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AGREEMENT BETWEEN

THE CITY OF MAYFIELD HEIGHTS, OHIO

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(OPBA) PATROL UNIT**

**SERB Case No.
2014-MED-10-1468**

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

TABLE OF CONTENTS

Article	Page
Article 1 Agreement.....	1
Article 2 Purpose.....	1
Article 3 Union Recognition.....	1
Article 4 Non-Discrimination	1
Article 5 No Strike/No Lockout.....	2
Article 6 Management Rights	3
Article 7 Work Rules	3
Article 8 Corrective Action.....	4
Article 9 Personnel Files	5
Article 10 Grievance Procedure.....	6
Article 11 Labor/Management Committee	9
Article 12 Layoff and Recall.....	10
Article 13 OPBA Business.....	11
Article 14 Union Leave.....	11
Article 15 Bulletin Board Space	12
Article 16 Seniority.....	12
Article 17 Dues Deduction.....	13
Article 18 Hours of Work	13
Article 19 Overtime	14
Article 20 Compensatory Time.....	14
Article 21 Wages.....	14
Article 22 Detective Premium	15
Article 23 Longevity.....	15
Article 24 Corporal Status	16
Article 25 Sick Leave.....	17
Article 26 Vacations	18
Article 27 Holidays	19
Article 28 Court Time.....	20
Article 29 Clothing Allowance	20
Article 30 Bereavement Leave.....	20
Article 31 Jury Duty.....	21
Article 32 Leaves Of Absence	21
Article 33 Health Care Coverage.....	21
Article 34 Special On-The-Job Injury Leave.....	23
Article 35 Professional Liability Insurance	25
Article 36 Life Insurance	25
Article 37 Call-In Pay	25
Article 38 Educational Benefit.....	25
Article 39 Merit Day.....	26
Article 40 K-9 Officer.....	26
Article 41 Service Weapon	27
Article 42 Firearms Proficiency	27
Article 43 Severability	28

TABLE OF CONTENTS

Article	Page
Article 44 Waiver In Case of Emergency	28
Article 45 Application of External Law.....	28
Article 46 Duration of Agreement	29
Article 47 Total Agreement	29
Signature Page	33
Appendix A City of Mayfield Heights Police Department Grievance Appeal Form	31
Appendix B Waiver of Predisciplinary Hearing Form	33
Memorandum Of Understanding	34

ARTICLE 1 AGREEMENT

1.01 This Agreement is entered into between the City of Mayfield Heights, Ohio, hereinafter referred to as the "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

ARTICLE 2 PURPOSE

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

ARTICLE 3 UNION RECOGNITION

3.01 The Employer recognizes the Ohio Patrolmen's Benevolent Association, as the sole, exclusive representative for those employees in the bargaining unit listed in Section 3.02.

3.02 Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit as certified by the Ohio State Employment Relations Board, on which certification orders were filed and served upon each party hereto on 4-25-85.

3.03 The term bargaining unit shall be defined as the following:

All full-time Police Officers, excluding Sergeants, Lieutenants, Captains, and the Chief -
SERB Case #2005-REP-09-0139.

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

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

ARTICLE 4 NON-DISCRIMINATION

4.01 Neither the Employer nor the OPBA shall unlawfully discriminate against any bargaining

- C. Predisciplinary conferences shall be held during the member's scheduled duty time, whenever possible. Said member shall remain in paid status for the duration of the conference.
- D. Decision. Within ten (10) calendar days after the conference, the Chief of Police/designee shall provide the employee with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the conference.

8.05 Waiver of Predisciplinary Conference. Prior to the scheduled time of the predisciplinary conference, the member may waive his/her right to such a conference by signing the "Waiver of Predisciplinary Conference" form (Appendix B).

8.06 Disciplinary Appeals. For an employee who has received a suspension, dismissal or reduction in rank, an appeal may be taken directly to step 2 of the Grievance Procedure in accordance with the timeframes for the filing of a Step 1 Grievance.

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

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

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

8.09 It is the goal and policy of both the Employer and the Association to recognize and respect the constitutional rights of all persons. Notwithstanding the above schedule, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the State of Ohio or United States shall be permanently subject to consideration in future disciplinary actions. However, if the employee is subsequently exonerated by a court of law in a criminal or civil action regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the union member has been exonerated.

