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AGREEMENT

BETWEEN THE

CITY OF CLEVELAND HEIGHTS
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

CLASSIFIED POLICE OFFICERS
UNCLASSIFIED SERVICE BASIC PATROL OFFICERS

Commencing: April 1, 2015
Terminating: March 31, 2018

SERB CASE NO.: 2014-MED-11-1596

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PREAMBLE

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

PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships between the Employer and employees and to ensure orderly and uninterrupted efficient operations, the Employer and the OPBA each desire to enter into an agreement reached through collective bargaining.

ARTICLE 1
RECOGNITION

The Employer agrees to recognize the OPBA as the representative of employees in the following bargaining unit certified by SERB in Case Nos. 2012-REP-12-0146 and 2012-REP-12-0147: all Patrolmen, Patrolwomen, Detectives, and Basic Patrol Officers below the rank of Sergeant on the Cleveland Heights Police Department, including investigators, and excluding all other employees.

ARTICLE 2
DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct assessments and regular monthly dues levied by the OPBA from the wages of those employees who have voluntarily signed a dues deduction authorization form. No new authorization form will be required for any employee for whom the Employer is currently deducting dues. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of dues or initiation fees.

Section 2. The OPBA shall establish the amounts of assessment or monthly dues and shall certify to the Employer, in writing, the amounts due and owing from the employee involved. The Employer shall make the deduction from the first pay in each month and issue a check in the amount of the dues withheld within thirty (30) days to the treasurer of the OPBA. Changes in rates of deductions shall be effective not later than thirty (30) calendar days after notice is received by the Employer.

ARTICLE 3
AGENCY SHOP

Section 1. All members of the bargaining unit, as defined in Article 1 of this Agreement, who have been employed by the City for sixty (60) days or more, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service (fair share) fee to the OPBA in an amount not to exceed the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code, Section 4117.09.

In the event that a service fee is 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 2 of this Agreement, entitled Dues Deduction.

Section 2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share (service) fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

The City of Cleveland Heights shall maintain the exclusive right to:

1. Determine matter 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 service, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Employer as a unit of government;

8. Effectively manage the work force; and

9. Take actions to carry out the mission of The Public Employer as a governmental unit.

10. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.

ARTICLE 5
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures

that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Notice. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union at least five (5) calendar days in advance of the effective date, and if requested, meet with the Union to discuss the matter. In the event that the modification or implementation is being made in connection with an exigent circumstance or potential safety hazard, such shall become effective immediately upon notification to the employee(s).

Section 3. No Violation of Contract. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any term or provision of this Agreement. To the extent the Union believes such has occurred, it shall have the ability to file a grievance.

ARTICLE 6
EMPLOYEE RIGHTS

Section 1. Employees in the bargaining unit covered by this Agreement shall have the right to:

A. Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in, except as otherwise provided in Chapter 4117 of the Revised Code, any employee organization of their own choosing.

B. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid protection.

C. Representation by an employee organization.

D. Bargain collectively with their public employers to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements.

E. Present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

Section 2. An employee has the right to the presence of an OPBA representative and/or attorney at all disciplinary hearings and/or disciplinary interrogations, if requested by the employee. Such rights shall not be exercised for the purpose of unreasonable delay. An "interrogation" means that the Chief or his designee has conducted a preliminary fact-finding investigation and has determined that reasonable grounds may exist for disciplinary action against an employee.

Section 3. Before an employee may be charged with any violation of a City policy or rule for a refusal to answer questions or to participate in an investigation, he shall be advised that his

refusal to answer such questions or to participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 5. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. If the City tape records an investigatory interview that results in the issuance of discipline, it shall provide a copy of the tape to the OPBA after the Union initiates a grievance related to the discipline.

ARTICLE 7
HOURS OF WORK

Section 1. The normal workweek for employees shall be forty (40) hours per week. Nothing contained in this Article shall prohibit the scheduling of additional hours in excess of forty (40) hours per week as may be determined by the Employer.

