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AGREEMENT

**Ohio Patrolmen's
Benevolent Association**

POLICE OFFICERS

and

City of Englewood, Ohio

**Effective January 1, 2016
through December 31, 2018**

ARTICLE I

PURPOSE

Section 1. Purpose This Agreement is entered into between the City of Englewood, Ohio (hereinafter referred to as the ("Management")) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the ("Union")) in recognition of the common interest in public service to the citizens and for the purpose of achieving better understanding between the parties as well as for the purpose of providing for the peaceful settlement of any differences which may arise between the parties.

Section 2. Effect of Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject, except to the extent this Agreement specifically provides otherwise.

ARTICLE II

MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, Management reserves and retains all of its statutory and common law rights of authority to manage the operation of the Police Department of the City of Englewood as such rights existed prior to the execution of this or any previous agreement with the Union. The sole and exclusive rights of Management, which are not abridged by this Agreement, shall include but are not limited to the establishing or continuing of policies, practices, or procedures for the conduct of the Police Department, the direction of its affairs and working forces, the maintaining of discipline and efficiency of employees; to promote or demote employees for just cause; to suspend, discharge or otherwise discipline employees for just cause and otherwise take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Police Department for the City of Englewood, Ohio, provided that Union members shall not be illegally discriminated against.

ARTICLE III

NON-DISCRIMINATION

Section 1. Applicable Laws Management, the Union and each employee covered herein will cooperate with all applicable laws forbidding discrimination on account of race, color, creed, religion, sex, national origin, handicap, age, political affiliation, membership status or non-membership in the union.

ARTICLE IV
COOPERATION

The Management and the Union shall work together in the interest of maintaining and improving efficiency in all Municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service and the correction of conditions making for grievances and misunderstandings.

ARTICLE V
RECOGNITION OF UNION

Section 1. Bargaining rights Management hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the classification of Police Officers.

Section 2. Bargaining Unit Exclusions All employees whose classification is not listed in Section 1 above shall be excluded from the bargaining unit.

In addition, the following groups of employees are excluded from the bargaining unit:

- A. Those classes which, on the effective date of this Agreement, are represented by other recognized bargaining agents;
- B. Employees within their twelve (12) months probationary period;
- C. Temporary, seasonal and part-time employees (including auxiliary police officers); and
- D. Confidential, Management and Supervisory employees.

Section 3. Union Dues

- A. Management will deduct from the wages and turn over to the appropriate officers of the Union, the regular monthly Union dues of such employees who shall individually and voluntarily certify in writing that they authorize such deduction. The authorization hereinabove mentioned shall specifically and in writing, require the employee and the Union to agree to hold the Management harmless for any payments made to the Union by Management during the term of the voluntary assignment.
- B. Any amount deducted from an employee's paycheck as voluntarily authorized and as provided in "A" above, shall be turned over to the Union no later than thirty (30) days following such deduction.
- C. Individual authorizations shall be filed with the Finance Director and shall continue in effect until voluntarily revoked by written notice from the employee.

D. All members of the bargaining unit, as identified in this Article shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount set by the OPBA and not to exceed the monthly 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 to be charged to a member of the bargaining unit, the Employer shall deduct such fee and pay such fee to the Union in the same manner as dues are deducted and paid as specified in this Article. The Union Agrees to hold the Management harmless for all payments made to the Union pursuant to this paragraph.

ARTICLE VI

UNION BUSINESS

Section 1. Representatives The Union is authorized to select a total of three (3) representatives, two (2) of whom shall be the director and assistant director, and shall certify to Management the names of such persons. If a representative's or alternate's name is not listed, he/she will not be granted time away from his/her job. Approval for such time away from duties must be obtained from the Director of Police or his/her designee.

Section 2. Investigation The representative, upon reasonable notice and authorization from the Supervisor, shall be allowed reasonable time off without loss or gain in pay to investigate a grievance, to consult with Management in processing a grievance or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied.

Section 3. Union Attorney The Union Attorney or his/her designee may consult with the employees in an agreed area before the start of and at the completion of the days' work and he/she shall be permitted in the lobby at reasonable times, and with the permission of the Director of Police or his/her designee, only for the purpose of adjusting grievances and assisting in the settlement of disputes, and for the purpose of carrying into effect the provision and aims of this Agreement.

Section 4. Director and Assistant Director The director and assistant director shall, in the absence of the representative or Union Attorney, have the same privileges accorded to a representative or Union Attorney by this Agreement.