Further, disciplinary action taken in connection with a violation of the Employer's Drug and Alcohol Testing Policy shall be considered in all future related disciplinary actions involving drug/alcohol violations.

ARTICLE 9 **PERSONNEL FILES**

9.01 It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his/her employees. All employees shall have access to their own

herein may only be extended by mutual agreement of the parties, and are to be strictly enforced.

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

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

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

Step One: Police Chief

A Union member having a grievance will reduce it to writing and present the written grievance to the Chief of the Police Department within ten (10) days of the incident giving rise to the grievance, or within ten (10) days after the member first learned of the incident (not to exceed thirty (30) days from the date of the action or event). The Chief or appropriate designee, shall discuss the grievance with the Union member and respond to the grievance within ten (10) days.

Step 2: Mayor/Designee

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the OPBA. The OPBA will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the OPBA decide to process the grievance further, the OPBA may file an appeal with the Mayor/designee within twenty (20) days after issuance of the Step One decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 decision is in error. The Mayor/designee shall have ten (10) days in which to schedule a meeting with the grievant and the appropriate OPBA representative unless such meeting is mutually waived in writing. The Mayor/designee shall investigate and respond to the grievant and appropriate OPBA representative within ten (10) days following the meeting or the execution of a waiver, as applicable.

Step 3: Arbitration

If the grievance is not satisfactorily settled at Step 2, the OPBA may submit the matter to arbitration by notifying the Employer in writing of its intent to do so. This letter of intent for arbitration must be submitted to the Mayor within ten (10) days following the date the grievance

was answered or rejected by default at Step 2. Within ten (10) calendar days of submission of the letter of intent to arbitrate, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio resident arbitrators, with a copy of such request simultaneously delivered to the Employer. In the event the grievance is not referred to arbitration within the limits prescribed or the list request is not made within the time limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply or default rejection as may be applicable. The arbitration of grievances will proceed under the following guidelines:

- A. Selection of Arbitrator. Once the panel (list) of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference (number one [1] being the first choice), and return the list to the FMCS. FMCS shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting.

Each party shall have the right to reject one (1) panel of arbitrators. The expenses of obtaining the initial list shall be borne by the Union. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS except as modified by the provisions of this Agreement.

- B. Hearing Procedure. The arbitrator shall issue a decision within thirty (30) days after the hearing is closed.
- C. Authority of the Arbitrator. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

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

- D. Arbitrability. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- E. Decision. The decision of the arbitrator shall be final and binding upon the OPBA, the member, and the Employer.
- F. Fees/Expenses. All costs directly related to the services of the arbitrator shall be split equally by the OPBA and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties order a court reporter's recording or request a copy of any transcript.

10.08 Group Grievances. A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several members in the same manner, one (1) member shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance is required to sign the grievance.

10.09 Direct Step 2 Appeals. Any grievance that originates from a level above Step 1 of the grievance procedure may be submitted directly to the step or level from which it originates. No grievance can originate at a level subsequent to Step 2 except with express agreement of the parties.

10.10 Time Limit Calculations. For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

10.11 Vacancies in Steps. In the event the office of Chief of Police or Mayor is vacant and a designee is not appointed, grievances will proceed to the next step, without any loss of time.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

11.01 In the interest of sound labor/management relations, and upon the written request of the Employer or the Union Director, once each calendar quarter and on a mutually agreeable day and time, the Mayor, Police Chief, and/or Finance Director and Executive Officer, shall meet with not more than four (4) Union representatives to discuss issues of mutual Labor/Management interest.

11.02 The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meetings. The agenda, if provided by the OPBA, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;

- B. Notify the OPBA of changes made by the Police Chief which affect the bargaining unit;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when 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 improvement of efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. To consider and discuss any other matter related to terms and conditions of employment.

11.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 12 **LAYOFF AND RECALL**

12.01 Notice. Whenever the Employer determines that a layoff is necessary, the Employer shall notify the affected members, in writing, at least five (5) calendar days in advance of the effective date of layoff. The Employer, upon written request from the OPBA, agrees to discuss with the representatives of the OPBA the impact of the layoff on the bargaining unit employees.

