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**COLLECTIVE BARGAINING AGREEMENT**

**-BETWEEN-**

**THE CITY OF WARRENSVILLE HEIGHTS, OHIO**

**-AND-**

**THE FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.**

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

**(TERM OF AGREEMENT: Upon Ratification to December 31, 2017)**

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

Fraternal Order of Police, Ohio Labor  
Council, Inc. on Behalf of Designated  
Officers of the City of Warrensville Heights, Ohio

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**ARTICLE  
PREAMBLE**

Section 1. This Collective Bargaining Agreement is hereby entered into by and between the City of Warrensville Heights, Ohio, hereinafter referred to as "the Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC" or "the Union".

**ARTICLE I**

**PURPOSE AND INTENT**

Section 1. The purpose of this Agreement is to promote harmonious and cooperative relationships, to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties. This Agreement is the entire Agreement between the parties, and it supersedes any and all other prior or contemporaneous agreements.

**ARTICLE I  
RECOGNITION**

Section 1. During the term of this Agreement, the employer recognizes the FOP/OLC as exclusive representative for negotiating wages and salaries, hours of work, and terms and other conditions of employment as required by law for employees in the bargaining units for which the State Employment Relations Board has certified the FOP/OLC.

**ARTICLE II  
DUES DEDUCTION - FAIR SHARE**

Section 1. Within thirty (30) day of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the F.O.P., or, as a condition of continued employment, remit to the F.O.P. a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09 (C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the F.O.P. or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09 (C), nothing in this Article shall be deemed to require any employee to become a member of the F.O.P., and a rebate is available to non-members for expenditures in support of partisan politics or ideological causes not germane to the realm of collective bargaining.

Section 2. The Employer agrees to deduct F.O.P. dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. All dues and fees so deducted shall be remitted on a monthly basis to the F.O.P. Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215-4611 or such other address as set from time to time by the F.O.P. The City will provide an accounting of the dues and fees deducted showing the amounts deducted from the pay of each employee.

Section 3. The F.O.P. shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

### **ARTICLE III MANAGEMENT RIGHTS**

Section 1. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline, discharge, lay off and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, and work schedules. The Employer reserves without limitations all of the rights and authority to manage the City and the Police Department to the full extent permitted by law, and to use discretion in exercising such rights.

Section 2. The City reserves the right to conduct random drug tests. The City also reserves the right to conduct drug tests in accordance with the Employee and Alcohol Drug Testing Policy dated August 6, 2002, adopted in its entirety by reference herein.

### **ARTICLE IV EMPLOYEE RIGHTS**

Section 1. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Should said questioning and interviewing be conducted during hours other than the officers regularly scheduled shift, the officer shall receive compensatory time at the appropriate rate, with a four (4) hour minimum. Such questioning and interviewing shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. Questioning and interviewing shall be recorded unless mutually agreed otherwise.

Section 3. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 4. An employee may request an opportunity to review his personnel file, and may add memoranda to the file clarifying any documents contained in the file. A request for copies of any items included in the file shall be furnished by the Employer. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 5. Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief of Police or his designee shall not be included in any personnel file of the officer and may not be used in any subsequent disciplinary procedure. The original complaint and all copies shall be returned to the bargaining unit member against whom the complaint was alleged.

Section 6. All actions of record, including written reprimands, suspensions or dismissal, will be maintained in each member's personnel file throughout his period of employment with the exception that any records or oral reprimands will be removed from the file and destroyed, one year after such was given if no further corrective action has occurred, and any records of written reprimands will be removed from the file upon request of the member, two (2) years after such was given if no further corrective action has occurred. Written reprimands so removed from a personnel file shall be sealed and maintained by the Division of Police. In any case in which a written reprimand, suspension or dismissal is disaffirmed through the Grievance Procedure, or by the Mayor, or by the Civil Service Commission, or by a Court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. Discipline administered for harassment or violence in the workplace shall be reviewed and sealed and no longer be considered in discipline and discharge matters five (5) years after such was given.

#### **ARTICLE V NO STRIKE/NO LOCKOUT**

Section 1. Neither the FOP/OLC nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline.

Section 2. The FOP/OLC shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively attempt to prevent any violation of the "no strike clause".

Section 3. The Employer shall not lock out any employees for the duration of this Agreement.

#### **ARTICLE VI DISCIPLINE**

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action, and an opportunity to respond (orally or in writing) to the Safety Director or his designee before the action becomes effective. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the FOP/OLC.