Section 5. Negotiations Up to one (1) person shall be permitted time off from normal duties to pursue negotiations for successor agreements. Such time away from normal duties shall be on a no loss or gain in pay basis from the employee's regular rate of pay. It is understood that should the need arise for such officer to respond to a call during the conduct of negotiations, the officer will respond at the request of the applicable supervisor.

ARTICLE VII

SCOPE OF BARGAINING

The Union has sole and exclusive bargaining rights for employees covered hereunder on only the following subjects and as may be mandated by law:

- A. Wages
- B. Hours
- C. Fringe Benefits
- D. Working Conditions

ARTICLE VIII

DISCIPLINE AND DISMISSAL PROCEDURE

- A. An employee covered hereunder may receive disciplinary action only for just cause.
- B. Disciplinary actions may only be appealed by the employee through the provisions of the Grievance Arbitration Procedure set forth in this Agreement.
- C. At any time a supervisor conducts a meeting with an employee from which disciplinary action of record (preliminary reprimand, reprimand, suspension, or dismissal) is likely to result concerning that employee, the supervisor shall give notice to the employee of the employee's right to have a Union Representative present.
- D. After three (3) years from date of issue, any and all discipline resulting in suspensions shall be removed from the employee's personnel file, so long as there have been no intervening suspensions in the three (3) year period. After (2) years from the date of issue, any and all written reprimands shall be removed from the employee personnel file, so long as there have been no intervening written reprimands in the two (2) year period. After one (1) year from date of issue, any and all preliminary reprimands shall be removed from the employee's personnel file, so long as there have been no intervening preliminary reprimands in the one (1) year period.
- E. Except as may otherwise be justified, Management shall follow the principles of progressive discipline based on the total facts giving rise to the discipline, including the employee's work record, and based on the type of misconduct involved.
- F. At any disciplinary meeting, the Union representative shall be furnished copies of those written records and/or documents which are presented to the employee.
- G. Pertaining to grievances involving discipline, no written dispute, complaint, or claim, arising under or during the term of this Agreement, constitutes a grievance under this Agreement, unless such discipline results in suspension or termination.

ARTICLE IX

SAFETY

It is the responsibility of Management to provide safe working conditions, equipment and working methods for its employees.

ARTICLE X

SENIORITY

Section 1. Definitions

“Seniority” is defined as an employee’s length of continuous service with the City of Englewood.

“Classification Seniority” is defined as an employee’s length of continuous service with the City of Englewood in the classification for which he/she is currently certified.

Section 2. New Employees New employees shall be added to the seniority list by classification after completion of the probationary period.

Section 3. Layoff In the event it becomes necessary to lay off employees for any reason, the layoff shall be conducted within classification and on the basis of the inverse order of classification seniority. All temporary employees in the affected classification shall be laid off prior to any probationary, provisional or permanent employees and a person’s relative classification seniority shall thereafter determine the order of layoff.

Section 4. Recall

- A. If job openings occur and additional employees are required in the previously laid off classification, laid off employees who have not been laid off for more than twenty-four (24) months or whose eligibility may have been extended by the Personnel Director, will be recalled based on classification seniority in the reverse order of the layoff. No new employees shall be hired into the laid off classification so long as an employee’s name appears on the layoff eligibility register.
- B. Seniority shall not continue to accrue to an employee during his/her layoff status.
- C. Notification of recall shall be made by certified mail to the employee’s last known address. It shall be the responsibility of each employee to keep the city informed of his/her current residence and/or mailing address.
- D. The laid off employee shall have a maximum of fourteen (14) calendar days after mailing said notification of recall in which to exercise his/her right to recall. After the expiration of this time, the next employee in line on the eligible register shall be notified in

accordance with the above paragraph and be given the right to recall. Any employee who does not exercise his/her right to recall shall be removed from the eligible register.

ARTICLE XI

LABOR-MANAGEMENT

In the interest of sound employee relations, there will be a joint committee of six (6) persons, half of whom shall represent Management and half of whom shall represent the Union. This group will convene from time to time at the request of either party for the purpose of discussing subjects of mutual concern. A union representative and a Management representative shall each alternately chair the meetings. Any participation in such a meeting will be on the basis of a no loss or gain in pay as a result of such participation. No overtime payment shall be made to any participant nor shall such meetings be scheduled that would result in more than one (1) on duty Union employee being in attendance at such meeting, unless otherwise agreed to by the parties.