12.02 Procedure. When the Employer determines layoffs will occur, members will be laid off in order of seniority, with the least senior laid off first, providing that all student, temporary, part-time, seasonal, probationary and provisional members in the Police Department are laid off first. A rank officer (Sergeant and above) whose position is abolished may bump/displace a less senior patrol officer. An employee who is so displaced shall receive a notice of layoff in accordance with the provisions of Section 1.

12.03 Recall Rights. Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members shall be recalled, in the inverse order of their layoff, and returned to their prior classification, provided they are qualified to perform the work in the classification to which they are recalled.

12.04 Notice of Recall. Notice of recall shall be sent to the members by registered mail, with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address provided by the employee.

12.05 Return to Duty. The recalled member shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the member's intention to return to work. The member shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice or agreed to by the member and the Chief of Police.

ARTICLE 15 **BULLETIN BOARD SPACE**

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

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

15.03 The OPBA agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial matters, or criticism of the City or any employee.

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

ARTICLE 16 **SENIORITY**

16.01 Seniority shall be computed on the basis of uninterrupted length of continuous full-time service as a sworn police officer with the City of Mayfield Heights except that choices for vacation, holidays, other benefits provided in this contract, and internal choices traditionally made in the police department shall be made in order of seniority.

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

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within seven (7) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation.

16.03. Leaves of Absence. An approved leave of absence or suspension of more than thirty (30) days does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

16.04. Seniority shall prevail in all matters requiring the Employer to consider or evaluate two (2) or more employees within a particular classification for preference to any job benefit on a comparative basis, such as, but not limited to selection of job vacancies, vacation, and holiday leave as described in this agreement, should all other factors in the evaluation process be considered equal. If two (2) or more members are hired on the same date, the member with the highest score on the civil service exam will be considered most senior.

ARTICLE 17 **DUES DEDUCTION**

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

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

17.03 Deduction Procedures/Indemnification. The City agrees to deduct OPBA dues from any OPBA member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09 (C), and the 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.

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

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

ARTICLE 18 **HOURS OF WORK**

18.01 Members of the bargaining unit shall work twelve (12) days at twelve (12) hours and two (2) days at eight (8) hours, for a total of one hundred sixty (160) hours in a twenty-eight (28) day cycle.

18.02 The work schedule will begin on Wednesday at 0600 and will terminate twenty-eight (28) days later on Wednesday at 0600 hours.

18.03 Members may exchange shifts with the approval of the Police Chief within the twenty-eight (28) day work period.

18.04 Members assigned to any other division or bureau within the department shall work a forty (40) hour week as determined by the Police Chief.

18.05 Members assigned to the patrol division shall work only with the platoon to which they are assigned unless a trade in time is approved by the Chief.

ARTICLE 19 OVERTIME

19.01 Any hours worked within the twenty-eight (28) day work period not exceeding one hundred sixty (160) hours shall be paid at the regular hourly rate based on a forty (40) hour work week.

19.02 All hours worked in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period shall be paid at one and one-half times (1 1/2) the regular hourly rate based on a forty (40) hour work week.

19.03 Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holidays, personal days, compensatory time, merit days and vacation days.

ARTICLE 20 COMPENSATORY TIME

20.01 Union members may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the Chief of Police or his designee.

20.02 If a Union member chooses to be compensated for overtime by taking additional time off, the employee must notify the Finance Department in writing of the member's decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the employee's overtime hours. An employee may accumulate a maximum of eighty (80) hours of overtime or the equivalent of one hundred twenty (120) hours' straight time in the compensatory time bank. All overtime worked beyond the above maximum will be paid in cash. All accumulated compensatory time not taken by December 31 of any year will be paid in cash. Whenever an employee takes time off in lieu of compensation, the Chief of Police will notify the Finance Department who will make the appropriate reduction. The employee may rescind the notice to bank overtime at any time prior to December 31, following the date the above notice is served on the Finance Department, but may do so only once. If the employee rescinds the notice, he or she will be paid cash for overtime worked until December 31 of that year.

ARTICLE 21 WAGES

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

		<u>1/1/14</u>
Patrolman	Class A	78,759
Patrolman	Class B	68,115
Patrolman	Class C	58,142

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

23.03 All members meeting the requirements of Section 23.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the employee's anniversary date.

