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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WARRENSVILLE HEIGHTS

AND

**THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

(DISPATCHERS and CORRECTIONS OFFICERS)

TERM OF AGREEMENT:

January 1, 2015 – December 31, 2017

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**ARTICLE 1
PREAMBLE**

Section 1. This Collective Bargaining Agreement is hereby entered into by and between the City of Warrensville Heights, Ohio, hereinafter referred to as "the Employer" or "the City" and Ohio Patrolmen's Benevolent Association, hereinafter referred to as "OPBA" or "the Union."

**ARTICLE 2
PURPOSE AND INTENT**

Section 1. The purpose of this Agreement is to promote and evidence harmonious relationships, and to fully set forth in writing all agreements between the parties concerning wages, hours and other terms and conditions of employment. This Agreement is the entire Agreement between the parties and it supersedes any and all other prior or contemporaneous agreements.

Section 2. Legal References

- a) This Contract shall be subject to all applicable law(s).
- b) In the event the City or the OPBA is a party to a proceeding (to which the other is not a party) before any tribunal of competent jurisdiction which interprets, invalidates, restrains, or applies to a set of facts (individually and collectively referred to hereinafter as "determination") any provision of this Contract, such party shall serve on the other party a copy of such determination within five (5) days of receipt of said determination. Should any part of this contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

In the event of invalidation of any portion of this Contract by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Contract shall meet within seven (7) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations. However, the failure of the parties to agree upon a substitute for the invalidated provision shall not affect the remainder of this Contract, which shall remain in full force and effect during the term hereof, but the invalidated provisions shall be subject to the dispute resolution procedure set forth herein.

Section 3. Sanctity of Contract. No changes in this Contract shall be negotiated or effected during the duration of this Contract unless there is a written accord by and between the parties hereto to do so. Any changes must be in writing and signed by both parties. Neither party shall attempt to achieve the alteration of this Contract by any means except as provided in this Contract.

Section 4. Enforceability of Contract. This City and the OPBA assert and believe that the provisions of this Contract are enforceable in a court of law. The City believes that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 3 RECOGNITION

Section 1. During the term of this Agreement, the Employer recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and terms and other conditions of employment as required by law for employees in the dispatcher/corrections officer(s)' bargaining unit for which the State Employment Relations Board has certified the OPBA.

ARTICLE 4 DUES DEDUCTION – FAIR SHARE

Section 1. Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of the date of employment, either elect to become members of the OPBA or remit the fair share fee. 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 OPBA and a rebate is available to non-members for expenditures in support of partisan politics or ideological causes not germane to the realm of collective bargaining.

Section 2. The Employer agrees to deduct OPBA dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. All dues and fees so deducted shall be remitted on a monthly basis to The Ohio Patrolmen's Benevolent Association, P.O. Box 338003, North Royalton, Ohio 44133 or such other address as set from time to time by the OPBA. The City will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee.

Section 3. The OPBA shall indemnify the City and hold it harmless against any and all claims, demands, suites or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline, discharge, lay off and

promote, to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force; and work schedules. The Employer reserves without limitations all of the rights and authority to manage the City and the Police Department to the full extent permitted by law, and to use discretion in exercising such rights.

Moreover, except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility, regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include, but are not limited to:

- a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b) Direct, supervise, evaluate, or hire employees;
- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the employer as a unit of government;
- h) Effectively manage the work force; and
- i) Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. The City reserves the right to conduct random drug tests. The City also reserves the right to conduct drug tests in accordance with the Employee and Alcohol and Drug Testing Policy dated August 6, 2002, adopted in its entirety by reference herein.

ARTICLE 6 EMPLOYEE RIGHTS

Section 1. 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 will be the basis of such a charge.

Section 2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Should said questioning and interviewing be conducted during hours other than the dispatchers/corrections officer(s)' regularly scheduled shift, the dispatcher/corrections officer(s) shall receive compensatory time at the appropriate rate, with a four (4) hour minimum. Such questioning and interviewing shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. Questioning and interviewing shall be recorded unless mutually agreed otherwise.

