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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WARRENSVILLE HEIGHTS, OHIO

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(ON BEHALF OF DESIGNATED POLICE OFFICERS OF THE CITY OF WARRENSVILLE HEIGHTS, OHIO, PATROL OFFICERS)

(TERMS OF AGREEMENT: UPON RATIFICATION TO DECEMBER 31, 2017)

City of Warrensville Heights, Ohio
4301 Warrensville Center Road
Warrensville Heights, Ohio 44128

Ohio Patrolmen's Benevolent Association on Behalf of Officers (Patrol) of the City of Warrensville Heights, Ohio

Table of Contents

ARTICLE 1 – PREAMBLE 1

ARTICLE 2 – PURPOSE AND INTENT 1

ARTICLE 3 – RECOGNITION 2

ARTICLE 4 – DUES DEDUCTION – FAIR SHARE 2

ARTICLE 5 – MANAGEMENT RIGHTS 2

ARTICLE 6 – EMPLOYEE RIGHTS 3

ARTICLE 7 – NO STRIKE/NO LOCKOUT 5

ARTICLE 8 – DISCIPLINE 5

ARTICLE 9 – ASSOCIATION REPRESENTATION 6

ARTICLE 10 - GRIEVANCE PROCEDURE 6

ARTICLE 11 – NON-DISCRIMINATION 8

ARTICLE 12 - OBLIGATION TO NEGOTIATE 9

ARTICLE 13 - CONFORMITY TO LAW 9

ARTICLE 14 - DUTY HOURS 9

ARTICLE 15 - PREMIUM PAY 10

ARTICLE 16 - HOLIDAYS 11

ARTICLE 17 -VACATIONS 12

ARTICLE 18 - SICK LEAVE 13

ARTICLE 19 -BEREAVEMENT LEAVE 15

ARTICLE 20 – INJURY LEAVE 15

ARTICLE 21 – JURY DUTY LEAVE 15

ARTICLE 22 - COMPENSATION 16

ARTICLE 23 - LONGEVITY 16

ARTICLE 24 – UNIFORM ALLOWANCE 16
ARTICLE 25 – INSURANCE 17
ARTICLE 26 - MISCELLANEOUS 18
ARTICLE 27 - LAYOFFS 19
ARTICLE 28 – LABOR MANAGEMENT COMMITTEE 19
ARTICLE 29 – DURATION OF AGREEMENT 20
ARTICLE 30 – EXECUTION 21
APPENDIX A

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 "City" or the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the 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 held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of 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. The City and the OPBA assert arid 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 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 411.7.09(C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

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 OPBA, 10147 Royalton Rd., Suite J., North Royalton, OH 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, suits 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 and the special operation and procedures of the Warrensville Heights Police Department (Warrensville Heights Police work rules include, but are not limited to, special operations and procedures as set forth in the Special Operations and Procedures Manual); to introduce new equipment, methods of performing work, or facilities; to

determine the size, duties and qualifications of the work force, and work schedules. Except for subjects that are mandatory subjects of bargaining, 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 lay off, 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. The employee, on request, shall have a right to a union representative, who may be a union attorney, during an investigatory interview when the employee has a reasonable, objective belief that discharge or serious disciplinary action is likely to result, provided that the Employer shall not be required to unreasonably delay the interview to permit any particular representative to be present.

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 officers regularly scheduled shift, the officer shall receive compensatory time at the appropriate rare, 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 that 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. Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Safety Director or his designee shall not be included in any personnel file of the officer and may not be used UI any subsequent disciplinary procedure.

Section 6. 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. Records of suspensions shall be removed aid scaled, and no longer be considered in discipline and discharge matters, three (3) years after such was given. Discipline administered for harassment or violence in the workplace shall be reviewed and sealed and no longer be considered in discipline and discharge matters five (5) years after such was given. 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 disaffirmance.

Section 7. 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 lest, such examination and/or its results shall not be admissible in any arbitration hearing or any other court action unless mutually agreed upon by the 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 reasons 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. All Disciplinary action taken by the Employer shall only be for just cause. Progressive discipline principles 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 disciplinary action i.e., 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. Verbal and written reprimands may be processed to the third step of the grievance procedure but shall not be subject to the arbitration procedure. An employee who appeals such disciplinary action to the Civil Service Commission shall waive any right to contest the discipline under Article 10. Conversely, an employee who grieves discipline under Article 10 shall be deemed to have waived any right to contest the discipline through the Civil Service Commission.

Section 4. 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.