ARTICLE 24 CORPORAL STATUS

24.01 Any Patrolman upon reaching the tenth anniversary of full-time employment in the Police Department may apply to become a corporal, provided the Patrolman has no suspensions in his record for the time periods set forth in Section 8.08. The corporal position is not a position of rank, is not a promotion and carries no authority over any other Patrolman. The corporal position is an honorary position in recognition of years of service and adherence to the standards of the Department. A decision on the application will be made within thirty (30) days after the application is received on the basis of the criteria as determined by the Employer.

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

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

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

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

24.06 Any officer found not qualified to be a corporal will be permitted to reapply. The application must be submitted by December 15 following the loss of corporal status. The Shift Supervisor and Sergeant will submit performance appraisals to the Chief outlining the applicant's

performance during the previous year. The Chief will determine, on the basis of those reports, whether the applicant qualifies for corporal status. The Chief's decision on reapplication is final.

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

ARTICLE 25 SICK LEAVE

25.01 All regular, full-time members shall be entitled to sick leave of 4.615 hours for each eighty (80) hours of service up to a maximum of two thousand and eighty (2,080) hours.

Employees may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other members, and for illness in the member's immediate family, defined as spouse, children and parents residing with the member. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish satisfactory affidavit that the absence was caused by illness due to any of the causes mentioned in this section.

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

25.03 Each regular, full-time member shall upon written request receive, at the end of each calendar year, a total payment not to exceed forty (40) hours at the regular hourly rate of pay, provided that no sick leave has been used during that calendar year. For each hour used, the forty (40) hours will be reduced accordingly. In addition, the amount of the unused sick leave, not exceeding forty (40) hours for which the foregoing payment is made, shall not be reduced from the member's unused, accumulated sick leave as set forth in Section 25.01. Effective January 1, 2017, the employee's accumulated, unused sick time shall be reduced by the number of hours for which the employee received payment, not to exceed forty (40) hours.

Payment for non-use of sick leave as well as for the liquidation of any sick leave in excess of the maximum accumulation, as established under Section 25.04 herein, shall be made in the second pay of January of the subsequent calendar year.

25.04 Any full-time employee covered under the provisions of this Agreement who has at least one thousand (1000) hours of accumulated-unused sick leave may convert any time over one thousand (1000) hours into cash. The rate of conversion shall be one (1) hour pay for every

three (3) hours of accumulated-unused time, up to a maximum of three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year commencing January 1st of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the maximum payout will be decreased from three hundred (300) hours paid per individual to one hundred (100) hours for the remainder of the year.

25.05 For purposes of this Article only, a calendar year shall be defined as December 1 through November 30.

25.06 Members shall receive their conversion payment no later than thirty (30) days following the calendar year.

25.07 Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Chief or designee.

25.08 A member absent for more than five (5) consecutive working days must provide a physician's report upon return to work in order to be eligible for sick leave payment, unless waived by the Police Chief.

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

ARTICLE 26 VACATIONS

26.01 Members covered by this Agreement shall be granted vacation with pay, after one (1) year of continuous full-time service with the City of Mayfield Heights. The vacation schedule shall be as follows:

After one (1) year	80 hours
After six (6) years	120 hours
After thirteen (13) years	160 hours
After nineteen (19) years	200 hours

26.02 Vacation time will be computed from date of hire as a full-time police officer with the City of Mayfield Heights. Members hired before January 1, 2006, who have prior service as a full-time commissioned law enforcement officer, with the State of Ohio or a with political subdivision of the State, shall have their prior service time computed towards their vacation accrual. Members hired after January 1, 2006, shall have prior work as a commissioned police officer with the State or one of its political subdivisions counted for vacation accrual only if permitted by the Mayor at the time of hire.

26.03 All vacation time must be taken within the calendar year or it will be forfeited. Members may make a written request to carry over unused vacation to the Mayor for consideration. The

Mayor shall have final approval to grant a carry-over of vacation leave. The maximum amount of vacation that can be carried over into any subsequent year shall be two (2) weeks. Employees with more than two (2) weeks of vacation carryover can maintain the current amount with no additional carryover, until the balance falls below the two (2) weeks.

26.04 Upon death, resignation, dismissal or retirement the member or the member's estate shall be paid for all accrued vacation leave, at the then current rate of pay.

26.05 Each member is required to take at least two (2) weeks vacation. Members who are entitled to three (3) weeks may waive one (1) (40 hours) week of vacation and convert it to cash and work as scheduled. Members entitled to four (4) weeks or more of vacation may convert two (2) weeks (80 hours) to cash and work as scheduled. Payment will be made in December of the year in which the vacation would have been used. Beginning January 1, 2013, the maximum amount of vacation that can be converted to cash will be sixty (60) hours.