Section 2. Disciplinary action (i.e., suspension, demotion, and discharge) taken by the Employer shall only be for just cause. Progressive discipline principles will apply for minor offenses, but suspension or discharge may be imposed without prior progressive discipline for offenses which the employer considers serious. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 3. Any disciplinary action (i.e., suspension, demotion, and discharge) against a non-probationary employee may be appealed in accordance with the dispute resolution procedure in Article X of this Agreement beginning at the level where the disciplinary action was meted out to the employee. Any employee who appeals such disciplinary action to the Civil Service Commission shall waive any right to contest the discipline under Article X. Conversely, an employee who grieves discipline under Article X shall be deemed to have waived any right to contest the discipline through the Civil Service Commission.

Section 4. Any employee placed on suspension and/or subject to any disciplinary action in on the part of the City, (unless terminated in employment), shall continue to be covered by any existing hospitalization insurance, during any such disciplinary period.

## **ARTICLE VII ASSOCIATION REPRESENTATION**

Section 1. The FOP recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. If an employee representative of the FOP desires to leave a normal work assignment while acting in the capacity of representative, before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief of Police or his designee. Except as specified in Section 2, the City shall not be obligated to pay for time spent on union business in excess of 15 minutes per day.

Section 2. One (1) duly elected F.O.P./O.L.C. member from each bargaining unit shall be granted time off with pay for the purpose of attending seminars and one (1) union meeting per year. The Union shall give the Employer reasonable notice of such meeting. Paid time off to attend such meeting and/or seminars shall not exceed two (2) working days per bargaining unit per calendar year.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. Except at step 1, the employee shall have the right to be represented by a FOP/OLC representative. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

(a) Grievance -- A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

(b) Grievant -- The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the FOP/OLC.

(c) Party in Interest - A "Party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

(d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

(a) Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

(b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

(c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employee-wide controversy, it may be submitted at Step 2.

(d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration within the chain of command and having said matter informally adjusted without the intervention of the FOP/OLC, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

(e) The grievant may be represented by a FOP/OLC representative at any step of the grievance procedure after Step 1.

(f) Except as otherwise provided in Article VIII, this grievance procedure shall be the sole and exclusive method of resolving all disputes involving this contract. The

FOP/OLC, on behalf of itself and the employees it represents, waives any and all rights to pursue other remedies.

(g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievant may proceed to the next step. The time limits specified for either party may be extended only by written mutual agreement.

(h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

**Step 1:** An employee who believes he may have a grievance shall notify the Executive Officer of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Executive Officer or his designee will schedule an informal meeting with the employee and a FOP/OLC representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

**Step 2:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The chief or his designee shall give his answer within five (5) days.

**Step 3:** If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his FOP/OLC representative and any other party necessary to provide the required information for the rendering of a proper decision. The Safety Director or his designee shall issue a written decision to the employee and his FOP/OLC representative within fifteen (15) days from the date of the hearing.

**Step 4:** If the grievant and the FOP/OLC are not satisfied with the written decision at the conclusion of Step 3, a demand for Arbitration may be filed with the Safety Director within fifteen (15) days from the date that the Step 3 decision was issued. An Arbitrator shall then be selected by agreement of the parties or, in absence of such agreement, by the Federal Mediation and Conciliation Service according to its rules. The Arbitrator shall then hold a hearing and issue a decision pursuant to FMCS rules. The Arbitrator's decision shall be limited to interpretation of the contract, and the Arbitrator shall not add to or modify any

of the contract. The Arbitrator's decision shall be final and binding upon the Union, the Employee and the Employer. The cost of arbitration shall be shared equally by the employer and Union. Expenses of the witness shall be borne, if any by the party calling the witness.

#### **ARTICLE IX NON-DISCRIMINATION**

Section 1. The Employer and the FOP/OLC agree not to unlawfully discriminate against any employee (s) on the basis of race, religion, color, creed, national origin, age, or sex.

Section 2. The FOP/OLC expressly agrees that membership in the FOP/OLC is at the option of the employee and that it will not discriminate with respect to representation between members and non-members, except to the extent authorized by Article IV.

Section 3. A masculine pronoun or adjective, where used in this Agreement, also refers to the female unless otherwise indicated.