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 delegate shall be granted time off with pay for the purpose of attending seminars and one (1) union convention per year. The Union shall give the Employer reasonable notice of such convention. Paid time off to attend such convention and/or seminars shall not exceed two (2) working days for each 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 tile 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 he 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 City 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 term 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.

Section4. 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 Officer of the possible grievance within five (5) days of the occurrence of the facts giving

rise to the grievance. The Executive Officer 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 he 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 he filed with the Safety Director within five (5) days from the date that the Step 3 decision was issued. An Arbitrator shall then be selected by agreement of the parties or, in 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 he 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. The costs of arbitration shall be shared equally by the employer and the OPBA.

ARTICLE 11 – NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to unlawfully discriminate against any employees 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 nonmembers, 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. Where, pursuant to Section 4117.10, the parties have intended to draft a provision which is different than law, then the language of the contract will prevail. Otherwise, this Agreement shall be subject to applicable federal, state and local laws.

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 had 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.

Section 2. The City may change an employee's schedule only in instances of emergency, manpower shortage, or at the request of the employee. The City shall provide no less than 18 hours' notice to any changes in the employee's regularly scheduled shift. Employees not provided at least 18 hours' notice of a change in the regularly scheduled shift shall be entitled to four (4) hours at overtime rate of pay or at compensatory time, except where an emergency (e.g. serious and exigent criminal event, sudden loss of manpower due to specific and unforeseen event) requires less than eighteen (18) hours' notice.

Section 3. When the City places an employee on notice and requires that employee to be on standby (i.e., to make himself available for call-up for duty), the City shall compensate the employee for two (2) hours of overtime, regardless of whether the employee is called for duty.

ARTICLE 15 - PREMIUM PAY

Section 1.

(a) All employees for work performed in excess of forty (40) 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. The 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) 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).

(c) 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 duly 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 quilting 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.

(d) 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 tile Employer, for a time 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, or is required to remain on duty after this 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) An officer assigned to an 8-hour shift, whom management designates to act as a Field Training Officer (FTO), shall be paid one (1) hour of overtime for each training shift. An officer assigned to a 12-hour shift, whom management

designates to act as an FTO, shall be paid one and one-half (1 ½) hours of overtime for each training shift. Such compensation may be taken as compensatory time.

Section 2. Those officers officially assigned to the Police "Accident Investigation Unit" and as a "K-9 officer(s)" and "SWAT officers," as designated by the Chief of Police, shall receive additional annual premium pay of $600.00, payable in monthly increments of $50.00, or such pro rata bases thereof, as will evidence the time officially on duty in such capacity.

Section 3. 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 4. The City will pay overtime pay in the pay period following the pay period in which it was earned.

Section 5. A lower ranking officer who is required to act in a higher rank on a temporary basis shall be entitled to receive the applicable pay rate of the higher rank for all hours served in such a capacity commencing on the first hour in service at the higher rank.

ARTICLE 16 - HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. Christmas Eve
11. Christmas 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, unless modified or amended per specific ruling by Alan M. Wok, Esq.

Section 3. Each of the holidays set forth above must be earned. Holidays are 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 in active service shall earn and be entitled to paid vacation in accordance with the following schedules:

Length of Service	Weeks
After one (1) year	Two (2)
After five(5) years	Three (3)
After eleven (11) years	Four (4)
After sixteen (16) years	Five (5)
After twenty-two (22) years	Six (6)

Section 2. In computing the vacation time to be allotted to Police officers, the anniversary date of the initial employment of the officer shall be used to determine the vacation time that an Officer is entitled to. He must have completed the number of years indicated to be entitled to the vacation allotment for that period of time.

Section 3. 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. Once this bid is completed, then another bid shall occur allowing employees to reserve their remaining vacation hours (consecutive or split). Except as where otherwise provided in this Agreement, 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. Any employee having any unused vacation time, may receive monetary compensation for such vacation and/or holiday time 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 sixty (60) days (480 hours) 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 sixty (60) (480 hours) days or more accrued vacation can take cash in lieu of one (1) 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 1will 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) work days during such monthly period. Unlimited accumulation begins with actual accumulated sick leave for each officer on the effective date of the contract. That is, if an employee has 22 days accumulated sick .leave on the effective date of the contract, he shall continue to accrue from the 22 day base; if an employee has the prior maximum 120 days accumulated sick leave on the books on the effective date of the contract, he shall continue to accumulate from 120 days; etc. Officers who had accumulated more than 120 days before the 120 day cap was negotiated in 1985 shall retain all sick leave they had accumulated up to that point in time, unless such sick leave is used or a severance payment is received in accordance with this Article.