ARTICLE XII

BULLETIN BOARDS

Management will make available a bulletin board in the police station which may be used by the Union, provided the bulletin board is not used for posting material which is political, religious, derogatory, or critical of the City or its elected or appointed personnel. Such bulletin board may be used by the Union for posting notices as approved by the Union director and the Director of Police. Notices may include: notices of Union elections; notices of Union meetings; notices of Union appointments and results of elections; and notices of Union recreational and social affairs.

ARTICLE XIII

SAVINGS CLAUSE

Section 1. This agreement is subject to all existing and applicable federal laws, state laws, rules and regulations of the Personnel Advisory and Appeals Board, city ordinances, resolutions and charter provisions; and this Agreement shall be interpreted wherever legally possible so as to comply fully with such laws, rules and regulations of Personnel Appeals Board, city ordinances, resolutions, and charter provisions, or any judicial decision interpreting them. In the event that any provision of this Agreement is contrary to the above, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. The parties will meet to negotiate a lawful replacement for the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV

WAGES

Section 1. Rate Wage rates for employees covered herein shall be as set forth in Addendum #1 attached hereto and made a part hereof.

Section 2. Step Increases Employees may receive step increases until the maximum step is reached. There shall be no step increases beyond the maximum shown in Addendum #1.

Section 3. Longevity A \$1,000.00 one-time lump sum, longevity bonus shall be paid to each bargaining unit employee on their twentieth anniversary date of employment.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Grievance Defined A grievance, under this Agreement, is a written dispute, claim, or complaint arising under or during the term of this Agreement, and filed by either an authorized representative of or an employee in the bargaining unit.

Section 2. Timeliness of Grievance All grievances must be filed, in writing, within seven (7) working days after occurrence of the circumstance giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 3. Procedure Any employee having a complaint may first take up the matter with his/her immediate supervisor. If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:

Step 1. The employee and/or his/her representative shall within the seven (7) working day period as set forth in Section 2 above, reduce the complaint to written form, stating all facts in detail, to resolve this grievance. This shall be submitted to the immediate supervisor. The immediate supervisor, shall within seven (7) working days after receipt of the grievance, schedule a meeting time and date, mutually convenient between himself/herself, the grievant, and his/her representative to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within seven (7) working days after such meeting, the immediate supervisor or his/her designee will respond, in writing, answering the grievance. A copy will be provided to the grievant and his/her representative. If the grievance answer is not satisfactory, the grievant may file the grievance with the Director of Police or his/her designee within seven (7) working days after receipt of the answer from the immediate supervisor.

Step 2. The Director of Police, shall within seven (7) working days after the receipt of the grievance, schedule a meeting time and date, mutually convenient between

himself/herself, the grievant, and his/her representative to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within seven (7) working days after such meeting, the Director of Police or his/her designee will respond, in writing, answering the grievance. A copy will be provided to the grievant and his/her representative. If the grievance answer is not satisfactory, the Union may file the grievance with the City Manager or his/her designee within seven (7) working days after receipt of the answer from the Director of Police.

Step 3. Within seven (7) working days after receipt of the grievance, the City Manager or his/her designee will schedule a meeting mutually convenient between himself, the grievant, his/her representative and the Union Attorney. Both City and the Union shall have the right to have witnesses necessary to the grievance, appear at the meeting. The meeting is to provide an opportunity for the Union to fully present the facts surrounding the filing of the grievance. Within seven (7) working days, the City Manager or his/her designee will respond, in writing answering the grievance. A copy will be provided to the grievant, his/her representative and the Union Attorney. If at this step the grievance remains unresolved, it may be submitted to arbitration as hereinafter provided for in this Agreement. Notice of appeal to arbitrate must be filed with the City Manager within ten (10) working days after receipt of his answer, otherwise the grievance shall be deemed to be resolved.

Section 4. Any and all grievances resolved in any Step of the Grievance Procedure as contained in this Agreement shall be final and binding on the City, the Union and all bargaining unit employees involved in the particular grievance.

Section 5. Grievances shall be processed from one Step to the next within the time limit prescribed in each of the Steps. Any grievance upon which a disposition is not made by the City within the time limit prescribed or any extension which may be agreed to will automatically be referred to the next Step in the Grievance Procedure. The time limit to run from that date when the time for disposition expired. Any grievance not carried to the next Step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last written disposition.

Section 6. It is agreed that the time limits imposed, under this article, may be waived or extended by mutual agreement in writing. Further, any Step of the Grievance Procedure may be waived by mutual agreement in writing.