#### **ARTICLE X OBLIGATION TO NEGOTIATE**

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

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

#### **ARTICLE XI CONFORMITY TO LAW**

Section 1. This Agreement shall be subject to and subordinate to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or Rule or Regulation shall not affect the validity of the surviving portions. This Section is subject to the parties' right to negotiate certain matters at variance with the law as stated in Ohio Revised Code 4117.10.

Section 2. If the enactment of legislation, or a determination by a Court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the severable surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. Within sixty (60) days, on request of either party, the parties will meet to renegotiate the invalid provision in accordance with O.R.C. Section 4117.

## ARTICLE XII DUTY HOURS

Section 1. For the purpose of this Agreement, a work day shall consist of eight (8) regularly scheduled hours, which commences at the starting time of a regularly scheduled shift. The normal work week for employees shall be forty (40) regularly scheduled hours.

## ARTICLE XIII PREMIUM PAY

Section 1.

(a) All employees for work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day, when approved by the Safety Director or his designee, shall be compensated at the rate of time-and-one-half. The employee shall have the option of earning overtime in cash or compensatory time, except as herein provided in this Article. Compensatory time cannot be banked beyond 480 hours.

(b) Compensatory time shall be taken with the mutual consent of the Employer and employee; however, the Employer shall have the ability to pay compensatory time at the current wage rate at its discretion for any hours banked in excess of forty (40).

(c) Whenever approved by the Chief, employees called in to appear in the Bedford Municipal Court, on behalf of the Employer, for a time period of less than three (3) hours when the employee is not on duty, shall be deemed to have worked three and one-half (3.5) hours, for purposes of pay and overtime compensation.

(d) Whenever approved by the Chief, employees called in to work or appearing in any court other than Bedford Municipal Court, or appearing in depositions or other hearings with respect to cases filed in that court on behalf of the Employer, for a time period of less than four (4) hours when the employee is not on duty, shall be deemed to have worked four (4) hours for purposes of pay and overtime compensation.

(e) The City will pay overtime in the pay period following the pay period in which it was earned.

Section 2. Those officers officially assigned to the SWAT Team, the Police "Accident Investigation Unit", the "Motorcycle Unit" or as "K-9 Officer(s)", LEADS, TAC and Jail Administrator as designated by the Chief of Police, shall receive additional annual premium pay of \$600.00, payable in monthly increments of \$50.00, or such prorated bases thereof, as will evidence the time officially on duty in such capacity.

Section 3. The compensatory time options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act, so long as that Act remains applicable to cities.

Section 4. When the City places an employee on notice and requires that employee to be on standby (i.e., to make himself available for call-up for duty), the City shall compensate the employee for two (2) hours of overtime, regardless of whether the employee is called for duty.

Section 5. The City shall give reasonable notice to any changes in the employee's regularly scheduled shift. The City may change the employee's schedule only in instances of emergency, manpower shortage, or at the request of the employee. The employee may not change his/her schedule without the consent of the City. Employees not given reasonable notice to changes in their regularly scheduled shift shall be entitled to four (4) hours at overtime rate of pay or in compensatory time. The City will not make shift changes to circumvent payment of overtime.

#### ARTICLE XIV HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Eve
Easter Sunday	Christmas Day
Memorial Day	

Employees who do not work on a holiday shall be paid for eight (8) hours at their regular straight-time hourly rate. Employees who work on a holiday shall be paid at time-and-one-half and be given a day off in lieu of the holiday.

#### ARTICLE XV VACATIONS

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedules:

Length of Service

Weeks

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

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

Section 3. Vacation time shall be taken at a time approved of by the Chief.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 5. Any employee having any unused vacation time, may receive monetary compensation for such vacation and/or holiday time upon death, resignation, dismissal or retirement, within 75 days of the Employee's last day of employment (50 days if rollover into deferred compensation).

Section 6. Up to sixty (60) days (480 hours) of vacation time may be carried over from one year to another in accordance with current practice (as of 7/29/93).

Section 7. With consent of the City, an employee with 60 days or more accrued vacation can take cash in lieu of one week's vacation each calendar year, however, Lieutenants with 23 years of service or more are eligible to take cash in lieu of two weeks of vacation each year. Requests received and approved by April 1 will be paid in June. Requests received and approved between April 1 and September 1 will be paid in December.

