Employees shall submit their requests for vacation time for the following calendar year during the month of November. The Chief shall approve and post the vacation schedule for the subsequent calendar year prior to the 31st of December. Should more than one officer request the same vacation time, the Chief shall approve such requests on the basis of seniority and good faith operational needs. All vacation time requests made after the 31st of December shall be granted on a first request basis.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department within the City should he elect such a transfer.

Section 5. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

Section 6. Any vacation time that is unused within the year granted, due to the failure of the Chief of Police to approve a request to use the same, shall be carried over for one year. Employees shall receive compensation for all other unused vacation time at the employee's regular hourly rate of pay, by separate check on December 31 of each year.

ARTICLE 23
SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave credit at the rate of 4.6 hours for each bi-weekly pay period or ten (10) hours per month, not to exceed one hundred twenty (120) hours accumulation per year. Service for the purpose of sick leave accrual includes time in active pay status, excluding sick leave.

Section 2. Sick Leave Bonus. The following sick day bonus will be paid on December 1st of each year to those full-time employees who have:

Taken No Sick Days	\$500.00
Taken One Sick Day	\$400.00
Taken Two Sick Days	\$300.00

The sick day year will run from December 1 to November 30. Payment will be made by separate check at the time of the next pay following the completion of the sick day year.

Section 3. Usage. Employees may use sick leave, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee;
- B. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Immediate family member shall include parent, spouse, child or other immediate family member residing in the employee's household.

Section 4. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the

illness from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the employee was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

Medical documentation from a licensed physician is required for verification of use of sick leave for employee medical appointments or employee medical tests that cannot be reasonably scheduled outside of the work hours of the employee.

Section 5.

A. Upon retirement under OPFPF or OPERS as applicable, and with ten (10) years of full-time service with the City, a full-time Officer/Dispatcher shall be entitled to be paid for up to one hundred fifty (150) days of accumulated but unused sick leave.

B. Periodic Sick Leave Conversion

Notwithstanding the above, an employee with twenty (20) years or more of full-time service with the City may convert up to a maximum of one hundred fifty (150) days of accrued and unused sick leave to cash over a three (3) year period. An employee must have a minimum of fifty (50) days or four hundred (400) hours of accrued sick leave available in order to request the periodic sick leave conversion. Periodic sick leave conversion will commence with the first pay period of the month following the periodic sick leave conversion request. Periodic sick leave conversion shall be based upon 15.38 hours per pay period, not to exceed the available accrued and unused sick leave hours. An employee requesting and receiving periodic sick leave conversion shall not be eligible for Step VI pay.

Section 6. An employee who wishes to participate in the Step VI plan as set forth in Article 26, Section 2, must have three hundred thirty-six (336) days of accrued and unused paid leave available (sick leave, vacation, and/or compensatory time with a minimum of two hundred [200] sick days). The three hundred thirty-six (336) days (two thousand six hundred eighty-eight [2688] hours) shall be "frozen" or "banked" (hereinafter Step VI bank), and shall not be available for use by the participating employee. Upon implementation of Step VI pay, paid leave shall be deducted from the participating employee's Step VI bank at a rate of 34.4615 hours per pay period. An employee who elects to terminate Step VI pay prior to the completion of thirty-six (36) months may request release of the Step VI bank, and by so doing shall have the paid leave hours remaining in the Step VI bank restored to his accrual and thereby available for use. Any employee seeking to re-implement Step VI pay must have sufficient paid leave available to

transfer to a Step VI bank to cover the remaining months of Step VI pay for which he is eligible (i.e., pay periods remaining times 34.4615 hours). When the employee subsequently retires, he shall receive all benefits otherwise payable to such employee pursuant to the terms of this agreement.

ARTICLE 24
FUNERAL LEAVE

An employee shall be granted time off with pay (not to be deducted from the employee's accumulated sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. For the purposes of this section, the term immediate family shall include mother, father, mother-in-law, father-in-law, grandparents, child, step-child, spouse, brother, brother-in-law, sister, sister-in-law, grandchild, aunt, and uncle. The employee shall be entitled to a maximum of three (3) working days for each death in his immediate family. It is further provided, however, that if the funeral of the aforesaid deceased immediate family member is more than five hundred (500) miles from the City of Sheffield Lake, Ohio, then in that event, the employee shall be entitled to a maximum of four (4) work days for each death in his immediate family.

ARTICLE 25
JURY DUTY LEAVE

Any employee who is called for jury duty, either federal, county, or municipal, shall be paid his regular salary, less any compensation received from such court for jury duty, as provided for by applicable law be it federal, state, or local.