ARTICLE XVI

ARBITRATION

Section 1. The Union must notify the City Manager in writing of a desire to submit an issue(s) to arbitration within ten (10) working days from the date the written disposition was given under the last Step of the Grievance Procedure. In the event the Union shall fail to serve such written notice, the matter shall be considered closed on the basis of the last written disposition made. After receipt of a notice to submit a grievance to arbitration, the parties shall, within five (5) working days or within a longer period mutually agreed to, jointly submit the

matter to the American Arbitration Association requesting that an arbitrator be selected with assistance and under the voluntary rules of the American Arbitration Association.

Section 2. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The Arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 3. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement and any award issued by the arbitrator shall not be contrary to law.

Section 4. The award of the arbitrator shall be based exclusively on the evidence presented at the arbitration hearing.

Section 5. The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of witnesses which are called by them.

Section 6. The decision of the arbitrator shall be final and binding on the Union, bargaining unit employees, and the City except as may otherwise be appealed pursuant to the provisions of O.R.C. Chapter 2711.

ARTICLE XVII

VACATION LEAVE

The Vacation Leave schedule is as follows:

<u>Years of Service</u>	<u>Hours Accrued Each Year</u>	
Less than one	0	
1-4	80	(10 days)*
5-11	120	(15 days)
12-14	152	(19 days)
15 or more	160	(20 days)

Vacation Leave shall be earned and credited after each respective year of service, the unused vacation leave can be carried over from one service year to the next up to a maximum of 240 hours. Vacation Leave must be approved in advance by the supervisor and can be postponed if the employee's absence would have a significantly adverse impact on city services. Vacation Leave shall be reported in no less than one (1) hour segments. Said approval by the supervisor shall be given in a timely manner and shall not be unreasonably withheld. Any employee whose vacation leave is canceled or altered shall be notified in writing as soon as possible.

Section 1. Non-probationary employees shall be granted three (3) personal leave days per year to be credited on the employee's anniversary date. Use, approval, and accounting for personal leave days shall be the same as for vacation days, including the 240 hour maximum carryover.

Section 2. Non-probationary employees are permitted to use one (1) personal leave day every year as a “demand day.” Approval of an employee’s use of personal leave “demand days” shall be automatically granted on a first-come, first served basis provided that no other employee on the shift has already used a “demand day” for that same shift, and provided such request is made at least two (2) hours before the leave is to be used for personal emergencies, or at least forty-eight (48) hours before the leave is to be used for other uses. In addition to the three (3) personal leave days granted to each employee on his/her anniversary date, employees can earn an additional personal leave day for nominal use of sick leave as follows: 0-2 total days of sick leave used in the prior twelve (12) months, as of the employee’s anniversary date, and no more than two (2) occurrences = one (1) additional day of personal leave awarded. Certain days throughout the year are exempt from the use of “demand days.” “Demand days” cannot be used on special event days (i.e. including but not limited to: fine arts festival, 4th of July, parades, etc.) and the following holidays: Christmas, New Year’s and Thanksgiving.

Section 3. The balance of vacation and personal leave hours are shown on the biweekly pay stub. Personal/Vacation leave days are to be combined into one category for purposes of usage.

*All references to “days” based on eight (8) hours.

ARTICLE XVIII

SICK LEAVE

Section 1. All full-time employees are granted ten (10) hours sick leave per month. Such leave is a privilege extended to employees, in case of illness, so they will not lose their regular pay.

In order to qualify for payment of accrued sick leave, the employee must report the illness before the start of the shift and on each succeeding day of absence unless other arrangements are made with the city. Further, the employee may be required to file a physician’s certificate stating if and why he/she was unable to work. In any case, the City Manager or a supervisor must verify the validity of the request for sick leave. Approved sick leave must be reported on the time card.

Granting Sick Leave – An employee may use sick leave:

- A. In case of his/her illness, injury, childbirth, or exposure to a contagious disease.
- B. For medical, dental, or optical examination or treatment. (Such leave shall be limited to the actual hours necessary for such medical, dental or optical examination or treatment, including reasonable travel time);
- C. Enforced quarantine of the employee in accordance with community health standards.

Sick leave is accrued to unlimited amounts. Payment for unused sick leave upon retirement shall be paid in accordance with the Rules of Merit Employment. The balance of the sick leave hours is shown on the employee's biweekly pay stub.

