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**AN AGREEMENT
BETWEEN THE
CITY OF SHEFFIELD LAKE
AND THE
FRATERNAL ORDER OF POLICE (FOP)
PART-TIME POLICE OFFICERS
PART-TIME DISPATCHERS**

**SERB Case Nos.
2014-MED-11-1575
2014-MED-11-1576**

EFFECTIVE JANUARY 1, 2015

EXPIRES DECEMBER 31, 2017

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ARTICLE 1
PREAMBLE

Section 1. This agreement is hereby entered into by and between the City of Sheffield Lake, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor-Council, Inc., FOP/OLC, hereinafter referred to as the "Union."

ARTICLE 2
RECOGNITION

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

Bargaining Unit #1 All Part-Time Dispatchers
Bargaining Unit #2 All Part-Time Police Officers

Excluded from the Bargaining Unit shall be all other employees and positions not specifically included.

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

ARTICLE 3
DUES DEDUCTION

Section 1. During the term of this agreement, the Employer shall deduct the Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

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

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

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

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

ARTICLE 4
MANAGEMENT RIGHTS

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

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

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

ARTICLE 5
EMPLOYEE RIGHTS

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

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

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

Section 4. If an employee being questioned is, at that time, a witness and not under investigation, he shall be so advised that he is being questioned only as a witness.

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

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

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

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

Section 8. Records of past disciplinary action shall not be considered in future disciplinary matters twenty-four (24) months after the date of the discipline, provided there has been no other intervening disciplinary action.

ARTICLE 6
NO STRIKE

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

Section 2. Neither the Union nor any member of the bargaining unit, for the duration of this agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave, or mass resignation, work stoppage, or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this agreement. A breach of this section may be grounds for discipline. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section.

Nothing in this article shall be construed to limit or abridge the Employer's right to seek any available legal remedies to deal with any unauthorized or unlawful strike.

ARTICLE 7
DISCIPLINE

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

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

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

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

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

Section 3. Whenever the Employer determines that a non-probationary employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to provide the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary notice will contain a description of the alleged misconduct. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

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

Section 4. Disciplinary actions involving loss of pay must be filed at Step 2 of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay, excluding working suspensions, may be appealed through the grievance procedure, but is not subject to the arbitration procedure.

Section 5. Any employee under indictment or arrested for a felony may be placed on leave of absence without pay until resolution of the court proceedings. An employee found guilty by a trial court may be summarily discharged.

ARTICLE 8 **UNION REPRESENTATION**

Section 1. Union representational activities shall normally be conducted during off-duty times. The parties recognize that on occasion it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union and local representatives recognize the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment to perform representational duties pursuant to this section, the local representative must obtain approval from the Police Chief.

Section 2. One (1) local representative shall be recognized by the Employer per bargaining unit. The Union shall notify the Police Chief in writing of the designated representative.

ARTICLE 9
GRIEVANCE PROCEDURE

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

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

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this agreement.
- b. Grievant - The "grievant" shall be defined as any employee or group of employees within a bargaining unit or the Union.
- c. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance that is not the grievant.
- d. Days - A "day" as used in this procedure shall mean calendar days.

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

- a. All grievances shall include the name and position of the grievant; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this agreement. In the event that the grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

- e. The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If a grievance is not timely responded to, the grievant/Union may advance the grievance to the next step. This shall not preclude mutual agreement of the parties to mutually extend a time line(s).
- f. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way any of the provisions of this agreement.

Section 4. Procedure.

Step 1. An employee who believes he may have a grievance shall notify the Chief of Police/designee of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The Chief or his designee shall respond in writing within seven (7) days of the notice by the employee. The Chief/designee shall provide the employee with a written response within seven (7) calendar days of the meeting.

Step 2. If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of decision may be filed with the Mayor/designee. The appeal must be filed within seven (7) days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal.

The Mayor or his designee shall schedule a meeting within seven (7) days of the receipt of the appeal. The meeting will be held with the grievant, his Union representative, if requested, and any other parties the Employer deems necessary to provide the required information for the rendering of the proper decision. The Mayor or his designee shall issue a written decision to the employee and his Union representative within seven (7) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the arbitration procedure herein contained.

Section 5. As to all notices to be given to the employee and/or his Union representative as set forth in this article, such notice shall be deemed delivered to the employee and/or his Union representative if said notice is delivered to said employee and/or his Union representative by the Employer mailing by registered mail within the time periods required for the delivering of said notice a copy of said notice or decision to the employee and/or his Union representative at the following address: 222 E. Town Street, Columbus OH 43215-4611. The provisions of this section shall not preclude the Employer from delivering said notification or decision to the employee and/or his Union representative by any other method and shall not be deemed to be the sole and exclusive method for delivering such notification or decision.