26.06 If a member separates employment in good standing, the member shall be entitled to be paid for all unused vacation time and a pro rata share for all accrued vacation credit for the calendar year in which the member terminates employment. The pro rata share will be determined based on the month and calculated by 1/12 shares.

ARTICLE 27 HOLIDAYS

27.01 All full-time members covered by this Agreement shall receive sixty-four (64) hours of time off with pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Fourth of July
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

An employee who separates from service prior to December of any year will have their holiday time reconciled based upon the month of occurrence of the holiday(s) and the month of separation.

27.02 All full-time members covered by this Agreement shall receive thirty-two (32) hours off with pay as personal time to be taken in eight (8) or twelve (12) increments. Requests for personal time must be submitted to the Chief or his designee seven (7) days prior to the requested day, this time requirement may be waived by the Chief of Police or designee. Requests for personal days will not be unreasonably denied. Twenty-eight (28) hours of personal time must be used prior to November 1 of each year. Any personal days or holidays not used by the foregoing deadline will be paid in cash. An employee who separates from service prior to December of any year will have their personal leave days prorated based upon the number of months worked in the last year of employment.

27.03 If a member is assigned to work on any of the holidays listed in Section 27.01, that member may take another day off, except as qualified by Section 27.02. A member shall have the option to be compensated in cash for the permitted day off and work as scheduled. In order

to be eligible for cash compensation, a notice must be submitted to the Chief of Police or his designee no less than five (5) days prior to the holiday.

27.04 Newly hired union members will be paid for the holidays listed in Section 27.01 as they occur and may take personal days on a pro-rata basis at one (1) for every ten (10) weeks of employment.

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

ARTICLE 28 **COURT TIME**

28.01 Members required to actually appear at Lyndhurst Municipal Court, when not on duty, shall receive a minimum of three (3) hours' pay or all time spent in court as required by the prosecutor whichever is greater.

28.02 Members actually appearing at other Courts or before a Grand Jury, when not on duty, shall receive a minimum of four (4) hours pay or all time spent as required by the pertinent prosecutor whichever is greater. Any member who appears before the Grand Jury by electronic means at the Mayfield Heights Police Department shall receive a minimum of three (3) hours' pay.

28.03 Members who receive subpoenas to appear in court when not on duty and in lieu of actual appearance are ordered by a prosecutor, or other court official with authority, to standby will receive three (3) hours pay for standing by until 12:00 noon. Members ordered to standby without appearance through the afternoon will be paid an additional three (3) hours. Any member ordered to standby without an actual appearance will immediately notify the Chief or his designee of standby status and be subject to further orders.

ARTICLE 29 **CLOTHING ALLOWANCE**

29.01 Each member in the bargaining unit shall be entitled to a clothing allowance of one thousand fifty (\$1,050.00) dollars each year. The clothing allowance will be paid one-half (1/2) in June and one-half (1 1/2) in December of each year.

29.02 All newly hired members of the bargaining unit shall be entitled to receive their entire clothing allowance payable as set forth in Section 29.01 upon reporting for their initial duty.

ARTICLE 30 **BEREAVEMENT LEAVE**

30.01 All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a person in the member's immediate family. Paid leave under this section must be taken in consecutive days within one (1) week of the death of the employee's relation, or at another time with the approval of the Mayor. Paid leave is unavailable on regularly scheduled days off, vacation or holidays. All paid funeral leave must be consecutive working days. The

Employer will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

30.02 Immediate family is defined as the employees':

- A. Spouse and/or children;
- B. Step-children;
- C. Parent;
- D. Brother or Sister;
- E. Grandparents;
- F. Daughter- or Son-In-Law
- G. Mother- or Father-In-Law; or
- H. Step-Parent.

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

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

ARTICLE 31 JURY DUTY

31.01 Any member of the Police Department serving on Jury Duty, other than voluntary jury duty, shall continue to receive the regular rate of pay during Jury Duty. The member may keep any compensation paid by the court.