Section 2. Sick Leave for Maternity. When an employee is medically diagnosed pregnant, she shall notify her supervisor, in writing and in a timely fashion, of her condition and the estimated date of birth. An employee may use sick leave, compensatory time off days and vacation time and be fully covered by insurance during leave for maternity. When other leaves are exhausted, the employee may apply for Authorized Absence without pay, which may extend up to a six (6) week period of disability after birth. After that, if an employee does not return to work, but is not medically disabled, benefits (insurance, seniority, sick and vacation leave, etc.) do not accrue. For complete details, refer to the Englewood Employment Policies, sections on sick leave, authorized absence, light duty and status of benefits.

Section 3. Certificate of Illness After the loss of three (3) consecutive days for a single illness or injury, an employee shall be required to submit a physician's statement confirming the illness and the anticipated date of return to work unless the requirement is waived by the applicable supervisor.

Section 4. Injury Leave Injury leave up to a maximum of 120 days shall be granted to an employee who is injured as a result of an accident arising out of and in the course of the employee's normal performance of duties and if allowed as a claim by the Industrial Commission. In order to be eligible for such injury leave, the employee must apply for disability benefits under the Workers' Compensation Act and immediately upon receipt of such benefits, turn same over to Finance Director. Injury leave payments hereunder shall be paid at 100% of the employee's regular rate of pay.

Section 5. Light Duty If an employee is unable, for health reasons, to perform regular duties, and if the employee is able to perform some other types of work, then the employee can request Light Duty Status. Light Duty will be provided if such work is available, up to a maximum of three hundred twenty (320) work hours.

The City, in such cases, also has the power to assign an employee to Light Duty that the employee is capable to perform.

Section 6. Full-time employees covered hereunder whose accumulated total of sick leave credits is two hundred forty (240) hours or more as of December 31 of any year, shall be allowed to exchange twenty-four (24) hours of sick leave for one (1) day of vacation leave during the following year, provided, however, that not more than seventy-two (72) hours of sick leave may be exchanged for three (3) days of vacation in one year.

ARTICLE XIX

FUNERAL LEAVE

The City Manager may grant up to twenty-four (24) work hours Funeral Leave to attend the funeral of the following:

1. Spouse
2. Child
3. Parent
4. Spouse's Parent
5. Brother
6. Sister
7. Brother-in-law
8. Sister-in-law
9. Grandparents
10. Grandchild

Approval of the Manager shall be obtained in advance whenever possible for any Funeral Leave. The Personnel Action Form for approval must be used and later reported as Funeral Leave on the time card.

In the event of the death of spouse or child, the City Manager will grant up to sixteen (16) additional hours for bereavement. Such hours shall be deducted from the employee's accumulated sick leave.

Proof of death or funeral attendance may be required.

ARTICLE XX

HOLIDAYS

Section 1. All full-time employees have ten (10) paid holidays per year. They are:

January 1 – New Year's Day
 Third Monday in January – Martin Luther King Day
 Third Monday in February – President's Day
 Last Monday in May – Memorial Day
 July 4 – Independence Day
 First Monday in September – Labor Day
 Second Monday in October – Columbus Day
 Fourth Thursday in November – Thanksgiving
 Fourth Friday in November – After Thanksgiving Day
 December 25 – Christmas Day

Section 2. Non-essential police personnel in a pay status shall receive paid time off for the day on which the holiday falls. Essential police personnel in a pay status shall receive a holiday credit for each day as set forth in Section 1. At the employee's option, the employee may receive eight (8) hours of pay for said days and for the pay period in which the holiday falls or receive payment for same at the end of the calendar year. At the employee's option, and in lieu of payment for the holiday, the employee may take eight (8) hours of time off at a later time

during the calendar year. Such time off shall be subject to scheduling requirements and the approval of the Director of Police or his/her designee.

Section 3. All employees required to work on July 4, Thanksgiving Day and/or Christmas Day shall receive eight (8) hours of pay at the applicable overtime rate in addition to the pay normally received for the holiday (2 ½ times).

ARTICLE XXI

HEALTH INSURANCE

Section 1. The City shall provide Health Care Insurance and Dental Insurance for employees and their families. The coverages of such plans shall be uniform for all non-exempt employees of the City.

Effective January 1, 2016, the City shall contribute 85% of the applicable monthly cost (premium) for family or single coverage for any employee enrolling in Dental Insurance. The enrolling employee shall contribute via payroll deduction, 15% of such monthly applicable cost (premium).

The City shall provide two options for Health Care Insurance for employees and their families: Traditional Health Care Insurance (including PPO) and Health Care Insurance in conjunction with a Health Savings Account (HSA Health Care Insurance).