Section 3. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section 4. An employee may request an opportunity to review his personnel file, and may add memoranda to the file clarifying any documents contained in the file. A request for copies of any items included in the file shall be furnished by the Employer. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 5. No dispatcher/corrections officer(s) shall be ordered to submit to a blood test, breathalyzer test, or any other test to determine the percentage of alcohol in the blood except as may be provided otherwise by specific statute.

Section 6. Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief of Police or his designee shall not be included in any personnel file of the dispatcher/corrections officer(s) and may not be used in any subsequent disciplinary procedure. The original complaint and all copies shall be returned to the bargaining unit member against whom the complaint was alleged.

Section 7. All actions of record, including written reprimands, suspensions or dismissal, will be maintained in each member's personnel file throughout his period of employment with the exception that any records of oral reprimands will be removed from the file and destroyed, one year after such was given if no further corrective action has occurred, and any records of written reprimands will be removed from the file upon request of the member, two (2) years after such was given if no further corrective action has occurred. Written reprimands so removed from a personnel file shall be sealed and maintained by the Division of Police. In any case in which a written reprimand, suspension or dismissal is disaffirmed through the Grievance Procedure, or by the Mayor, or by the Civil Service Commission, or by a Court of competent jurisdiction, the personnel record shall clearly indicate such disaffirm.

Section 8. In the course of an internal affairs investigation, a polygraph examination or voice-stress test may be administered at the sole discretion of the chief or his designee. If, in the course of an internal investigation, an employee has been given a polygraph examination or voice-stress test, such examination and/or its results shall not be admissible in any arbitration hearing or any other court action unless mutually agreed upon by all parties.

**ARTICLE 7
NO STRIKE/NO LOCKOUT**

Section 1. 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.

Section 2. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively attempt to prevent any violation of the "no-strike" clause.

Section 3. The Employer shall not lock out any employees for the duration of this Agreement.

**ARTICLE 8
DISCIPLINE**

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action, and an opportunity to respond (orally or in writing) to the Safety Director or his designee before the action becomes effective. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the OPBA.

Section 2. Disciplinary action (i.e., suspension, demotion, and discharge) taken by the Employer shall only be for just cause. Progressive discipline will apply for minor offenses, but suspension or discharge may be imposed without prior progressive discipline for offenses which the employer considers serious. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 3. Any employee placed on suspension and/or subject to any disciplinary action on the part of the City (unless terminated in employment), shall continue to be covered by any existing hospitalization insurance, during any such disciplinary period.

Section 4. Any disciplinary action (i.e., suspension, demotion, and discharge) against a non-probationary employee may be appealed in accordance with the dispute resolution procedure in Article 10 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

**ARTICLE 9
ASSOCIATION REPRESENTATION**

Section 1. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. If an employee representative of the OPBA desires to leave a normal work assignment while acting in the capacity of representative, before leaving an assignment pursuant to this Section, the representative must obtain approval from the Chief of Police or his designee. Except as specified in Section 2, the City shall not be obligated to pay for time spent on union business in excess of 15 minutes per day.

Section 2. One (1) duly elected OPBA member from each bargaining unit shall be granted time off with pay for the purpose of attending seminars and one (1) union meeting per year. The Union shall give the Employer reasonable notice of such convention. Paid time off to attend such meeting and/or seminars shall not exceed two (2) working days per bargaining unit per calendar year.

Section 3. Members of the Union Negotiating Committee will be given paid time off whenever it is necessary to attend negotiating meetings, subject to the needs of the Department.

**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. Except at Step 1, the employee shall have the right to be represented by an OPBA representative. 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 purpose 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, 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 who 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 procedure 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 the 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 employee-wide controversy, it may be submitted at Step 2.
- 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 within the chain of command 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 grievant may be represented by an OPBA representative at any step of the grievance procedure after Step 1.
- f) Except as otherwise provided in Article 8, this grievance procedure shall be the sole and exclusive method of resolving all disputes involving this contract. The OPBA, on behalf of itself and the employees it represents, waives any and all rights to pursue other remedies.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievant may proceed to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall notify the Executive Dispatcher/corrections officer(s) of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Executive Dispatcher/corrections officer(s) or his designee will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed 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.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director 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 Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Safety Director or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing.