ARTICLE 32 LEAVES OF ABSENCE

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

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

ARTICLE 33 HEALTH CARE COVERAGE

33.01 All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan and may offer alternate plans. Cost containment measures may be adopted by the City pursuant to the provisions of section 33.03 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s). New members shall be covered at the next monthly enrollment date.

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

33.02 Commencing January 1, 2014, the employees' contribution to health insurance will be ten (10%) percent of the City's costs.

Commencing January 1, 2016, the base health insurance contributions are established at the following amounts:

2016 Base Contribution

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

Commencing in 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on a 40% basis to the Employer's share and a 60% basis to the employee's share of the base contribution, up to the total base employee contribution amount.

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

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

The committee shall consist of one (1) representative from the recognized bargaining units, (1) non-bargaining employee, and up to four (4) administrators/department heads selected by the Mayor/designee. One of the administrators shall be the Compliance Standards Officer, whether

a plan participant or not. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

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

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 33.02; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

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

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

ARTICLE 34 SPECIAL ON-THE-JOB INJURY LEAVE

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

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

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

34.03 Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after the date upon which the injury occurred, or at such earlier time as provided below:

- A. When the member is released by his or her physician to return to work;
- B. At such time that the member is declared capable of performing his or her normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the member shall immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the member is capable of resuming normal, unlimited duties;
- E. Any member applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the Employer's request, file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC). The member shall remit to the Employer all income benefits paid by OBWC for income lost during the period which the member received full pay from the Employer while on leave as provided in this Article. In the event the claim is denied by OBWC, the employee's time off shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for the leave. It is understood and agreed that the Employer's obligation under this Article is only the difference between the member's regular rate of pay and the amount of income benefits paid to the employee by OBWC. Paid on-the-job injury leave is not in addition to OBWC benefits.

34.04 Members who take sick leave because of, and in conjunction with, on-the-job injury leave as required by Section 34.02, will not be considered to have used sick leave for purpose of the incentive provided in Article 25.

34.05 In addition to the foregoing, any member who is involved in a duty related traumatic incident, as defined by the Chief of Police, and who is determined by the Chief of Police to be unable to provide complete and effective service shall be allowed to take up to three (3) days off with pay.

ARTICLE 35 **PROFESSIONAL LIABILITY INSURANCE**

35.01 The City will provide professional liability insurance coverage for all members in the bargaining unit. The expense for said coverage will be paid by the City.

35.02 Employees engaged in City-authorized and City-approved outside law enforcement employment or activities will be covered for those activities and employment. Members must follow departmental policies and procedures for outside employment or activities to maintain this coverage.

ARTICLE 36 **LIFE INSURANCE**

36.01 The City will provide each member with term life insurance in the amount of thirty thousand (\$30,000.00) dollars which will be effective from the date of hire through separation.

ARTICLE 37 **CALL-IN PAY**

37.01 Any member who is called to report for active duty during nonscheduled time, will be paid a minimum of three (3) hours after reporting to the Police Department.

ARTICLE 38 **EDUCATIONAL BENEFIT**

38.01 Members shall be eligible for the reimbursement of tuition plus reasonable costs for books and fees resulting from the member taking courses from an accredited institution of higher learning providing that:

- A. The courses are based on obtaining a degree approved by the Chief and directly related to bona fide police work;
- B. The course(s) has been approved in advance by the Chief with the approval of the Mayor;
- C. The employee obtains a grade of "C" or better;
- D. The grade received and receipt for the tuition are submitted to the Finance Director; and
- E. The amount of tuition to be paid by the City shall be limited to the amount then charged by Cleveland State University with a per-quarter or semester maximum of eight (8) credit hours.

38.02 If an employee receives tuition reimbursement from the City for the first time on or after March 1, 2015, and thereafter separates from employment with the City within three (3) years following the date of the last reimbursement, the employee will be obligated to repay the City for all amounts paid pursuant to this Article.

Upon notice of separation, the employee and a representative of the City shall meet to work out a mutually agreeable repayment plan. Repayment plans may be developed to cover a period of repayment of up to five (5) years, may include periodic lump sum payments and/or monthly

repayment amounts. If a mutually agreeable repayment plan is not attained, the City will develop a plan which may include periodic lump sum payments and/or monthly repayment amounts; in such case, any monthly repayment amounts shall not exceed five hundred twenty-five dollars (\$525.00).