For Traditional Health Care Insurance, effective January 1, 2016, the City shall contribute 85% of the applicable monthly cost (premium) for family or single coverage. The enrolling employee shall contribute via payroll deduction, 15% of such monthly applicable cost (premium).

For HSA Health Care Insurance, the City shall pay 100% of the applicable cost (premium). Additionally, for those employees enrolled in HSA Health Care Insurance, the City shall contribute to each employee's HSA account in accordance with this paragraph. For each plan year of the HSA Health Care Insurance, the City contribution shall be paid to each employee in equal quarterly installments to the employee's HSA account without any payroll withholding taxation. The first quarterly installment shall be paid within two weeks of the first day of the plan year. The annual payment beginning May 1, 2015, shall be equal to 30% of the plan's deductible; the annual payment beginning May 1, 2016, shall be equal to 30% of the plan's deductible; the annual payment beginning May 1, 2017, shall be equal to 30% of the plan's deductible; and the annual payment beginning May 1, 2018 shall be equal to 30% of the plan's deductible. Such payment amounts shall not be diminished and shall not be subject to negotiations under Section 4 of this article. The City shall pay the initial set-up costs incurred related to each employee's HSA account. All ongoing administrative costs will be paid by the employee regarding his/her HSA account.

Any and all references to coverage(s) or benefit(s) in this article are synonymous, include the other, and include employee costs thereunder. The Employer reserves the right to opt out and/or not to offer HSA Health Care Insurance at the conclusion of any plan year.

Section 2. Coordination of Benefits Medical benefits herein described shall be subject to coordination of benefits in accordance with the provisions of the Master Plan/Agreement.

Section 3. Subrogation If an employee incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the City's administrator shall be subrogated to all of the employee's rights of recovery against said third party to the extent of any and all payments made hereunder by said administrator with respect to such illness or injury and the employee or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the City's administrator such rights of subrogation.

Section 4. Change of Provider(s) The provider, if any, for the coverage(s) provided in this Article shall be at the choice of the City provided that coverage changes shall not be altered except through negotiations with the Union. If a change occurs in the Provider, the Union shall be notified of any change in the delivery of coverage hereunder at least thirty (30) days prior to the effective date of any such change.

Section 5. Right to Continue Medical Coverage Medical coverage continuation shall be in accordance with the COBRA Act.

ARTICLE XXII

LIFE AND AD & D INSURANCE

Section 1. All employees covered hereunder shall be provided with \$25,000 face amount of Life and Accidental Death and Dismemberment (AD & D) Insurance. Such face amount of insurance shall be reduced 50% upon the employee's attainment of age 70.

Section 2. Benefits hereunder shall be subject to the schedules, provisions, and procedures of the Master Agreement between the carrier and the city.

Section 3. The benefits provided herein shall be provided at no cost to the employee.

Section 4. The insurance carrier, if any, for the coverage(s) provided in this Article shall be at the choice of the city. The Union shall be advised of any change in carrier, if any, at least thirty (30) days prior to the effective date of any change.

ARTICLE XXIII

PLUS RATING

During periods when no other supervisor is on duty for two (2) continuous hours or longer on a shift, the acting supervisor for such shift will be paid a \$2.00 per hour plus rating for the actual hours worked.

In the event that overlapping shifts result in two acting supervisors on duty simultaneously, only the acting supervisor with the most seniority within the department shall be compensated at the plus rating.

This provision is effective only in those Departments/Divisions and those cases where the nature of work is such that an acting supervisor is required to perform most of the normal functions of the supervisor, i.e. a Police Officer who supervises a shift in the absence of a Sergeant. All Field Training Officers will receive an additional \$2.00 per hour plus rating for all hours worked in that capacity.

ARTICLE XXIV

PHYSICAL FITNESS

Section 1. The physical fitness of each employee covered hereunder to perform the duties of a police officer is a condition of continued employment.

Section 2. Any disciplinary action taken against a police officer for his/her failure to meet the standards of physical fitness shall be subject to appeal through the provisions of the Grievance/Arbitration procedure set forth in this Agreement.

Section 3. While Management reserves the right to promulgate the standards of physical fitness, current or amended standards will be made the subject of a Labor-Management Committee meeting. Prior to Management implementing any changes in such standards, the Director of Police or his/her designee shall give thirty (30) days advance notice of any changes, and the Union may thereafter, within the said thirty (30) day period, request the convening of the Labor-management Committee to discuss the effect of said changes.