ARTICLE 10 **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration by written submission to the Federal Mediation and Conciliation Service (FMCS) and the Mayor, with a copy to the

Law Director. The written submission shall request the FMCS to submit a panel of nine (9) arbitrators. Within the above thirty (30) day period, the parties may attempt to mutually agree upon an arbitrator. Each party shall have the option to completely reject one list of names provided by FMCS and request another list.

Within fourteen (14) days of receipt of the list from FMCS, the parties will select from the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to FMCS. FMCS shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking).

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

Section 3. The hearing or hearings shall be conducted pursuant to the rules and regulations of the Federal Mediation and Conciliation Service.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. Should the arbitrator render a split decision, then the fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena but shall not be compensated by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed one employee and the grievant unless additional employees are requested to be present by the Employer.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties subject to the right of appeal to courts of competent jurisdiction by either party pursuant to the provisions of the Ohio Revised Code relating to appeal from administrative decisions.

Section 7. The failure of the arbitrator to render his decision and award within thirty (30) days from the date the record is closed shall not be interpreted by either party as sustaining or denying the grievance or in any way effecting the outcome of the arbitration, and if said decision and award is not made within thirty (30) days, the decision and award of the arbitrator shall be binding upon the parties when made, unless the parties mutually agree in writing prior to the receipt of the decision.

ARTICLE 11 **NON-DISCRIMINATION**

Section 1. The Employer and the Union recognize their rights and responsibilities under federal

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

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

ARTICLE 12
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, words whether in the masculine, feminine, or neuter genders, shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 13
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affects any interpretation of such article.

ARTICLE 14
OVERTIME AND COURT TIME

Section 1. FLSA Overtime. The parties acknowledge that the Employer has established an FLSA 207(k) alternative schedule for overtime. Overtime for sworn part-time police officers shall be defined as any hours actually worked in excess of one hundred sixty (160) hours of work during a regular twenty-eight (28) day work cycle.

FLSA overtime shall be paid at one and one-half times the regular hourly rate of pay.

Section 2. Court Time. An employee who is called to court with less than seventy-two (72) hours advance notice and at a time which does not abut his scheduled work hours, shall receive a minimum of four (4) hours of work (e.g., court appearance time, road patrol, etc.).

Notwithstanding the above, an employee may elect to leave work after completion of the court appearance with notice to the Chief of Police/designee. An employee electing to leave work after completion of the court appearance shall be paid for a minimum of two (2) hours of court time, or actual hours worked, whichever is greater.

ARTICLE 15
WORK RULES

Section 1. The Union recognizes that the Employer, under this agreement, has the right to

promulgate work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Any new or modified rule, regulation, or policy which affects members of the bargaining unit, will be posted or distributed prior to implementation or modification. Either party may request a meeting to discuss any new or modified rule, regulation, or policy.

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

ARTICLE 16 **SCHEDULING**

Section 1. Work hours, assignments, and schedules shall be established by the Employer. A work week shall run from 12:01 a.m. on Sunday and end on midnight the following Saturday.

Part-time employees shall not work more than fifteen hundred-four (1504) hours per year.

Section 2. Hours and Availability – Part-time Patrol Officers. Work schedules shall be for a minimum of a twenty-eight day work cycle and shall normally be posted at least fourteen (14) calendar days in advance of the commencement of the cycle. If any modifications are made to the schedule after it is initially posted, the affected employee shall be notified by the Chief of Police or his designee by home phone or cell phone on record with the Chief of Police, or by personal contact.

Part-time patrol officers are required to work an average minimum of twelve (12) shifts per month, to include a minimum of two week end days per month, and availability for all three shifts, in order to remain on the roster of part-time police officers. The Chief of Police, at his discretion, may expressly waive the aforementioned requirements, or a portion thereof, for a limited time period. A part-time patrol officer may submit verification of full-time employment with another employer for consideration by the Chief in scheduling.

Section 3. Hours and Availability – Part-time Dispatchers. Work schedules shall normally be for a twenty-eight day work cycle and shall normally be posted at least fourteen (14) calendar days in advance of the commencement of the cycle. If any modifications are made to the schedule after it is initially posted, the affected employee shall be notified by the Chief of Police or his designee by home phone or cell phone on record with the Chief of Police, or by personal contact.