Section 2. Employees scheduled to work an eight (8) hour shift shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours per day and/or eighty (80) hours in a two-week work period. Employees scheduled to work a twelve (12) hour shift shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of twelve (12) hours per day and/or eighty (80) hours in a two-week work period. An employee's regular rate of pay shall be determined in accordance with applicable law.

Section 3. **Compensatory Time**. Each bargaining unit employee shall have the option of banking overtime as compensatory time, at the rate of one and one-half (1.5) hours for each overtime hour worked. Each bargaining unit employee may accumulate a compensatory time bank of up to a maximum of forty–eight (48) hours. Effective in calendar year 2016, compensatory time may be accrued to a maximum of ninety-six (96) hours. Compensatory time off must be used in full shift increments (eight [8] or twelve [12] hours) and must be approved by the Chief or his designee.

A bargaining unit employee may elect to be paid for up to forty (40) hours of accrued and unused compensatory time once per calendar year. The employee must submit a written request for conversion to the Chief of Police by November 1 of the applicable calendar year. Compensatory time conversion to cash will be paid in December of the calendar year. The compensation elected in the form of a cash payout shall reduce the compensatory time balance proportionately by the number of hours converted.

Section 4. Court Time. For a required off-duty court appearance during morning or afternoon court sessions, all officers will be paid three (3) hours at the overtime rate or paid for the actual hours worked, whichever is greater.

Section 5. Call-In Pay. Any employee called into work during his off-duty hours, other than for disciplinary reasons, will receive two (2) hours pay at the overtime rate or pay for actual time worked, whichever is greater.

ARTICLE 8
VACATION

Sworn members of the police shall accrue vacation leave and leave in lieu of holidays according to the following schedule:

Length of Consecutive Service	Accrual Per Pay Period
Up to and including the sixth year	6.46 hours
7 years up to and including 12 years	8.00 hours
13 years up to and including 18 years	9.54 hours
19 years or more	11.08 hours

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the Chief of the department in line with the needs of the Police Department. For smoothness in scheduling in the Police Department, vacation leave may be taken before actually accrued upon approval of the Chief of the Department. When an employee terminates his employment with the City, the Director of Public Safety shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period can be carried forward into the next calendar year without written consent of the City Manager. Employees shall be paid for vacation leave and leave in lieu of holidays accrued but unused at the termination of their employment, provided, however, that no employee shall be entitled to any vacation or reimbursement for unused vacation until such employee has worked six (6) months or more.

ARTICLE 9
SICK LEAVE

Section 1. All employees shall accumulate sick leave at a rate of 4.6 hours for every eighty (80) hours worked. Sick leave accumulation will not be capped.

Sick leave granted under this section shall be administered pursuant to rules adopted by the City Manager.

Section 2. Employees who have been in the employ of the City for two (2) consecutive full years, but less than five (5) consecutive full years, may be eligible for payment of accrued unused sick leave, upon termination of employment for other than disciplinary reasons.

The City will pay unused sick leave according to the following formula: Unused sick leave multiplied by the appropriate conversion ratio. The following schedule shall be used in determining the proper conversion ratio: Two (2) consecutive full years, but less than Five (5) consecutive full years.

Accrued Sick Leave	Conversion Ratio
0 – 320 hours	1/4
321 - 640 hours	1/3
641 - 960 hours	1/2

For officers who have been in the employ of the City for over five (5) consecutive full years he/she shall be paid out at the time of separation a maximum payout of one-half (1/2) or 50% of sick time accumulated with a maximum of one thousand five hundred (1,500) hours for payout purposes. Therefore, the maximum payout that could be achieved is seven hundred fifty (750) hours.

For purposes of this subsection, the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided by 2,080 hours.

Sick leave granted under this section shall be administered pursuant to rules adopted by the City Manager.

ARTICLE 10
HEALTH INSURANCE

Section 1. During the term of this Agreement, the City will provide health insurance for all employees. Dental coverage will be capped at one thousand five hundred dollars ($1,500.00) per individual per year. The City reserves the right to change insurers or to provide insurance through a self-funded program, provided that the benefits for the Base Plan are equivalent to or better than those of the current County of Cuyahoga Regionalization Plan "A" (also known as MMO plan "A"). These benefits include:

A. Comprehensive major medical with deductibles and co-pays contained in current County of Cuyahoga Regionalization Plan "A."