ARTICLE 26
COMPENSATION

Section 1. Wages for bargaining unit employees shall be as set forth in Appendix A.

Wage increases for the contract term shall be as follows:

January 1, 2014 – 0%
January 1, 2015 – 2.0%
January 1, 2016 – 2.0%

Section 2. An employee, upon completion of a minimum of twenty (20) years of full-time service with the City of Sheffield Lake, including military service, may notify the City at any time of his intent to receive Step VI pay. "Military service" as used herein shall mean credit of up to four (4) years of service with one (1) year of credit for each full year of active duty in a branch of the armed forces of the United States including any year of full-time national guard active duty. An employee must have a paid leave accrual of three hundred thirty-six (336) days or more, with a minimum of two hundred (200) sick days, in order to participate in the Step VI program. Step VI pay shall commence on the first day of the month following the month that said employee has indicated his intent to receive Step VI pay and shall continue

for the next thirty-six (36) consecutive months. Upon commencement of Step VI pay, the three hundred thirty-six (336) days of paid leave shall be "frozen," shall not be available for use by the participating employee, and shall be set aside in a "Step VI" bank in order to effectuate the provisions of Article 23, Section 6. In the event an employee has made a request to stop Step VI pay, then upon re-implementation of Step VI pay said employee shall receive only those months of Step VI pay that had not been previously received.

Annual Step VI Pay shall be divided into twenty-six (26) equal payments and added into the bi-weekly paychecks. As a result of Step VI pay, there shall be no increase compounded into the hourly rates as they are used to determine all compensation including but not limited to overtime. Base pay calculations shall be computed on pay an employee would normally receive if they were not receiving Step VI pay.

Annual Step VI pay is as follows:

Full-Time Patrolmen	\$15,000.00
Full-Time Sergeants	\$16,500.00
Full-Time Dispatchers	\$12,000.00

Reconciliation/leave conversion for Step VI pay shall be in accord with the provisions of Article 23, Section 6.

ARTICLE 27 LONGEVITY

Section 1. All regular full-time employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule: the longevity shall be one hundred twenty-five and 00/100 dollars (\$125.00) per year for each of the first five (5) years of employment completed by a full-time bargaining unit employee commencing with the completion of the fifth year of employment as a full-time bargaining unit employee. No longevity pay shall be paid to any full-time bargaining unit employee until such full-time bargaining unit employee has completed five years of full-time employment. Thereafter, for each year of employment completed, by a full-time bargaining unit employee, such full-time employee shall receive an increase of one hundred twenty-five and 00/100 dollars (\$125.00) for each additional year completed, up to a maximum amount of three thousand one hundred twenty-five dollars (\$3,125.00). The longevity pay for a full-time bargaining unit employee shall be paid bi-weekly, in twenty-six (26) equal payment, which shall be paid on each applicable payday.

Section 2. Effective with the first full pay of January 2007, longevity for full-time bargaining unit employees shall be increased as follows:

<u>Classification</u>	<u>Annual Increment/Maximum</u> (Upon completion of five (5) years of service or more)
Dispatcher	\$135.00/\$3,375.00
Patrol Officer	\$135.00/\$3,375.00
Sergeant	\$150.00/\$3,750.00

ARTICLE 28
MEDICAL INSURANCE

Section 1. The Employer shall make available to all bargaining unit employees the same major medical/hospitalization health care (plan) as provided to other city employees. The Employer shall select carriers/providers and otherwise determine the method of provision and plan coverage. The Employer shall meet with the Union in advance of any selection of coverage that would substantially reduce the overall coverage.

The participating employee may elect either single or family coverage.

Section 2. The Employer agrees to pay ninety percent (90%) of the monthly cost for those bargaining unit employees who elect to receive health care coverage. The employee shall be required to pay the remaining ten percent (10%). Notwithstanding the above, the maximum employee contribution per month shall not exceed the following:

Calendar Year Maximum Employee Contribution January 2011

Single coverage	\$50.00
Family coverage	\$120.00

Calendar Year Maximum Employee Contribution March 2015

Single coverage	\$55.00
Family coverage	\$140.00

Calendar Year Maximum Employee Contribution January 2016 and January 2017

	<u>2016</u>	<u>2017</u>
Single coverage	\$65.00	\$75.00
Family coverage	\$160.00	\$180.00

Section 3. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to notify the Union in advance of such action, and upon written request, to meet with the Union to discuss the new carrier.

Section 4. Notwithstanding the provision(s) of Sections 1-3 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of the agreement. The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Employer and may be subject to change.