Part-time Dispatchers are required to work an average of a minimum of sixteen (16) hours per week, and be available to work all three shifts as well as week end shifts; unless expressly waived by the Chief of Police, at his discretion, in order to remain on the roster of part-time dispatchers. A part-time dispatcher may submit verification of full-time employment with another employer for consideration by the Chief in scheduling.

Section 4. Average hours/minimum requirements will be reviewed by the Chief of Police on a quarterly basis. An employee who fails to meet the minimum requirements, absent a specific

waiver of the requirement(s) by the Chief, will receive a written warning from the Chief/designee within thirty (30) calendar days of the conclusion of the applicable quarter. An employee receiving a written warning for a failure to meet the required minimums will be expected to meet the requirement(s) in the quarter in which the warning is received.

Notwithstanding the provisions of Article 7, Section 1, receipt of three (3) warnings within an eighteen (18) month period, absent documented exigent circumstances may be cause for removal from the part-time employee roster and termination from employment.

Notwithstanding the above, the Chief of Police, at his discretion and with the approval of the Mayor, may elect to retain an employee who has been removed from the part-time roster as an intermittent (casual) employee. Casual employees are not recognized as a part of the bargaining units, nor under the provisions of this Agreement.

ARTICLE 17 AGENCY SHOP

Section 1. All members of the bargaining units, as identified in Article 2 of this agreement, shall either (1) maintain their membership in the Union, (2) become members of the Union within sixty (60) calendar days following the beginning of employment or the effective date of this agreement, whichever is later, or (3) pay a service fee to the Union in an amount equivalent to or less than the annual fees for membership in the Union as a condition of employment, all in accordance with ORC § 4117.09.

Within thirty (30) calendar days of execution of this Agreement, the Union shall certify to the Employer, in writing, the amount of the service (fair share) fee. Any changes in the amount of fair share fees to be deducted shall be certified by the Union, in writing to the Employer, at least thirty (30) calendar days in advance of the effective date of the change.

In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 3 of this agreement, entitled Dues Deduction.

Section 2. The Union agrees to indemnify and hold the Employer harmless from any and all liabilities or damages (claims, actions, or proceedings) which may arise from the performance of its obligations under this article. Once fair share fees are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 18 HOLIDAYS

Section 1. A bargaining unit employee who works on any of the designated holidays recognized by the City shall receive straight time for actual hours worked on the holiday.

ARTICLE 19
SICK LEAVE

Section 1. Bargaining Unit employees accrue sick leave credit at the rate of 0.577 hours for each hour worked, to a maximum of eight hundred thirty-two (832) hours.

Section 2. Usage. Employees may use sick leave, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related condition of the employee;
- B. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member;
- D. If a death occurs among a member of the employee's immediate family up to two days of sick leave may be used for the date of death and/or to attend the funeral or memorial.

Immediate family as used herein shall mean spouse, child, step-child, or parent.

Section 3. Sick leave shall be requested as far in advance of the scheduled shift as possible, and in no case later than two (2) hours prior to the start of the scheduled shift.

Section 4. Documentation. Employees shall furnish a satisfactory written, signed statement to request and justify the use of sick leave. A certificate stating the nature of the illness or injury from a licensed medical practitioner shall be required to justify the use of sick leave. The certificate must state that the employee was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date. Falsification of or failure to submit either a written, signed statement or a certificate from a licensed medical practitioner shall be grounds for disciplinary action, including dismissal.

ARTICLE 20
COMPENSATION

Section 1. The pay rates for employees in Bargaining Unit 1 (part-time Dispatcher) shall be as follows:

Training through 1000 hours worked	65% of the top full-time Dispatcher rate
1,001 to 3,000 hours worked	80% of the top full-time Dispatcher rate
3,001 hours worked and above	90% of the top full-time Dispatcher rate

Section 2. The pay rates for employees in Bargaining Unit 2 (part-time Patrol Officer) shall be as follows:

Training through 1000 hours worked	65% of the top full-time Patrol Officer rate
1,001 to 3,000 hours worked	80% of the top full-time Patrol Officer rate
3,001 hours worked and above	90% of the top full-time Patrol Officer rate

Section 3. "Hours worked" as used in Sections 1 and 2 above shall mean the total combined hours worked as a part-time employee (Dispatcher or Patrol Officer as applicable) with the City of Sheffield Lake and as a full-time Dispatcher or Patrol Officer, as applicable, within another jurisdiction within the state of Ohio.