B. A twenty-five dollar ($25.00) co-payment per office visit In-Network at physician's office.

C. The prescription drug co-pays shall be fifteen dollars ($15.00) for generic prescription drugs and thirty dollars ($30.00) for brand name prescription drugs, for thirty (30) day retail supply if the employee buys the generic or brand name drug from an In-Network Provider.

D. Effective April 1, 2015, the Employer shall contribute ninety percent (90%) of the cost of the plan elected by the employee for health care, prescription, and any ancillary benefit coverage. Each participating employee shall be responsible for any costs above the amount of the established Employer contribution, i.e., ten percent (10%) of the cost for coverage.[1]

The City may offer additional plans as alternatives to the Base Plan – for example, the current County of Cuyahoga Regionalization Plan "B" (also known as MMO Plan "B"), City of Cleveland Heights MetroSelect Regional Plan, and/or HealthSpan City of Cleveland Heights HMO Plan – which alternatives shall be optional for employees.

The City shall provide dental insurance which includes:

1. Preventative services paid at 100% of eligible costs.

2. Basic and major services paid at 80% - 20% co-insurance upon satisfaction of deductibles.

Section 2. In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan or such other appropriate tier, as applicable. The same rule applies to dental insurance.

Section 3. Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

Section 4. A $10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 5. Effective with the 2014 plan year, the City shall utilize an ad hoc Health Care Committee consisting of representatives of the City (selected by the City) and of the City's bargained for and non-bargained for employees (with no more than one (1) representative from each of the City's bargaining units), which shall review the group health care benefit plan options made available to City employees. The Committee may recommend to the City any benefit changes designed to contain health care benefit costs, but the City retains full discretion and authority to determine the benefit plans made available to City employees, subject to the restrictions above in Article 10, Section 1.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Definitions.

A. Grievance - A dispute between an employee and the City, or between the OPBA and the

[1] For HealthSpan (an alternative plan offered at the City's option and optional for employees), the 90%/10% premium sharing is for employees already enrolled in HealthSpan. For new HealthSpan enrollees, the City pays the same as it pays for single or family MMO Plan A including Rx and dental, and the employee pays the remainder of the HealthSpan premium including dental.

City, alleging a violation of a specific provision of this Agreement.

B. Grievant - Any employee or group of employees represented by the OPBA.

C. Day - Calendar days, excluding Saturdays, Sundays or holidays as provided in this Agreement.

Section 2. Grievance Procedure. The grievance procedures set forth below shall not preclude discussions between employees and the Chief or his designee regarding workplace issues.

Step 1.

Members of the bargaining unit represented by the OPBA, who believe in good faith to have a grievance, shall within five (5) days of the occurrence of the facts giving rise to the grievance, in writing, notify the Chief of Police of the nature of the grievance. The Chief of Police shall meet with the grievant within five (5) days. An individual grievant, at his option, may have a designated OPBA representative and/or attorney present at the meeting. If any such grievances are resolved or settled, the City will provide a copy of the grievance settlement to the OPBA. The Chief of Police shall give his written answer within five (5) business days of the meeting.

Step 2.

In the event that the grievance is not settled in Step 1, within five (5) days after the Step 1 response the grievance shall then be submitted in writing to the Director of Public Safety/City Manager of the City or her designee, who shall thereafter meet and discuss the grievance with the individual and/or the designated representative of the OPBA within five (5) business days of receipt of the grievance at Step 2. The Director of Public Safety/City Manager or her designee shall provide a written response to the grievant within five (5) business days of the meeting.

Step 3.

In the event that the grievance is not settled in Step 2, the OPBA may, within ten (10) days of the receipt of the Step 2 response of the Safety Director/City Manager, submit the grievance to final arbitration under the voluntary labor arbitration rules of the American Arbitration Association (list only). In the event that the OPBA fails to submit the grievance to arbitration within the ten (10) day period, the grievance shall not be processed further.