Section 5. The Employer shall provide a term life insurance policy for each regular full-time employee in the amount of fifty thousand dollars (\$50,000).

ARTICLE 29 **UNIFORM/CLOTHING/EQUIPMENT**

Section 1. Dispatchers shall receive a uniform allowance in the amount of six hundred fifty dollars (\$650.00) each year. Sergeants and Patrol Officers shall receive uniform allowances of \$710 in 2008, \$760 in 2009, and \$810 in 2010 and thereafter. The uniform allowance for each year shall be paid on or about April 1 of each year.

Section 2. The Employer shall supply, at no cost to the employee, all newly implemented equipment and uniforms required by the Employer in quantities specified by the Employer.

Section 3. Upon presentation to the Employer of evidence of damage to the employee's personal property while performing his/her assigned duties using due caution and without negligence, the Employer will repair, replace, or reimburse the employee for said damaged personal property up to a value/cost of four hundred dollars (\$400.00) per occurrence.

ARTICLE 30 **MISCELLANEOUS**

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

Section 2. Except where an employee is found by a court to have acted in a willful, wanton, or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment to be the limits of insurance carried by the Employer.

Section 3. Paychecks shall be issued on Fridays as they have been issued subject to any decision the City may make as to the time and location of the issuance of paychecks.

Section 4. The OPBA will be allowed such bulletin boards for official OPBA notices as they now have.

ARTICLE 31
LAYOFFS

Section 1. It is the intent of the parties to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, and OAC 123:1-41-01 to 123:1-41-22.

Section 2. Whenever the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employee(s) in writing at least seven (7) calendar days in advance of the date of layoff or job abolishment.

Section 3. The Employer shall determine in which classification(s) and employment status layoff or job abolishment will occur. Within each classification/status affected, layoff shall occur by inverse departmental seniority (i.e., least senior to most senior). However, before any full-time employee is laid off, all part-time officers would be laid off and no part-time employee would be utilized in any fashion without the express written agreement of management and the Union.

Section 4. Employees who are placed on layoff may apply their departmental seniority to displace an employee with departmental seniority in any lower bargaining unit classification in which the displacing employee holds classification seniority and provided he is presently qualified to perform all of the duties of the lower classification. The employee shall receive the applicable rate of pay for that classification. Employees shall notify the Employer in writing within five (5) calendar days of the notice of layoff of their intent to displace another employee.

Section 5. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from each classification/status shall be the first to be recalled. Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of their current address. Employees who refuse recall to a classification/status from which they have been laid off shall lose all seniority and recall rights. Employees who fail to return to work within five (5) work days of the date of recall shall lose all seniority and employment rights. Employees shall remain on the appropriate recall list for two (2) years (twenty-four [24] months) from the effective date of the layoff, provided they maintain any certification required for their position.

ARTICLE 32
INJURY IN THE LINE OF DUTY

Section 1. When an employee is injured or disabled in the line of duty while actually working for the Employer, he shall be placed on paid leave not to exceed one (1) year, providing he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for the number of weeks he

receives benefits under this section. A disability for the purpose of this section shall include an inability to work caused by job induced stress.

Section 2. The Employer shall have the right to require the employee to be examined by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury or disability as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 3. When an employee dies from an on duty injury or from a service connected cause, his spouse, surviving dependents or his estate will receive, in addition to his pension benefits, the deceased employee's salary for one (1) year in twelve (12) equal monthly installments.

ARTICLE 33 **EDUCATION AND TRAVEL**

Section 1. An employee requesting permission to attend any employment-related school or seminar shall submit a written request to the Chief stating the educational objective, probable benefit to the department, and the expected expenses if known. The Chief shall evaluate such requests and he shall make the final determination for attending the requested school or seminar.

Section 2. If the Chief deems it necessary, he may require an employee to attend any work-related school, seminar, or training session.

Section 3. Attendance at any school, seminar, or training session on pertinent police matters shall be compensated at the employee's regular hourly rate for all travel time and attendance. Should the Employer mandate attendance, the employee shall be compensated at the applicable rate for hours of attendance and travel.

Section 4. Any employee of the Sheffield Lake Police Department required by the Chief or his designee to remain overnight to receive training shall receive an allowance for meals at the prevailing city per diem rate. In addition, each employee shall be reimbursed at the prevailing cost for overnight accommodations. Receipts for meals and/or accommodations must be submitted to the Chief or his designee for his approval.

Section 5. The Employer agrees to provide ammunition and facilities necessary for target practice and will compensate employees at the rate of two (2) hours overtime for each shoot scheduled when they are not on duty.