Step 4: If the grievant and the OPBA are not satisfied with the written decision at the conclusion of Step 3, a demand for Arbitration may be filed with the Safety Director within fifteen (15) days from the date that the Step 3 decision was issued. An arbitrator shall then be selected by agreement of the parties or, in the absence of such agreement, by the Federal Mediation and Conciliation Service according to its rules. The Arbitrator shall then hold a hearing and issue a decision pursuant to FMCS rules. The Arbitrator's decision shall be limited to interpretation of the contract, and the Arbitrator shall not add to or modify any provision of the contract. The Arbitrator's decision shall be final and binding upon the Union, the employee and the Employer. The cost of the arbitrator shall be shared equally by the Employer and the Union. Expenses of the witness(es), if any, shall be borne by the party calling the witness(es).

ARTICLE 11

NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, or sex.

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, except to the extent authorized by Article 4.

Section 3. A masculine pronoun or adjective, where used in this Agreement, also refers to the female unless otherwise indicated.

**ARTICLE 12
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 agreement 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 or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**ARTICLE 13
CONFORMITY TO LAW**

Section 1. This agreement shall be subject to and subordinate 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 any such existing or future Law or Rule or Regulation shall not affect the validity of the surviving portions. This Section is subject to the parties' right to negotiate certain matters at variance with the law as stated in Ohio Revised Code Section 4117.10.

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 severable surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof has not been included herein. Within sixty (60) days, on request of either party, the parties will meet to renegotiate the invalid provision in accordance with O.R.C. Section 4117.

**ARTICLE 14
DUTY HOURS**

Section 1. For the purpose of this Agreement, a work day shall consist of eight (8) regularly scheduled hours, which commences at the starting time of a regularly scheduled shift. The normal work week for employees shall be forty (40) regularly scheduled hours.

**ARTICLE 15
PREMIUM PAY**

Section 1.

- a) All employees for work performed in excess of forty hours in one (1) week or eight (8) hours in one (1) day, when approved by the Safety Director or his designee, shall be compensated at the rate of time and one-half. Work performed shall include all sick, holiday and comp time. Employee shall have the option of earning overtime in cash or compensatory time, except as herein provided in this Article. Compensatory time cannot be banked beyond 480 hours.
- b) Overtime for dispatchers and correction officers scheduled for twelve (12)-hour shifts shall be paid for hours worked above the normal 80-hours in a two (2) week pay period or twelve (12) consecutive hours in a one-day period and such hours shall be compensated at one and one-half times the regular hourly rate. When scheduled to work an eight (8)-hour shift, overtime shall be one and one-half times the hourly rate for any time worked exceeding eight (8) consecutive hours in one day.
- c) Compensatory time shall be taken with the mutual consent of the Employer and employee; however, the Employer shall have the ability to pay compensatory time at the current wage rate at its discretion for any hours banked in excess of forty (40).
- d) Whenever approved by the City, employees called in to appear in Court will be paid for the actual time they are required to be at Court. Whenever approved by the Chief, employees called in to appear in the Bedford Municipal Court, on behalf of the Employer, for a time period of less than three (3) hours when the employee is not on duty, shall be deemed to have worked three and one-half (3.5) hours, for purposes of pay and overtime compensation. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums.
- e) Whenever approved by the Chief, employees called in to work or appearing in any court other than Bedford Municipal Court, or appearing in depositions or other hearings with respect to cases filed in that court on behalf of the Employer, for a period of less than

four (4) hours when the employee is not on duty, shall be deemed to have worked four (4) hours for purposes of pay and overtime compensation. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal shift of duty he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums.

- f) Any dispatcher/corrections officer(s) whom management designates to act as a Dispatch Training Dispatcher/corrections officer(s) (DTO) shall be paid one (1) hours of straight time for each training shift. Such compensation may be taken as compensatory time.

Section 2. The compensatory time options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act, so long as that Act remains applicable to cities.