The arbitration hearing shall be conducted under the "Rules of Voluntary Arbitration" of the American Arbitration Association. The fees and expenses of the neutral arbitrator and the costs of the hearing room will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

Section 3. In the event that the grievance proceeds to arbitration, the arbitrator shall have jurisdiction only over the dispute arising out of the grievance and in reaching his decision, the arbitrator shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section 4. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure shall be final, conclusive, and binding upon the City, OPBA, and employees of the Cleveland Heights Police Department, it being understood, however, that this section does not preclude either the City or the OPBA from filing an action to vacate an arbitration award.

Section 5. Once a grievance is timely filed, the parties may, by mutual agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

ARTICLE 12
APPEAL OF DISCIPLINARY ACTION

Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance and arbitration procedures of this Agreement, with the exception that disciplinary action involving a three (3) working day suspension or a lesser form of discipline may only be grieved to Step 2 but shall be excluded from arbitration and not subject to arbitration under this Agreement.

ARTICLE 13
TENURE AND LAYOFF

Section 1. Continued employment of members of the bargaining unit shall be based on the concept of merit employment and shall require good behavior and efficient service of the employee. In addition to good behavior and efficient service, each employee shall be required to maintain all necessary skills, abilities, and certifications required by the Police Department.

Section 2. Employees may be laid off as a result of lack of work, lack of funds, position abolishment, or for efficiency of service. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction and the reason for the layoff.

In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their department seniority within the affected job classification (last hired, first laid off). For the purpose of calculating department seniority, the date of an employee's seniority shall commence from his latest date of hire in a full-time position in the Department of Police.

A Captain who is laid off may displace into a vacation position in the Lieutenant classification or may displace the least senior Lieutenant provided he has higher Department seniority. If a Captain is unable to displace into a Lieutenant position, he may displace into a vacant position in the classification of Sergeant, or may displace the least senior Sergeant, provided he has higher

Department seniority. If a Captain is unable to displace into a Sergeant position, he may displace into a vacant position in the classification of Patrol Officer, or may displace the least senior Patrol Officer, provided he has higher Department seniority.

A Lieutenant who is laid off may displace into a vacant position in the Sergeant classification or may displace the least senior Sergeant provided he has higher Department seniority. If a Lieutenant is unable to displace into a Sergeant position, he may displace into a vacant position in the classification of Patrol Officer, or may displace the least senior Patrol Officer, provided he has higher Department seniority.

A Sergeant who is laid off may displace into a vacant position in the classification of Patrol Officer or may displace the least senior Patrol Officer, provided he has higher Department seniority.

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years. The member, upon being recalled, must report for work assignment within fourteen (14) calendar days of the date of the notice of recall or said member shall forfeit all recall rights, unless a different date for return to work is otherwise agreed upon.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled). Any laid off employee may accept an appointment in another classification in the classified or unclassified service of the City and retain his or her position on the eligible list for the classification from which he or she was laid off for the period set forth in Section 3 above.

Section 5. Notice of layoff or recall may be hand delivered or shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing such notice, return receipt requested, to the last mailing address provided by the employee.

ARTICLE 14
DISTRIBUTION OF PAYCHECKS

Paychecks will be issued biweekly by the Employer.

ARTICLE 15
BULLETIN BOARD

The OPBA will be allowed two (2) bulletin boards for official OPBA notices to be located in the Police Department.

ARTICLE 16
MEDICAL EXAMINATIONS

In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

ARTICLE 17
DEFENSE OF CLAIMS

The Employer shall be responsible to provide defense to claims made against the Employer and/or individual employees thereof for alleged acts of negligence committed by employees in the normal course of their employment, and shall indemnify such employee from loss resulting from a judgment rendered against an employee in this circumstance. Nothing contained herein shall require the City to defend and/or indemnify any employee for acts of willful and wanton negligence, or for negligent acts of an employee created, arising and/or occurring outside the realm of the employee's employment duties. No settlement of any claim against an employee for ordinary negligence may require indemnification of the Employer for such loss unless the Employer has agreed to the settlement prior to the time that such settlement is made. Nothing herein contained shall require the Employer to reimburse an employee for attorney fees and costs incurred in defending such a suit unless the Employer has agreed to incur such expense prior to the time that the actual expense is incurred.