## ARTICLE XVI SICK LEAVE

Section 1. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, injury or death in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month and, commencing September 1, 1998, may accumulate prospectively an unlimited amount of such sick leave; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period. Unlimited accumulation begins with actual accumulated sick leave for each officer on September 1, 1998, up to 120 days, except that officers who had accumulated more than 120 days

before the 120 day cap was negotiated in 1985 shall retain all sick leave they had accumulated up to that point in time, unless such sick leave is used or a severance payment is received in accordance with this Article.

**Section 3.** An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason thereof at least one (1) hour before the start of his work shift each day he is to be absent. The Chief may require a doctor's certificate to verify use of sick leave for three (3) or more days.

**Section 4.** The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

**Section 5.** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren, or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren and step-parents.

**Section 6.** An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

**Section 7.** Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

**Section 8.** Upon the retirement or termination of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement or termination. Lieutenants shall receive up to fifty-five (55) days of their maximum accumulated sick leave.

**Section 9.** An employee eligible for cash payment pursuant to Section 8 above, may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

**Section 10.** When an employee is injured in the line of duty, he shall be eligible for a paid leave - not to be deducted from sick leave and not to exceed 120 days. The Employer shall have the right to require the employee to have a physical examination by a medical doctor appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this section. The

Employer may require the injured employee to file for Workers Compensation, and to reimburse the Employer in the amount of payments received thereunder during the 120 days leave period.

Section 11. Eligible employees are entitled to family/medical leave in accordance with the FMLA. Employees may choose to take other accumulated paid leave (such as vacation, sick leave, or comp time) if the absence qualifies for the paid leave. Such time will be counted against the twelve-week FMLA entitlement, and shall so notify the employee at the commencement of the leave.

Section 12. Employees shall be allowed to donate sick days to fellow employees who have prolonged illness (not a duty-related injury) and who are no less than a week away from exhausting all their accrued time and need to extend their sick leave. Employees must have exhausted their sick leave to be eligible for sick leave donation. When an employee or someone on his behalf requests sick leave donations, that request shall be made to the Union's representative who shall then notify the Chief, in writing, of the request. The Chief will then post a notice for twenty (20) working days informing employees about the request for sick leave donations. No donation shall be made after twenty (20) working days. All donations are voluntary and limited to sixteen (16) hours per donating employee. An employee may donate hours or sick leave to a specific recipient by signing, and submitting to the Chief, a Sick Leave Donation Form. The recipient shall retain all donated sick leave.

Section 13. Employees who have a minimum of twenty-two (22) years of service credit with PFPDF may request to convert the sick leave and vacation leave hours earned in each year of the three (3) years prior to retirement for cash payout only (not as paid wages). Conversion of such leave shall be limited to a maximum of one hundred-twenty (120) hours of sick leave per year and a maximum of two hundred-forty (240) hours of vacation leave per year. Employees wishing to participate in this conversion shall submit a letter of intent to the Employer with the date of retirement confirmed and the date they wish the benefit to begin. The date to begin installments shall be the beginning of a pay period and a year shall include twenty-six (26) pay periods. Such letter of intent shall not be considered irrevocable, but in no circumstances may the employee participate in this conversion program more than once during the duration of employment.

Section 14. The City reserves the right to implement a no-fault attendance policy. The City will notify the Union no less than thirty (30) days prior to implementing such a policy and will negotiate in good faith with the Union regarding the policy. If the parties are unable to reach agreement, the Union reserves the right to file for arbitration with AAA within fourteen (14) days of a declaration of impasse. Each party shall present a proposal before the arbitrator, with the arbitrator selecting one or the other proposal based on his/her assessment of which proposal is the most reasonable. The arbitrator's decision must be rendered within thirty (30) days of the hearing date(s) and within sixty (60) days of his/her appointment. If the Union does not timely file for arbitration following a declaration of impasse, the City may implement its last-proposed policy.

The City may modify the policy after one (1) year following implementation. If the City desires to modify the policy it must first provide the Union with no less than thirty (30) days' notice and negotiate in good faith with the Union regarding its intended modifications. In the absence of an agreement, the City may not modify the policy unless it establishes a demonstrable operational need.

**ARTICLE XVII  
BEREAVEMENT LEAVE**

Section 1. After six (6) months continuous service on the job, an Officer shall be entitled to three (3) calendar days funeral leave, with pay, on the death of a member of his immediate family. Immediate family shall be defined to include the spouse, parents grandparents, grandchildren, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the Officer. Death must be verified to the satisfaction of the Police Chief. Out-of-state funerals will be entitled to an additional day. Also, additional days may be granted under special circumstances by the Safety Director or his designee.