ARTICLE 39 **MERIT DAY**

39.01 The Mayor, after a recommendation from the Chief, is authorized to award members with a "Merit Day."

39.02 The Chief of the Police Department or designee may recommend the award of a merit day to the Mayor when it is believed that a member of the bargaining unit has performed service on behalf of the City of Mayfield Heights that is exemplary or meritorious.

39.03 The final award of a merit day is totally discretionary with the Mayor and any decision regarding the approval of the Chief's recommendation is not subject to the grievance procedure and may not be appealed in any forum.

39.04 A merit day will consist of one (1) shift off duty with full pay and benefits to be assigned by the Chief of the Police Department, depending on availability of personnel, after the Mayor has authorized the award

39.05 A merit day is considered time worked for overtime purposes.

39.06 It is recognized by the parties that the award of a merit day is not a contractual right, but is a privilege, and that the recommendation of the Chief and award of the Mayor, and the basis upon which any merit day is ever awarded or denied, is totally and completely within the discretion of the Police Chief and the Mayor, and that the decision of either is final and unappealable.

ARTICLE 40 **K-9 OFFICER**

40.01 If the City chooses to assign a member to the position of K-9 Officer, that member will receive an FLSA wage adjustment for performance of those duties required outside regular work hours for the care and maintenance of the K-9 animal, including but not limited to, time spent feeding, cleaning, exercising, playing, grooming, transporting, providing health care and for related time incurred in the maintenance of the animal in the amount of three thousand twenty-four (\$3,024.00) dollars each year.

40.02 Any member who agrees to become the K-9 Officer commits to assume the responsibilities as handler of the K-9 animal for the service life of the animal.

40.03 The K-9 Officer agrees to allow the K-9 animal to reside at the K-9 Officer's residence, allowing a kennel to be erected on the residential property, and agrees to devote a considerable amount of personal time to the animal's care.

40.04 The K-9 Officer may not participate in any other specialized unit in the Police Department without the express permission of the Chief of Police.

40.05 The K-9 Officer agrees to maintain the necessary certification of the K-9 unit as required by Section 109:2-7-05 of the Ohio Administrative Code and the City agrees to reimburse the K-9 Officer for all fees in connection with maintaining the certification.

40.06 Whenever possible, the care and training of the K-9 animal will occur during on-duty time. The K-9 Officer will be granted, where possible, sixteen (16) hours per month as training time. This training time may be inter-departmental or multi-agency. If said training time is performed outside of the K-9 Officer's normal duty hours, the K-9 Officer will be compensated at normal overtime rates. The K-9 Officer shall not perform or be compensated for any training time unless it has been approved by the Chief of Police or designee prior to its performance.

40.07 The K-9 Officer may retain possession of the K-9 animal after it is retired from service with the Mayfield Heights Police Department. After retirement of the K-9 animal, it is understood that the City has no further responsibility to the K-9 Officer for the animal or its care.

40.08 In addition to the above compensation, the K-9 Officer will also receive free authorized use of a police department vehicle to transport the K-9 animal to and from work. This vehicle will not be used for any reason other than departmental related activities, as determined by the Chief of Police or designee.

40.09 The City will provide all items necessary for the care of the K-9 animal, including but not limited to food, medical care, kennel facilities, etc., during the active duty life of the K-9 animal.

40.10 The City will provide the K-9 Officer with the agreed upon uniforms at the start of the program. After the initial K-9 uniform is provided, the officer will receive the clothing allowance provided in Article 29.

ARTICLE 41 **SERVICE WEAPON**

41.01 Upon retirement, each member of the Police Department who has carried a service weapon for over a twenty (20) year period may keep the weapon upon retirement as long as all applicable state and federal laws are complied with.

ARTICLE 42 **FIREARMS PROFICIENCY**

42.01 Every member who is required to carry a firearm will be paid two hundred dollars (\$200.00) per year for successful completion of a firearms proficiency program devised by the Mayfield Heights Chief of Police, which will include qualification on all department weaponry, and attendance through the year at all required sessions at the appropriate shooting range with no more than one (1) excused absence. The qualifications developed by the Chief will exceed the requirements for certification adopted by the attorney general with regard to firearms proficiency as required by O.R.C. §§109.743 and 109.801.

42.02 In order to receive compensation under this Article, all requirements must be complete by December 31st of the qualifying year and the members will be permitted the same number of opportunities to qualify as are permitted by the program developed by the Ohio Peace Officer Training Commission under O.R.C. §109.801.