ARTICLE 18
COMPLAINTS AGAINST OFFICERS

Section 1. Complaints of any nature against any sworn police officer shall be referred to the Chief of Police. If it is felt that the complaint is sufficiently serious, then the complaint may be required to be made in writing, setting forth the nature of the complaint and the alleged facts. Such written complaint shall be on a form prescribed by the Chief of Police. In cases where it is felt that the complaint is of an extremely serious nature, it may be required that said written complaint be notarized and sworn to under oath by the complainant.

Section 2. Any employee who may be subject to disciplinary action the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. The City also shall provide a copy to the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

Section 3. All complaints filed in conformance with Section 2 will be investigated in a fair and impartial manner.

Section 4. All complaints that are determined to be unfounded shall not be included in the personnel file of the affected employee and may not be used in any subsequent disciplinary procedure, although the City will maintain any documents related to such complaints in accordance with the Ohio Public Records Law. Anonymous materials shall not be placed in an employee's personnel file unless an investigation determines the complaint is sustained.

ARTICLE 19
APPLICATION OF CIVIL SERVICE LAW, ORDINANCES AND RESOLUTIONS

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 20
PERSONNEL FILES

Section 1. An employee may request an opportunity to review any and all documents in his personnel file and make additions or responses to the material contained therein. A request for copies of items included in the file shall be honored.

Section 2. Employees will be notified in writing within forty-eight (48) hours of any inquiry made by a third-party (non-employee of the City) to view the employee's personnel file. Upon request of the affected employee, all items that are copied and transmitted per such inquiry will be copied and transmitted to the affected employee.

ARTICLE 21
OPBA REPRESENTATION

Section 1. The City recognizes the OPBA's right to designate a reasonable number of OPBA Representatives, not to exceed a total of six (6). The OPBA shall notify the City in writing of the employees designated as OPBA Representatives and will update the list as changes occur.

Section 2. OPBA Representatives shall have authority to investigate and present grievances to the designated City representatives in accordance with the provisions of this Agreement.

Section 3. Grievance meetings normally shall be scheduled outside normal working hours. OPBA Representatives and employees shall not be paid for any time spent in grievance meetings with the City that occur outside their normal working hours. Representatives shall be paid for time in grievance meetings with the City and other joint meetings only if the City agrees to schedule such meetings during the representative's regular working hours.

Section 4. OPBA Representatives shall investigate grievances and conduct other OPBA business during non-work hours. However, in emergency circumstances, the Chief of Police or his designee may grant OPBA Representatives a reasonable opportunity to investigate grievances during working hours without a loss in pay.

ARTICLE 22
LABOR MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee will be established within sixty (60) days after the signing of this Agreement to provide a means of communication and understanding between the OPBA and the Department. The Committee will consist of no more than four (4) representatives

of the OPBA and two (2) representatives of the Department. The OPBA will notify the Chief of Police as to the identity of the OPBA representatives.

Section 2. The Labor Management Committee shall meet at a mutually agreeable time and place on a semi-annual basis, provided that either party requests such a meeting. The purpose of such meetings shall be to: (1) notify the OPBA of changes made by the Chief of Police which affect the bargaining unit; (2) disseminate general information of interest to the parties; (3) discuss ways to increase productivity and to improve efficiency; and (4) consider and discuss health and safety matters relating to employees. Negotiated issues and individual grievances will not be a subject matter for discussion at these meetings.

ARTICLE 23
FUNERAL LEAVE

Employees shall be granted twenty-four (24) hours paid time off to attend the funeral of a member of the employee's immediate family, including parents, grandparents, grandchildren, mother-in-law, father-in-law, spouse, child, step-children, brother or sister. If the funeral is held three hundred fifty (350) miles (roundtrip) or more from the City, then an additional two (2) days maximum of sick leave may be taken.

ARTICLE 24
HAZARDOUS DUTY INJURY LEAVE

An employee covered by this Agreement who is unable to perform his regular duties as a result of a hazardous-duty injury, as defined below, suffered by such employee within the scope of his employment as a full-time employee of Employer, shall be paid his regular compensation during the continuance of such hazardous-duty related injury for a period not to exceed ninety (90) calendar days from the date that such hazardous-duty injury was incurred.