Section 6. If the employee is required or permitted to use his personal vehicle for city business, he shall be reimbursed at the prevailing city rate per mile from and to the city. The Chief or his designee shall approve all such requests.

Section 7. When an employee is required to be away from the City of Sheffield Lake in the performance of departmental business receiving training where it is necessary to secure meals and overnight accommodations and meals and accommodations are not provided, the employee shall be entitled to receive reimbursement for those expenses in accordance with prevailing per diem rates established by the city, subject to submitting receipts and approval by the Chief of Police.

ARTICLE 34
SAVINGS CLAUSE

In the event any one or more provisions of this agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the agreement and all such other parts of this agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 35
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code (ORC) Section 9.44, Chapter 124, nor any local ordinance of the City of Sheffield Lake or Rules and Regulations of the Civil Service Commission of the City of Sheffield Lake, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. The conduct and grading of civil service examinations (as related to the City of Sheffield Lake Civil Service Commission, the establishment of eligible lists, promotional examinations, and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City as may be applicable.

Section 3. ORC 124.57 and 124.388 shall continue to apply to bargaining unit members.

ARTICLE 36
CONTRACTING OUT

Section 1. The City hereby agrees to meet and confer with the Union prior to awarding a subcontract for any work which would, in the normal course of City business, be performed by Sergeants or Patrol Officers. The extent of the work so subcontracted shall not cause:

1. lack of work for full-time bargaining unit employees;
2. any full-time bargaining unit employees to be laid off.

Section 2. The City hereby agrees to meet and confer with the Union prior to awarding a subcontract for any work which would, in the normal course of City business, be performed by Dispatchers.

In the event it is determined necessary to discontinue dispatch services, the City agrees to provide at least sixty (60) calendar days advance notice of any such discontinuation.

ARTICLE 37
DURATION OF AGREEMENT

This agreement shall be in full force and effect beginning January 1, 2014 through December 31, 2016.

EXECUTION

In witness whereof, the parties hereto have caused this agreement to be duly executed on this 5/1 day of 2015.

For the Employer

Donnie B. Boring
[Signature]

For the OPBA

Kevin Lawler
SGT Shaun Alon
Valerie Catalano
Kurt Biber

APPENDIX A

January 1, 2014 - 0%		Annual	Hourly
			Equivalent
Patrol Officer			
Step 1	Start	\$42,766.42	\$20.56
85%			
Step 2	1 Year	\$45,282.09	\$21.77
90%			
Step 3	2 Years	\$47,797.76	\$22.98
95%			
Step 4			
full rate	3 Years	\$50,313.43	\$24.19
Sergeant			
Step 1	Start	\$52,577.43	\$25.28
95%			
Step 2	1 Year	\$55,344.66	\$26.61
full rate			
Dispatcher			
Step 1	Start	\$36,095.57	\$17.35
90%			
Step 2	1 Year	\$38,100.88	\$18.32
95%			
Step 3	2 Years	\$40,106.19	\$19.28
full rate			

APPENDIX A
(continued)

January 1, 2015 - 2%		Annual	Hourly
			Equivalent
Patrol Officer			
Step 1	Start	\$43,621.75	\$20.97
85%			
Step 2	1 Year	\$46,187.73	\$22.21
90%			
Step 3	2 Years	\$48,753.72	\$23.44
95%			
Step 4			
full rate	3 Years	\$51,319.70	\$24.67
Sergeant			
Step 1	Start	\$53,628.97	\$25.78
95%			
Step 2	1 Year	\$56,451.55	\$27.14
full rate			
Dispatcher			
Step 1	Start	\$36,817.48	\$17.70
90%			
Step 2	1 Year	\$38,862.89	\$18.68
95%			
Step 3	2 Years	\$40,908.31	\$19.67
full rate			

APPENDIX A
(continued)

January 1, 2016 - 2%		Annual	Hourly
			Equivalent
Patrol Officer			
Step 1	Start	\$44,494.18	\$21.39
85%			
Step 2	1 Year	\$47,111.48	\$22.65
90%			
Step 3	2 Years	\$49,728.79	\$23.91
95%			
Step 4			
full rate	3 Years	\$52,346.09	\$25.17
Sergeant			
Step 1	Start	\$54,701.55	\$26.30
95%			
Step 2	1 Year	\$57,580.58	\$27.68
full rate			
Dispatcher			
Step 1	Start	\$37,553.83	\$18.05
90%			
Step 2	1 Year	\$39,640.16	\$19.06
95%			
Step 3	2 Years	\$41,726.48	\$20.06
full rate			