42.03 Members will be paid for successful completion of the program set forth in Section 42.02 in January following the year all qualifications are met.

ARTICLE 43 SEVERABILITY

43.01 In the event any one (1) or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

43.02 If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

43.03 Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 44 WAIVER IN CASE OF EMERGENCY

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

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

44.02 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

44.03 An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency but in any event after a period of no longer than ten (10) days.

ARTICLE 45 APPLICATION OF EXTERNAL LAW

This Agreement constitutes the sole, entire and existing Agreement, supersedes all prior agreements and undertakings, oral or written, express or implied or practices between the parties. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, ORC Sections 9.44 and 737.12, nor any civil service rules adopted by the City, nor

any local city ordinances or local pertaining to wages, hours, terms and other conditions of employment shall apply to employees in the bargaining unit where such matter has been addressed by this agreement, except that Sections 124.34 (A) relative to convictions of a felony, 124.388, and 124.57 O.R.C. shall continue to apply to bargaining unit employees.

Notwithstanding the above, the parties agree that original appointments are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C.

ARTICLE 46 **DURATION OF AGREEMENT**

46.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise provided shall become effective upon execution and shall remain in full force and effect until December 31, 2017.

ARTICLE 47 **TOTAL AGREEMENT**

47.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually 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 of either or both parties at the time they negotiated or signed this Agreement.

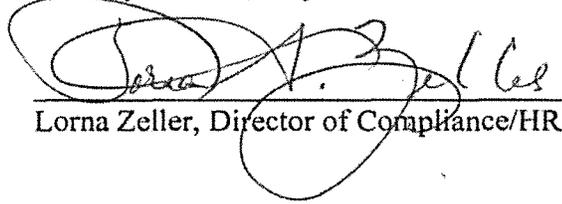
SIGNATURE PAGE

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

For the City of Mayfield Heights



Anthony DiCicco, Mayor



Lorna Zeller, Director of Compliance/HR

Robert Tribby, Director of Finance

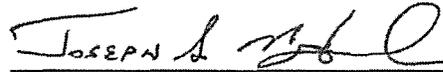


Sandy Conley, Chief Negotiator
Clemans, Nelson and Associates, Inc.

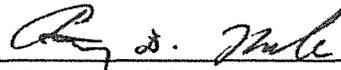
For the Union



Randy Weltman, OPBA General Counsel



OPBA Bargaining Representative



OPBA Bargaining Representative

APPENDIX A
CITY OF MAYFIELD HEIGHTS POLICE DEPARTMENT GRIEVANCE APPEAL
FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance

_____ Date _____ Time _____

Nature of grievance, Article and Section allegedly violated _____

Statement of facts. _____

Relief requested. _____

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

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

Received by _____ Date _____

Chief of Police Department Answer: _____

Signature _____ Date _____
(Chief of Police Department)

Received by _____ Date _____

STEP 2 - APPEAL TO MAYOR

Reason for Appeal _____

Relief Requested _____

Signature of Grievant _____ Date _____

Received by _____ Date _____

Mayor's Signature _____ Date _____

Received by Grievant _____ Date _____

If the member is dissatisfied with the Mayor's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Mayor's office within ten (10) days of receipt of the Mayor's decision.

APPENDIX B
WAIVER OF PREDISCIPLINARY HEARING
FORM

Name of Employee _____
Position of Employee _____

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

I hereby waive my right to a predisciplinary hearing as set forth in Section 8.04, retaining all rights to appeal the decision of the Chief as set forth in Article 8, Corrective Action.

Signature of Employee

Date _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Mayfield Heights ("Employer") and the Ohio Patrolmen's Benevolent Association ("Union"). The parties recognize that the procedures set forth in Section 33.02 of Article 33, Health Care Coverage, of the 2015-2017 collective bargaining agreement (CBA) between the parties, along with the monetary amounts and apportioned percentages therein, are subject to negotiation/change during the 2017 successor negotiations taking into account the parties' 2016 and 2017 outcomes pursuant to Section 33.03 of said CBA.

This Memorandum of Understanding shall be effective upon execution and shall remain in full force and effect until December 31, 2017.

FOR THE EMPLOYER

FOR THE UNION

DATE SIGNED _____

DATE SIGNED _____