Section 3. The City shall give reasonable notice to any changes in the employee's regularly scheduled shift. The City may change the employee's schedule only in instances of emergency, manpower shortage, or at the request of the employee. The employee may not change his/her schedule without the consent of the City. Employees not given reasonable notice to changes in their regularly scheduled shift shall be entitled to four (4) hours at overtime rate of pay or in compensatory time.

Section 4. The City will pay overtime pay in the pay period following the pay period in which it was earned.

Section 5. Family Day. Members may request one (1) day off annually, to be deducted from their accumulated compensatory time, for a graduation, wedding, religious ceremony, or similar family event, and will give at least fourteen (14) days written notice of said request to the City.

ARTICLE 16 HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

| | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Thanksgiving Day |
| Good Friday | Christmas Eve |
| Easter Sunday | Christmas Day |
| Memorial Day | |

Section 2. Employees who do not work on a holiday shall be paid for eight (8) hours at their regular straight-time hourly rate. Employees who work on a holiday shall be paid time and one-half and be given a day off in lieu of the holiday.

Section 3. Each of the holidays set forth about must be earned. Holidays earned for the last half of a year may be carried over into the next year, provided however, they must be used by June 30th of the following year.

**ARTICLE 17
VACATIONS**

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

| <u>Length of Service</u> | | <u>Weeks</u> | |
|--------------------------|------------|--------------|-----|
| After one | (1) Year | Two | (2) |
| After four | (4) years | Three | (3) |
| After eight | (8) years | Four | (4) |
| After fifteen | (15) years | Five | (5) |

Section 2. In computing the vacation time to be allotted to employees, the anniversary date of the initial employment of the employees shall be used to determine the vacation time that an employee is entitled to. He must have completed the number of years indicated to be entitled to the vacation allotment for that period of time. Notwithstanding the provisions of the Ohio Revised Code Sec. 9.44 (or any successor section), vacation time will be calculated solely and exclusively on the basis of service with the City of Warrensville Heights, Ohio. Said calculation shall begin from the date of initial service with the City of Warrensville Heights. Previous service with any other public employer or public entity shall not be credited as service time for purposes of this Ordinance.

Section 3. Vacation time shall be taken at a time approved by the Chief. In order to schedule vacations, for the next calendar year, according to seniority, all bargaining unit employees shall be entitled to bid, between December 1st and December 25th of each year, for up to eighty (80) hours (consecutive) of vacation time during the months of May through September. Once this bid is completed, then another bid shall occur allowing employees to reserve their remaining vacation hours (consecutive or split). The City shall be prohibited from forcing any employee to take off or otherwise expend any of his or her accrued paid leave, including vacation leave. In addition, once leave time-off has been approved, such approval shall not be revoked unless mutually agreed otherwise.

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 should he elect such a transfer.

Section 5. The maximum number of vacation days an employee can accumulate is 42 days. Any employee having unused vacation time may receive monetary compensation for such vacation up to 42 days upon death, resignation, dismissal or retirement, within 75 days of the employee's last day of employment (50 days if rollover into deferred compensation).

Section 6. Up to forty-two (42) days of vacation time may be carried over from one year to another in accordance with current practice (as of 7/29/93).

Section 7. With consent of the City, an employee with 42 days or more accrued vacation can take cash in lieu of one week's vacation each calendar year. Requests received and approved by April 1 will be paid in June. Requests received and approved between April 1 and September 1 will be paid in December.

ARTICLE 18 SICK LEAVE

Section 1. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, injury or death in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month and, commencing with this Agreement, may accumulate prospectively an unlimited amount of sick leave; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) 8-hour work days during such monthly period. Unlimited accumulation begins with actual accumulated sick leave for each dispatcher/corrections officer(s) on the effective date of the contract.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent. The Chief may require a doctor's certificate to verify use of sick leave for three (3) or more days.

Section 4. The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 5. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, and step-parents and step-children.

Section 6. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 7. Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and

who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 8. Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by 30% of the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed twenty-nine (29) days.