During such leave compensation shall be paid regardless of whether the employee has accumulated sick leave, and any sick leave initially charged shall be restored in full when it is determined the absence is resulting from a hazardous-duty injury. For the purposes of this section, "hazardous-duty injury" is defined as an injury resulting from those active police duties inherently dangerous and unique, including, but not limited to, apprehension or attempted apprehension of subjects, pursuit, restraint or arrest of subjects, active intervention to prevent the commission of a crime, the investigation of a crime, traffic accident or traffic violation, high risk training and the directing of traffic. An officer sustains a hazardous-duty injury when he is assaulted by any person or when he is injured in a motor vehicle or bicycle accident in the course of the performance of his duties as a sworn officer. However, a "hazardous-duty injury" shall not include instances in which the officer's own negligence or misfeasance caused or contributed to his injury, or in which the injury resulted from or was aggravated by conduct which violated established departmental standards or procedures.

It is not intended that hazardous-duty injury leave be granted to employees who incur "routine" injuries in the performance of their duties, which employees shall be compensated by the Ohio Bureau of Worker's Compensation.

Employees receiving compensation for hazardous-duty injuries who are off work for more than seven (7) days shall file for temporary total benefits with the Ohio Bureau of Worker's Compensation and sign a document assigning such sums of money to the Employer.

If at the end of the ninety (90) day period the employee is still disabled from the hazardous duty injury the leave may, at the City Manager's sole discretion, be extended for an additional sixty (60) calendar days.

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

ARTICLE 25
CANINE HANDLER

Any member assigned to the Canine Unit will receive straight compensatory time off, a shift off or a reduced work day or work week, as determined by mutual agreement between the Chief of Police and the Canine Officer. (However, if the Canine Officer is at his compensatory time bank maximum, he must take time off, as determined by the Chief.) This time shall be for time spent caring for and training the dog at home while off duty. This will include, but is not limited to, brushing (grooming), bathing, feeding, administering medication and cleaning the kennel. The member will also be assigned a specially equipped vehicle to transport the canine to and from work. The vehicle will not be used for any other reasons unless authorized by the Chief or his designee. The City also will pay all approved expenses for care of the dog. These canine assignments are discretionary, as determined by the Chief. The time off set forth herein shall be three (3) hours per week, in any combination.

ARTICLE 26
OBLIGATION TO NEGOTIATE

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

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

ARTICLE 27
CONFORMITY TO LAW

Section 1. If an enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 28
EQUITABILITY CLAUSE

If any other classified Civil Service bargaining unit in the City of Cleveland Heights which is negotiating under the jurisdiction of the State of Ohio Collective Bargaining Act (Chapter 4117) is given by the City or awarded in binding arbitration, a base pay percentage or other applicable fringe benefit (including but not limited to health/hospitalization, insurance pension, etc.) during the term of this contract which exceeds that included in this agreement, then members of this bargaining unit shall receive such additional benefit coincident with its being given to such other classified Civil Service bargaining unit. In-as-much as there are not all like benefit and pay items within the bargaining units, when applying the foregoing, the value of the package as a whole will be considered, not individual components of the package.

ARTICLE 29
DURATION

This Agreement between The City of Cleveland Heights and the OPBA shall be effective April 1, 2015, until March 31, 2018, and thereafter from year to year, unless at least sixty (60) days prior to said expiration date, or anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after March 31, 2018, either party gives sixty (60) days notice of an intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2015.

CITY OF CLEVELAND HEIGHTS

Tanisha R. Briley, City Manager

Sandy Conley (MMF)

Sandy Conley, Chief Negotiator

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Randy Weltman

Randy Weltman, OPBA Representative

Committee Member

Committee Member

#103

Committee Member

SPETHAR

Committee Member

D. LASTORIN

Committee Member

D Anderson #16

Approved as to form

L. Jones Julianno, Jr.

Jim Juliano, Law Director

Authorized by Resolution/Ordinance No. 55-2015, passed by Cleveland Heights City Council on May 4, 2015

APPENDIX A
BASE PAY PERCENTAGES

The pay differential between Sergeant and Lieutenant and Lieutenant and Captain shall be 11%.