ARTICLE 21 UNIFORM ALLOWANCE

Section 1. Unit "1" Bargaining Unit Members shall receive an annual uniform allowance of \$150.00 each year.

Section 2. Unit "2" Bargaining Unit Members shall receive an annual uniform allowance of \$300.00 each year.

Section 3. All uniform allowance stipends for each year shall be paid with the pay period of April 1st of each year of this Agreement.

Section 4. The Employer shall supply, at no cost to the employee, all newly implemented equipment and uniforms required by the Employer in quantities specified by the Employer.

Section 5. Upon presentation to the Employer of evidence of damage to the employee's personal property while performing his/her assigned duties using due caution and without negligence, the Employer will repair, replace, or reimburse the employee for said damaged personal property up to a value/cost of four hundred dollars (\$400.00) per occurrence.

Section 6. If a newly hired employee separates from service with the City during the initial probationary period, the amount of the uniform allowance shall be reimbursed to the City including deduction from the last pay(s).

ARTICLE 22 PROBATIONARY PERIODS

Section 1. Every newly-hired part-time employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months.

A probationary employee who has lost work time due to illness, injury or other extended absence of thirty (30) calendar days or more, shall have the employee's probationary period extended by the length of the absence.

Section 2. A new-hire probationary employee may be terminated at any time during the probationary period and shall have no right to appeal the termination under this Agreement.

ARTICLE 23
LAYOFF/RECALL

Section 1. It is the intent of the parties, through this article, to establish the procedure by which a reduction in force (layoff or job abolishment) may be accomplished, should the need arise. The provisions herein shall supersede any otherwise applicable statutory provisions, any otherwise applicable local ordinances, and all local rules and regulations of the City of Sheffield Lake Civil Service Commission governing work force reductions.

Section 2. The right to determine the size and composition of the workforce remains vested with the Employer. Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, members of the applicable bargaining unit will be laid off according to retention points. Retention points shall be computed based upon actual hours worked in the applicable classification through the pay period immediately preceding the development/updating of the retention point list for the implementation of a workforce reduction.

The Employer shall determine in which classification(s) and employment status(es) (full and/or part-time) the layoff will occur. If a reduction of part-time employees is determined necessary, layoff shall occur based upon retention points within the affected classification. The employee with the least amount of retention points will be laid off first, up to the number determined necessary.

Section 3. Recall Rights. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of one (1) year. A recall from layoff will be based upon retention points (e.g., last laid off, first recalled) within the affected classification. Employees are to participate in required training as designated by the Chief during the recall period in order to remain qualified.

Section 4. Notice. A member subject to layoff will be provided a seven (7) calendar day advance notice of such action. A member subject to recall will be provided a fourteen (14) calendar day advance notice of such action.

Notices shall be hand delivered or sent by certified mail to the employee's last address of record with the City.

ARTICLE 24
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. Bargaining unit employees in Bargaining Units 1 and 2 are unclassified employees and therefore exempt from the provisions of Ohio Civil Service Law.

ARTICLE 25
MEDICAL EXAM

Section 1. If the Employer has reason to believe an employee is unable to fulfill the essential functions of the position by reason of illness or injury, including pregnancy and medical conditions related thereto, the Employer will require the employee to undergo a medical and/or

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

Section 2. If such examination indicates that the employee is unable to perform the essential functions of the position, the employee will be placed on sick leave for any hours scheduled in the applicable work cycle. Upon exhaustion of accrued leave, the employee will be separated from employment.

ARTICLE 26
OBLIGATION TO NEGOTIATE

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

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

ARTICLE 27
DURATION

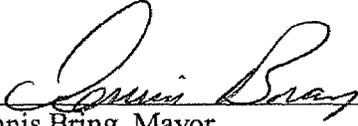
This agreement shall be effective as of January 1, 2015, and shall remain in full force and effect through December 31, 2017.

If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent not later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice may be submitted earlier by either party, but not earlier than one hundred eighty (180) days prior to the expiration date. Such notice shall be by certified mail with return receipt or regular mail with a corresponding email notice.

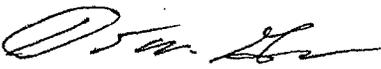
EXECUTION

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

FOR THE EMPLOYER



Dennis Bring, Mayor

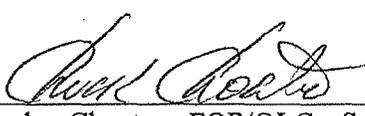


David M. Graves, Law Director



Sandy Conley, Chief Negotiator

FOR THE UNION



Chuck Choate, FOP/OLC Senior Staff
Representative