Section 9. An employee eligible for cash payment pursuant to Section 8 above, may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

Section 10. Effective January 1, 2012, the existing sick leave bonus program shall be continued. It is as follows:

Compensatory Days

| | | |
|----------------------------------|-------|----------------|
| 0 Sick Days within Calendar year | 4 and | \$380.00 Bonus |
| 1 Sick Days within Calendar year | 3 and | \$380.00 Bonus |
| 2 Sick Days within Calendar year | 2 and | \$325.00 Bonus |
| 3 Sick Days within Calendar year | 1 and | \$275.00 Bonus |

If the patrolmen's current sick leave bonus plan is changed as a result of negotiations or the recommendation or award of a neutral, the dispatchers shall be covered by the same sick leave bonus plan as the patrolmen.

Section 11. Eligible employees are entitled to family/medical leave in accordance with the FMLA. Employees may choose to take other accumulated paid leave (such as vacation, sick leave, or comp time) if the absence qualifies for the paid leave. Such time will be counted against the twelve-week FMLA entitlement, and shall notify the employee at the commencement of the leave.

Section 12. Employees who have a minimum of twenty-two (22) years of service credit with PERS may request to convert the sick leave and vacation leave hours earned in each year of the three (3) years prior to retirement for cash payout only.

Section 13. Employees shall be allowed to donate sick days to fellow employees who have prolonged illness (not a duty-related injury) and who are no less than a week away from exhausting all their accrued time and need to extend their sick leave. Employees must have exhausted their sick leave to be eligible for sick leave donation. When an employee or someone on his behalf requests sick leave donations, that request shall be made to the Union's representative who shall then notify the Chief in writing of the request. The Chief will then post

a notice for twenty (20) working days informing employees about the request for sick leave donations. No donations shall be made after twenty (20) working days. All donations are voluntary and limited to sixteen (16) hours per donating employee. An employee may donate hours or sick leave to a specific recipient by signing and submitting to the Chief a Sick Leave Donation Form. The recipient shall retain all donated sick leave.

Section 14. The City reserves the right to implement a no-fault attendance policy. The City will notify the Union no less than thirty (30) days prior to implementing such a policy and will negotiate in good faith with the Union regarding the policy. If the parties are unable to reach agreement, the Union reserves the right to file for arbitration with AAA within fourteen (14) days of a declaration of impasse. Each party shall present a proposal before the arbitrator, with the arbitrator selecting one or the other proposal based on his/her assessment of which proposal is the most reasonable. The arbitrator's decision must be rendered within thirty (30) days of the hearing date(s) and within sixty (60) days of his/her appointment. If the Union does not timely file for arbitration following a declaration of impasse, the City may implement its last-proposed policy.

The City may modify the policy after one (1) year following implementation. If the City desires to modify the policy it must first provide the Union with no less than thirty (30) days' notice and negotiate in good faith with the Union regarding its intended modifications. In the absence of an agreement, the City may not modify the policy unless it establishes a demonstrable operational need.

ARTICLE 19 BEREAVEMENT LEAVE

Section 1. After six (6) months continuous service on the job, a dispatcher/corrections officer(s) shall be entitled to three (3) calendar days funeral leave, with pay, on the death of a member of his immediate family. Immediate family shall be defined to include the spouse, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the employee. Death must be verified to the satisfaction of the Police Chief. Out-of-state funerals will be entitled to an additional day. Also, additional days may be granted under special circumstances by the Safety Director or his designee.

ARTICLE 20 INJURY LEAVE

Section 1. When an employee is injured in the line of duty, as a result of an act of physical violence, he shall be eligible for a paid leave – not to be deducted from sick leave and not to exceed 120 days. The Employer shall have the right to require the employee to have a physical examination by a medical doctor appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Section. The Employer may require

the injured employee to file Workers' Compensation, and to reimburse the Employer in the amount of payments received thereunder during the 120 days leave period.

ARTICLE 21 JURY DUTY LEAVE

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 22 COMPENSATION

Section 1. Retroactive to January 1, 2015, each step of the wage schedule shall be increased by one and one-half percent (1.5%).

Section 2. Effective January 1, 2016, each step of the wage schedule shall be increased by three percent (3.0%).

Section 3. Effective January 1, 2017, each step of the wage schedule shall be increased by three percent (3.0%).