TUITION REIMBURSEMENT

Section 1. The City of Cleveland Heights will provide tuition reimbursement for college accredited courses, including graduate level courses, taken by employees covered by this Agreement provided that the following conditions are met:

A. A grade of "C" or better is attained.

B. Adequate documentation is provided.

C. Prior approval is received from the Chief of Police. Any denial of such approval shall occur within ten working days of the request.

D. The rate of reimbursement will be in accord with current public college rates for all officers beginning or resuming studies after April 1, 2000.

Section 2. Effective upon ratification for all officers, the following additional conditions shall apply to receive tuition reimbursement for college accredited courses or graduate level courses: (a) the degrees must be in law enforcement or courses of study that the Chief deems are beneficial to the operation of the Department, and (b) the City will provide tuition reimbursement only for Bachelor's degrees and one advanced degree, whether a JD Degree or Master's Degree.

Effective April 1, 2016, for all officers, except officers enrolled in a JD Degree or Master Degree program as of March 31, 2016, (following receipt of tuition reimbursement for a Bachelor's degree), tuition reimbursement will be available for one (1) degree only, whether a Bachelor's degree or one advanced degree.

Section 3. If an employee receives tuition reimbursement from the City and thereafter separates employment with the City within three (3) years, the employee will be obligated to repay the City for all amounts paid pursuant to this Article. The City and the affected employee will work out a payment plan; absent mutual agreement otherwise, repayment will occur over a period of thirty-six (36) months from the date of separation.

EDUCATIONAL INCENTIVE BONUS

Section 1. Those sworn officers who were hired prior to August 1, 2013, and are officers as of November 1 of each year, and who have achieved the following education distinctions shall receive a single annual bonus reflecting their highest single level of educational achievement, payable on the first payday in December of each year based on the following schedule:

2013 - 2015

Doctorate or Juris Doctorate Degree	1,323
Master's Degree	1,103
Baccalaureate Degree	907
Associate Degree	560

Section 2. Employees hired on or after August 1, 2013, will be eligible to receive the following educational incentive bonus payments on a one-time basis:

Baccalaureate Degree	$2000
Associate Degree	$1000

Section 3. The above degrees must have been received from a college, university, junior or community college specifically accredited by the North Central Association of Colleges and Secondary Schools or its equivalent regional accrediting authorities. Such degree attainment is as verified by the Chief of Police and Director of Public Safety. A copy of an official diploma must be maintained in the employee's official personnel file. This bonus for degree achievement is not additive, but will reflect a payment for the single, highest such degree attained.

CLOTHING MAINTENANCE ALLOWANCE

On or about July 1 of each year, employees covered by this Agreement will receive a cash payment for uniform maintenance for active officers as of June 1 of the current year, as follows:

Uniform Officers	1,400
Plainclothes	1,562

LONGEVITY

In addition to other forms of compensation members shall also receive longevity payment according to the following schedule, payable biweekly:

	2013 - 2015
1st through 5th year	no entitlement
6th through 10th year	16.92
11th through 15th year	33.85
16th through 20th year	51.24
21st through 25th year	69.23
26th year and thereafter	76.93

The longevity compensation shall take effect for the entire pay period following the employee's anniversary. All service on a full-time basis with the City shall be considered in applying this section, and such service need not be continuous. For the purpose of determining credit for prior periods of employment, only full months of service shall be considered; credit shall be given for

employment during authorized leave of absence for military duty. Longevity compensation may, in the alternative, be paid in December for the year in which accrued.