ARTICLE XXV

STATUS OF BENEFITS WHILE ON LEAVE

Full customary seniority rights, insurance and leave benefits shall accrue to an employee while on military training duty leave, paid leave and suspensions of 160 hours or less.

Except as may otherwise be set forth in this Agreement, accrual of seniority rights, insurance and leave benefits shall be suspended during periods of authorized absence without pay in excess of thirty (30) calendar days.

Seniority rights and insurance and leave benefits shall not accrue to an employee during periods of unauthorized absence.

The City Manager may elect to allow an employee to pay the full cost of employee insurance premiums, in lieu of insurance cancellation, during any period for which benefit accrual is suspended, not to exceed (6) calendar months.

ARTICLE XXVI

TUITION REIMBURSEMENT

Tuition reimbursement shall be provided in accordance with the Employment Policy of the City, at the rate of \$1,500.00 per year and without being subject to the "lifetime cap".

ARTICLE XXVII

OVERTIME

Section 1. Definition/Rate of Pay When an employee works in excess of forty (40) hours in any one (1) work week, such employee will be paid time and one-half (1 ½) his/her normal rate of pay for all such excess hours worked. Work hours shall include work time, paid holidays and other paid leave time if such paid leave time has been pre-scheduled and pre-approved. Sick leave does not count as hours worked.

Section 2. Computation In computing hours, only each completed 15 minute work interval shall be counted as time worked.

Section 3. Pyramiding There shall be no pyramiding of premium pay for the same hours worked.

Section 4. Rotating Shifts In order to facilitate rotating shifts, there shall be no overtime paid to employees who work more than the 40 hours in the work week where such excess hours are caused by changing from one shift to another.

Section 5. Call-In Minimums Employees called to work at a time disconnected from their regular shift for such things as required court time, additional training time and work time outside of the normal work schedule shall be subject to a two (2) hour minimum work period and payment for each occurrence. Court time worked at a time disconnected from the employee's regular shift shall be paid at time and one-half (1 ½) the employee's regular rate of pay. When court time work is required on an employee's regularly scheduled day off, the call-in minimum shall be four (4) hours.

Section 6. To the extent practical, good faith efforts will be made consistent with efficient and effective operation of the department to rotate pre-scheduled overtime assignments among qualified police officers.

Section 7. In lieu of being paid time and one-half in Section 1, an employee may elect to be paid compensatory time. Where elected by the employee, compensatory time shall be paid at the rate of one and one-half (1.5) hours off with pay at the regular hourly rate for each hour of overtime per Section 1. Each employee shall be entitled to earn up to forty (40) hours of compensatory time per calendar year.

All compensatory time earned by an employee must be used by the employee as paid time off in the same calendar year. Employees are not permitted to carry-over compensatory time balances to the next calendar year. Employees shall be paid for any unused compensatory time by the second pay period of the new calendar year on an hour for hour basis to a maximum amount of eight (8) hours per employee.

Compensatory time off must be approved in advance by the supervisor and can be postponed if the employee's absence would cause the use of overtime to cover the absence. Compensatory time off shall be reported in no less than one (1) hour increments. Approval for use by the supervisor shall be given in a timely manner and shall not be unreasonably withheld. Any employee whose compensatory time off is cancelled or altered shall be notified in writing as soon as possible.

ARTICLE XXVIII

DAMAGES

Police officers shall not have to pay for damages for any city equipment or property that is damaged during activities in the line of duty. However, where the City, after investigation, determines that such damage is caused by the Police Officers misconduct or negligence the Police Officer shall have the option of paying for the damage or having the matter processed through the disciplinary procedure.

Any disciplinary action received pursuant to this Article is appeal-able through Article VIII of this Agreement.

ARTICLE XXIX

MISCELLANEOUS LEAVES

The City Manager may authorize a Leave of Absence without pay. The City Manager may also authorize a Leave of Absence with Pay for such purposes as attendance at meetings, conferences, etc., which in his/her discretion is a benefit to the City. Authorized Leave with Pay shall be reported as such on the time card.

The City may declare an employee to be on Unauthorized Absence when he/she is absent from work and has not obtained approval for that absence. Unauthorized Absence shall result in loss of pay and could result in suspension of benefits, disciplinary action and/or other appropriate action.