Section 4. Dispatchers who are required to perform matron duties shall be compensated an additional one dollar (\$1.00) per hour for the entire shift of any shift they are required to perform such duties.

ARTICLE 23 LONGEVITY

Section 1. Commencing with the first day of the anniversary year of employment, an employee shall, in addition to payment of the base salary applicable to the rank involved, receive "longevity service pay" based on the following formula:

- a) Starting with the first day of the second year of service, the employee shall receive an additional sum amounting to one percent (1%) of the annual base salary for the rank involved and continuing without change, at the same percentage rate, through the third year of service.
- b) Starting with the fourth year of service, and each and every even year thereafter, the employee shall receive an additional sum amounting to one-half percent (1/2%) of the annual base salary for the rank involved.

- c) In determining the longevity pay that an employee is entitled to, the percentage rate shall be computed as of the commencement of the year indicated in this Section.

Section 2. When calculating any member of the bargaining unit's overtime rate, the yearly longevity payment will be included as a component of base pay.

**ARTICLE 24
UNIFORM ALLOWANCE**

Section 1. Uniform and maintenance allowances shall be as follows: \$800 per annum for allowance and maintenance to be paid in four (4) equal installments of \$200 to be paid quarterly. The City reserves the right to require dispatcher/corrections officer(s) to present receipts to establish that the allowances were spent for their stated purposes. The City shall not unreasonably exercise this right.

Section 2. The Chief of Police shall prescribe the clothing and equipment to be purchased by newly hired Dispatcher/corrections officer(s) based upon the manual. Each newly hired Dispatcher/corrections officer(s) will be sent to an authorized vendor, who in turn shall direct bill the City for required clothing and equipment purchased.

Section 3. Any probationary Dispatcher/corrections officer(s) leaving the department for any reason within a one (1) year period from date of appointment shall reimburse the City for all monies expended in the purchase of clothing for the party upon termination of employment. The City shall be authorized to deduct from any pay or allowance yet due such employee, any monies it advanced or paid by the City for said Dispatcher/corrections officer's clothing. Employees leaving in the first or second year of employment because of illness or injury occurring on the job are exempt from reimbursement requirements.

Section 4. Any Dispatcher/corrections officer(s) leaving the department for any reason within a two (2) year period from date of appointment shall reimburse the City one-half (1/2) of all the monies expended in the purchase of clothing for the party upon termination of employment. The City shall be authorized to deduct from any pay or allowance yet due such employee, any monies it advanced or paid by the City for said Dispatcher/corrections officer's clothing.

Section 5. If the City changes or issues new requirements for equipment/uniforms, then the City shall issue the new uniform/equipment to all bargaining unit members.

Section 6. Uniforms and equipment should be replaced at City expense when shown to have been damaged in the line of duty.

**ARTICLE 25
INSURANCE**

Section 1. Effective through December 31, 2015, employees shall pay, on a monthly basis, ten percent (10%) of the City's cost for insurance coverage (hospitalization, prescription drug, dental, and vision) except that employees' monthly contributions shall not exceed \$70 per month for single coverage or \$183.20 per month for family coverage. Employees shall pay all applicable copayments/office visits and other associated out-of-pocket cost charges, in addition to the annual deductible of \$750 for single coverage and the annual deductible of \$1,500 for family coverage.

Section 2. Effective January 1, 2016, employees shall pay, on a monthly basis, eleven and one-half percent (11 ½%) of the City's costs for insurance coverage (hospitalization, prescription drug, dental, and vision) except that employees' monthly contributions shall not exceed \$100 per month for single coverage or \$240 per month for family coverage. The office copay shall be \$20 for primary care physicians and \$40 for specialists. The prescription drug copay shall be \$10 for generic drugs, \$25 for formulary drugs, and \$40 for non-formulary drugs. All other aspects of the plan shall remain as in 2015.

Section 3. Effective January 1, 2017, employees shall pay, on a monthly basis, thirteen percent (13%) of the City's cost for insurance coverage (hospitalization, prescription drug, dental, and vision) except that employees' monthly contributions shall not exceed \$100 per month for single coverage or \$240 per month for family coverage. All other aspects of the plan shall remain as in 2016.