ACCUMULATED SICK LEAVE BONUS

An officer who on December 31 at the end of the applicable calendar year has accumulated sick leave of eight hundred (800) hours, and who during the respective calendar year uses no more than forty-eight(48) hours or less sick leave as of the close of business on December 31, shall be compensated in the form of a cash bonus at the members hourly rate in effect on December 31 of the respective year according to the following formula:

No hours used -	56 hours pay	24 hours used	32 hours pay
8 hours used -	48 hours pay	32 hours used	24 hours pay
16 hours used -	40 hours pay	40 hours used	16 hours pay
		48 hours used	8 hours pay

No payment will be made for partial eight (8) hour days. The compensation elected in the form of a cash bonus shall reduce the accumulated sick leave amount proportionately to the number of hours converted.

This provision does not change the unlimited accumulated sick leave, or the formula for payment of unused sick hours at time of termination of employment for other than disciplinary reasons. The bonus provided for in this provision will be paid no later than January 31 following the respective eligible year.

FIREARMS PROFICIENCY

On or about September 15th of each year, active officers as of January 1st of the current year, will receive an annual bonus of 2.5% against the base wage for firearms proficiency. Eligibility shall be determined in July of each year through certification by the Chief of Police as to those officers who have successfully completed the annual stage of fire prescribed by the Ohio Peace Officers Training Council for continuing firearms certification.

GUN UPON RETIREMENT

Upon retirement of an officer after twenty-five (25) years of service on the City force, the City will present to the officer his or her duty sidearm as a token of respect and service with the City.

FIELD TRAINING OFFICER

Any officer designated and performing the duties of a Field Training Officer (FTO) shall receive one dollar and fifty cents ($1.50) per hour premium for all hours worked performing the duties of an FTO.

APPENDIX B
COMPENSATION

Effective April 12, 2015, employees will receive a 0.5% wage increase.

Employees covered by this Agreement shall be compensated according to the following schedule:

Position	
1st Officer	$67,415
2nd Officer	$64,427
3rd Officer	$59,284
1st BPO	$52,552
2nd BPO	$49,271
3rd BPO	$45,780

In addition, any officer working on the major holidays of July 4th, Labor Day, Thanksgiving, Christmas and New Year's Day will be compensated at a rate of one and one-half times the officer's base hourly rate of pay.

Either the Union or the City may reopen this Section regarding the issue of base wages for the period on or after April 1, 2016, by serving a Notice to Negotiate with the State Employment Relations Board, and serving the other party prior to June 30, 2016. If so served, negotiations on the reopener shall begin no later than June 30, 2016. It is agreed that any wage increase for 2016 may be retroactive to April 1, 2016.

INVESTIGATOR - PLAIN CLOTHES COMPENSATION

In addition to other forms of compensation, those employees designated as Investigators or Plain Clothes Officers shall receive an additional amount per pay period as specified in the following schedule:

9/29/13-3/31/15
124.23-144.51

The Chief of Police shall have sole authority to make these determinations.

MEMORANDUM OF UNDERSTANDING
PAYOUT OF ACCUMULATED SICK LEAVE AT TERMINATION

Notwithstanding the provisions of Article 9, Sick Leave, upon receipt during the term of the Agreement of written notice of an employee's resignation or retirement, either the City or the employee may elect to have the sick leave conversion paid over a time period from one (1) to two (2) years. The City or the employee, as applicable, shall make such determination within seven (7) calendar days of receipt of the notice of resignation or retirement (the employee must make the election in writing and may submit it with his or her notice of resignation or retirement or within seven days (7) of the City's receipt of the notice, it being understood that the election is for a certain payment schedule and does not change the eligibility requirements or conversion ratio). The City and the employee may also jointly agree that payment shall be made over a time period of three (3) years. If the City makes the election, it shall notify the affected employee in writing of the elected time period. If a time period of two (2) or three (3) years is elected, or mutually agreed on as applicable, the payments shall be made in equal annual installments (the first payment beginning with the pay that includes the employee's final regular payroll) and shall pass to a spouse or beneficiary as may be applicable. All subsequent pays shall be twelve (12) or twenty-four (24) months after the employee's final regular payroll, as applicable. If the employee and City each make a different election to have payment made over a time period from one (1) to two (2) years, the employee shall be paid according to the longest time period elected by either party.

However, any officer submitting written notice of retirement to the Chief of Police by April 30, 2015, with a retirement date on or before June 30, 2015, shall not be subject to the provisions above except by mutual agreement.