ARTICLE XXX

NO STRIKE OR LOCKOUT

Strike Prohibition

- A. Neither the Union nor any employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operation of the City during the term of this Agreement. In addition, Management shall have the right to discharge or otherwise discipline employees violating this Section, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section.
- B. If there is an unauthorized strike, work stoppage, interruption or impeding of work, the Union, together with its officers and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work, disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or any other employees that said strike is not authorized and that work shall be continued.
- C. If these steps are followed, after the Union is in official notification, there shall be no liability on the part of the Union or any of its officers or agents for such strike, work stoppage, interruption or impeding of work.
- D. There shall be no lockout of employees covered hereunder by management during the term of this Agreement.

ARTICLE XXXI

UNIFORMS

Section 1. The following items shall be the minimum complement of required items of uniforms and personal equipment and shall be provided to employees at the City's cost:

Hat with raincover	Leather gloves
Five summer shirts	Handcuff case
Five winter shirts	Magazine case
Five trousers	Handcuffs
Leather winter coat	Nameplate
Lightweight coat	Body armor
Three ties	Uniform badge
Pair of shoes or boots	Hat badge
Trouser belt	ASP
Equipment belt	OC Spray
Holster	Any other items of self defense
Carriers for all equipment	required by the City
Rain coat	

Section 2. The City shall furnish and/or replace or repair all required uniforms whether damaged in the line of duty or that need replacement due to normal wear and tear. Where the City orders a new uniform item to be part of the official uniform, the City shall furnish the new item without charge to the employee.

Section 3. The City shall replace or repair all personal property of the employee commonly worn or used while working which is damaged in the line of duty up to a maximum of One Hundred Fifty Dollars (\$150.00) per officer per incident, so long as such damage is not due to the employee's negligence.

Section 4. The City will reimburse officers for the cleaning of required items up to One Hundred Dollars (\$100.00) each calendar year upon presentation of paid cleaning receipts.

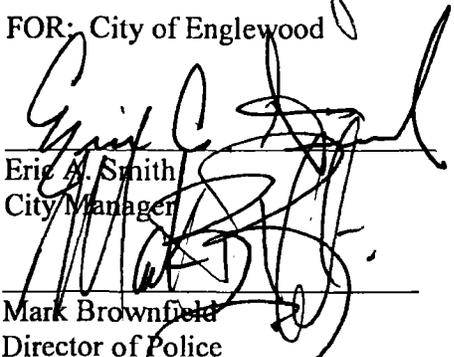
Section 5. Any employee assigned to the position of Detective shall be given a clothing allowance of Seven Hundred Fifty Dollar (\$750.00) annually to be paid in semi-annual installments on the 1st payroll and the 13th payroll of each calendar year.

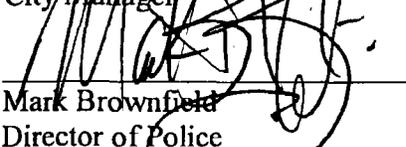
**ARTICLE XXXII
DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2016 and shall remain in effect through midnight, December 31, 2018 and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement, on or before (90) days prior to the expiration of any such period, notifies the other party in writing of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice or on such other mutually agreeable date, a conference shall be held at a time mutually agreeable to the parties.

IN WITNESS AND AGREEMENT WHEREOF, the parties hereto have set their hands this 28 day of July, 2016.

FOR: City of Englewood

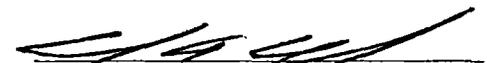

Eric A. Smith
City Manager

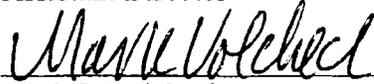

Mark Brownfield
Director of Police


Barbara McCormick
Director of Personnel

FOR: Ohio Patrolmen's Benevolent Association


Richard Ring
Director


David Collins
Assistant Director


Mark J. Volcheck
OPBA Attorney

ADDENDUM #1

**Agreement, effective January 1, 2016 through December 31, 2018, between the Ohio
Patrolmen's Benevolent Association and the City of Englewood**

WAGES

Step	A Hire	B (6 mos)	C (18 mos)	D (30 mos)	E (42 mos)	F (54 mos)	G (72 mos)
<u>Effective January 1, 2016</u>							
Hourly Rate	26.34	27.62	29.02	30.48	31.99	33.61	35.29
<u>Effective January 1, 2017</u>							
Hourly Rate	27.00	28.31	29.75	31.24	32.79	34.45	36.17
<u>Effective January 1, 2018</u>							
Hourly Rate	27.68	29.02	30.49	32.02	33.61	35.31	37.07