Section 4. For all Bargaining Unit members the Major Medical Life Time Maximum benefit shall be increased from Two Hundred Fifty Thousand Dollars (\$250,000.00) to One Million Dollars (\$1,000,000.00) per individual.

Section 5. Each bargaining unit shall select one representative to a Health Insurance Committee. The mayor shall appoint two additional members. The committee shall explore options for health insurance and make recommendations to the City and the Union regarding plan design and employee premium contributions.

**ARTICLE 26
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 and shall pay the employee for the time expended taking such examination.

Section 2. The City will provide a locked bulletin board for OPBA use in the Squad Room. The Safety Director and the OPBA Associates shall have custody of the keys. Political, obscene or insulting material shall not be posted.

Section 3. Subject to approval of the Safety Director, an employee may retain private, part-time employment as long as it in no way interferes with his or her employment with the City. An employee shall not commence part-time employment until approval of the Safety Director has been granted. The decision of the Safety Director shall be final, and approval may be withdrawn at any time. An employee who has retained private, part-time work shall keep the Chief informed of the name and address of the private employer. The decision of the Safety Director shall not be arbitrary and capricious.

Section 4. The City reserves to itself the determination of payment for annual physical examinations for members of the Police Department, and/or any other period of time, under its management prerogative.

Provided such is permissible under applicable federal, state and/or local law, the City shall initiate implementation of a no-cost salary pick-up plan pursuant to Section 414(h)(2) of the Internal Revenue Code. The City shall implement the plan on the first day of a calendar month within forty-five (45) days of the date on which this Agreement has been signed by both parties, subject to obtaining any necessary approval from the Pension. The full amount of the employee's statutorily required contribution to the PERS of Ohio shall be deducted from the gross pay of each bargaining unit Employee and shall be picked up by the City. The employee's pension contribution will not be included in gross taxable income when calculating Federal and State income tax withholding. The pick-up plan has no impact on gross salary.

Section 5. For any benefit for which proration is appropriate, the accrual point for proration shall be the first of the month in which the new hire commences work.

Section 6. In the good-faith discretion of the Chief, which will not be unreasonably withheld, and work schedules permitting, employees may be released from their normal work activity, with pay, in order to attend self-initiated law enforcement related training, even though such training is not mandated by the Department.

ARTICLE 27

LAYOFFS

Section 1. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 3. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 4. Before any full-time employee may be laid-off, all part-time employees will be first laid off.

ARTICLE 28
LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of sound labor/management relations, whenever mutually agreed, twice each year, the Chief and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship/

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meetings may be to:

- a) Discuss the administration of this Agreement recognizing that neither party shall be bound by any aspect or term of the discussion;
- b) Notify the Union of changes made by the Chief which affect bargaining unit members of the Union;
- c) Discuss grievances which have not been processed beyond the Chief's step of the grievance procedure, providing such discussions are mutually agreed to by the parties;
- d) Disseminate general information of interest to the parties;
- e) Discuss ways to increase productivity and improve efficiency;
- f) To consider and discuss health and safety matters relating to employees;
- g) To consider recommendations for changes from the Union in the Standard Operating Procedure, Rules & Regulations; and
- h) To discuss Work Schedules.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Up to one (1) employee representative who is scheduled to be at work during the time of this meeting may, at the Chief's discretion, be able to attend this meeting with no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 29
SAVINGS CLAUSE

Section 1. This Agreement shall be subject to and subordinate to any present and future Federal and/or State laws, and the invalidity of any provision of this Agreement by reason of any

such existing or future law shall not affect the validity of the surviving portions. Further, this Section shall not be applied to invalidate any provision where the parties to this Agreement, acting pursuant to Section 4117.10 of the Ohio Revised Code, intentionally negotiated procedures at variance with State law or Civil Service procedures, rules and regulations.

**ARTICLE 30
DURATION OF AGREEMENT**

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein, shall become effective as of the date of ratification, December 1, 2015, and shall remain in full force and effect through December 31, 2017. If either party desires to make any changes in the Agreement for a period subsequent to its expiration, notice of such a desire shall be given prior to applicable statutory guidelines. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.