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, stepchildren 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, step-parents, and step-children.

Section 6. An employee who transfers from this 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 tile employee as certified by the Finance Director, providing that such resulting number of days to.be paid shall not exceed fifty (50) 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. The following sick leave bonus program shall be implemented:

		Compensatory Days			
0	Sick Days within Calendar Year	4	and	$275.00	Bonus
1	Sick Days within Calendar Year	3	and	$225.00	Bonus
2	Sick Days within Calendar Year	2	and	$175.00	Bonus
3	Sick Days within Calendar Year	1	and	$100.00	Bonus

Section 11. Employees who have a minimum of twenty-two (22) years of service credit with PFDPF 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 (not as paid wages).

Section 12. 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 13. 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 Police officer 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 he defined to include the spouse, parents, grandparents, grandchildren, children, stepchildren brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the Police officer. 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, 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. The pay scales are attached hereto as "Appendix A" and reflect the following percentage increases.

1. Wages shall be frozen through December 31, 2015.
2. Effective January 1, 2016, wages shall be increased by 3%
3. Effective January 1, 2017, wages shall be increased by 3%

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 thud 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: $1.200.00 per annum for allowance and maintenance to be paid in four (4) equal installments of $300.00 to be paid quarterly. The City reserves the right to require officers 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 police officers. Each newly-hired officer 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 Officer leaving the department for any reason within a one (1) year period from date of appointment shall reimburse the City for all movies 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 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 Police Officer 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 paid officer's clothing.

Section 5. Body armor issued to any officer, shall be subject to inspection and replacement at the option of the City, at any time. Any Officer deeming his/her body armor is worn, damaged, and/or in any other manner not functional may, at my time consistent with department procedure, request the Chief of Police, Executive Officer, and Shift Officer to inspect such garment with the view to immediate replacement, the decision of the Chief of Police and Safety Director being dispositive of the issue, unless the manufacturer's suggested life has been exceeded, in which case the body armor shall be replaced.

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 2. The City shall not be obligated to pay the benefit described in paragraph one of this Article, when it is determined that the employee is covered under another person's plan, as in the case of spouse coverage, or absent from employment without justifiable reason or excuse.

Section 3. The City will provide for and pay the premium, for all full-time employees covered under this Agreement, for a convertible life insurance policy in the face value of $40,000.00, with a "Double indemnity" provision. The employee shall be permitted (at such employee's additional and sole expense) to add, consistent with insurance carrier conditions, a spouse for insurance policy coverage.

Section 4. The City reserves the right to implement a Health Savings Account ("HSA") plan, which employees may enroll in at their option.

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 far 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 the OPBA's use in the Squad Room. The Safety Director and the OPBA 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 decisions or the Safety Director shall not be arbitrary and capricious.

Section4. 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.

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 Board.

The full amount of the employee's statutorily required contribution to the PFDPF 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 which 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 maybe to:

1. Discuss the administration of this Agreement recognizing that neither party shall be bound by any aspect or term of the discussion;

2. Notify the Union of changes made by the Chief which affect bargaining unit members of the Union;

3. 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;

4. Disseminate general information of interest to the parties;

5. Discuss ways to increase productivity and improve efficiency;

6. To consider and discuss health and safety matters relating to employees;

7. To consider recommendations for changes from the Union in the Standard Operating Procedure Rules & Regulations; and

8. 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 – 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 be effective upon ratification and remains binding upon the parties and shall remain in full force and effect until 11:59 p.m., 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 deadlines. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.

ARTICLE 30 – EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 30th day of July, 2015.

APPROVED:

FOR THE EMPLOYER
CITY OF WARRENSVILLE HEIGHTS

By: _____
Bradley D. Sellers, Mayor

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

By: _____

APPROVED AS TO FORM

_____
Theresa Metcalf Beasley, Law Director

2487-14-06
9.22.2015

APPENDIX A

CLASSIFICATION	Period Covered 1/1/2015	Period Covered 1/1/2016	Period Covered 1/1/2017
PATROL DETECTIVE	69,538	71,624	73,772
JUVENILE PATROL OFFICER	69,538	71,624	73,772
FIRST CLASS PATROL OFFICER	67,998	70,037	72,138
OTHER CATEGORIES			
OFFICER - First Six (6) Months	48,142	49,586	51,073
OFFICER - Second Six (6) Months	50,838	52,363	53,933
OFFICER - Next Twelve (12) Months	54,304	55,933	57,610