**ARTICLE 31
EXECUTION**

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of February, 2016.

FOR THE OPBA

By: 
Jeff Perry

By: 
Lynnesha Hamilton

By: 
Sherri Nova

**FOR THE CITY OF
WARRENSVILLE HEIGHTS**

By: 
Bradley D. Sellers, Mayor

APPROVED AS TO FORM:

By: 
Teresa Metcalf Beasley
Law Director

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
AND THE CITY OF WARRENSVILLE HEIGHTS, OHIO

WHEREAS, the following is an addendum to the Collective Bargaining Agreement between the City of Warrensville Heights and the Ohio Patrolmen's Benevolent Association ("OPBA"), collective referred to herein as "the parties," for the 12-month period commencing upon ratification; and

WHEREAS, this addendum shall be attached to the original Agreement, and shall be considered part thereof, and any inconsistencies shall be resolved in favor of the addendum; and

WHEREAS, the parties have mutually agreed to the terms of this addendum including the issues relative to the 12-hour (twelve-hour) work schedule, and the various effects that same will have on the balance of the collective bargaining agreement between the parties; and

WHEREAS, the parties fully understand that the employer, the City of Warrensville Heights is not in any manner whatsoever relinquishing any of its management rights which, among other things, permit the Police Chief to schedule all employees; and

WHEREAS, the parties further recognize that the Chief of Police and the City of Warrensville Heights are willing to allow a 12-hour (twelve-hour) work schedule on an experimental basis only, same being terminable by the City of Warrensville Heights with thirty days advance notice; and

WHEREAS, none of the terms of this Addendum, which alter the original agreement, apply to any 8-hour (eight hour) shift employees. Such terms are only applicable to the twelve (12) hour shift employees.

NOW, THEREFORE, based upon the mutual agreements between the parties, it is agreed as follows:

1. Effective upon ratification, a twelve (12) hour shift work schedule for the employees will be IMPLEMENTED by the Chief of Police.
2. Certain contractual changes will be ADOPTED in light of the twelve (12) hour shift as more fully set forth in the revised articles attached hereto, and incorporated herein as Exhibit "A", specifically, Articles 15 Section 1 (b) none of which shall apply to anyone other than twelve-hour shift employees, unless same exist in the original contract.
3. The twelve hour shift work schedule will be ADOPTED on a trial basis only, with the understanding that if there are any problems or difficulties with the scheduling of such shifts, or the performance of the officers thereunder in the exclusive opinion of the Chief of Police, that the Chief of Police can unilaterally, and without further bargaining or

discussions with the OPBA or its members, discontinue such twelve hour shift scheduling, and revert back to the eight hour shift scheduling, with 30 days advanced notice to the OPBA.

4. This Addendum will be reviewed each year prior to its expiration date. At that time the Addendum may be renewed for another 12-month period by the Chief of Police.

APPENDIX A

| YEARS | 1/1/2015 | 1/1/2016 | 1/1/2017 |
|--------------|-----------------|-----------------|-----------------|
| | 1.5% | 3.0% | 3.0% |
| 0 | \$36,861.06 | \$37,966.89 | \$39,105.90 |
| 1 | \$37,602.05 | \$38,730.11 | \$39,892.01 |
| 2 | \$38,343.01 | \$39,493.30 | \$40,678.10 |
| 3 | \$39,411.33 | \$40,593.67 | \$41,811.48 |
| 4 | \$40,692.81 | \$41,913.59 | \$43,171.00 |
| 5 | \$41,591.12 | \$42,838.85 | \$44,124.02 |

Years are full years of service as an officer or dispatcher in the City of Warrensville Heights Police Department, except that the Mayor reserves the right to give credit for up to 5 years of police dispatcher experience to a qualified applicant.

Head Dispatcher Wages:

| | |
|-----------------|-------------|
| January 1, 2015 | \$43,433.40 |
| January 1, 2016 | \$44,736.40 |
| January 1, 2017 | \$46,078.49 |

The City will determine whether or not to fill the new head Dispatcher position. If the City does decide to fill it, qualified bargaining unit members will have priority over non-bargaining unit members.