**ARTICLE XVIII  
JURY DUTY LEAVE**

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

**ARTICLE XIX  
COMPENSATION**

Section 1. The employees shall receive wage increases as follows:

No wage increase in 2015.

Effective January 1, 2016, three percent (3.0%) wage increase.

Effective January 1, 2017, three percent (3.0%) wage increase.

The rank differential between the Sergeants and Lieutenants shall be 13% through December 31, 2015. Effective January 1, 2016, the rank differential between the Sergeants and Lieutenants shall be increased to thirteen and one-half percent (13.5%).

Section 2. The Detective Lieutenant will be paid a \$1117 annual premium. Individuals will be entitled to these premiums while they are assigned to the designated positions. The City reserves the right to assign officers into and out of these jobs at its discretion, provided that the officers now holding these positions will not be reassigned prior to December 31, 2001 without just cause. Thereafter, if any of the current incumbents is reassigned without cause, he will be entitled to receive his premium for the position for an additional six months after removal.

**ARTICLE XX  
LONGEVITY**

Section 1. Commencing with the first day of the anniversary year of employment, an employee shall, in addition to payment of the base salary applicable to the rank involved, receive "longevity service pay", based on the following formula:

(a) Starting with the first day of the second year of service, the employee shall receive an additional sum amounting to one percent (1%) of the annual base salary for the rank involved, continuing, without change, at the same percentage rate, through the third year of service.

(b) Starting with the fourth year of service, and each and every even year thereafter, the employee shall receive an additional sum amounting to one/half (1/2%) percent of the annual base salary for the rank involved.

(c) In determining the longevity pay that an employee is entitled to, the percentage rate shall be computed as of the commencement of the year indicated in this section.

**ARTICLE XXI  
UNIFORM ALLOWANCE**

Section 1. Uniform and maintenance allowances shall be as follows: Effective 1-1-97.

<u>Uniform Allowance</u>	<u>Maintenance Allowance</u>	<u>Total</u>
\$550.00	\$650.00	\$1,200.00

The City reserves the right to require officers to present receipts to establish that the allowances were spent for their stated purposes.

Section 2. The Chief of Police shall prescribe the clothing and equipment to be purchased by newly-hired police officers. Each newly-hired officer will be sent to an authorized vendor, who in turn shall direct bill the City for required clothing and equipment purchased.

Section 3. Any probationary Officer leaving the department for any reason within a one (1) year period from date of appointment shall reimburse the City for all monies expended in the purchase of clothing for the party upon termination of employment. The City shall be authorized to deduct from any pay or allowance yet due such employee, any monies it advanced or paid by the City for said Officer's clothing. Employees leaving in the first or second year of employment because of illness or injury occurring on the job are exempt from reimbursement requirements.

Section 4. Any Police Officer leaving the department for any reason within a two (2) year period from date of appointment shall reimburse the City one-half (1/2) of all the monies expended in the purchase of clothing for the party upon termination of employment. The City shall be authorized to deduct from any pay or allowance yet due such employee, any monies it advanced or paid by the City for said Officer's clothing.

Section 5. Body armor issued to any Officer, shall be subject to inspection and replacement at the option of the City, at any time. Any Officer deeming his/her body armor worn, damaged, and/or in any other manner not functional may, at any time consistent with departmental procedure, request the Chief of Police, Executive Officer, and Shift Officer inspect such garment with the view to immediate replacement, the decision of the Chief of Police and Safety Director being dispositive of the issue.

Section 6. Uniforms and equipment should be replaced at City expense when shown to have been damaged in the line of duty.

Section 7. Any clothing allowance not fully utilized during any one year, may be carried over as a credit for the member to the immediate next succeeding year, during which time it must be used.

Section 8. Any member promoted to a higher rank shall receive an additional one-time payment of Two Hundred Dollars (\$200.00), as payment and reimbursement to such member for the purchase of new clothing, cap, and/or uniform(s) as may be needed to provide such member with proper identification of the new rank.

## ARTICLE XXII INSURANCE

Section 1. Effective through December 31, 2015, employees shall pay, on a monthly basis, ten percent (10%) of the City's cost for insurance coverage (hospitalization, prescription drug, dental, and vision) except that employees' monthly contributions shall not exceed \$70 per month for single coverage or \$183.20 per month for family coverage. Employees shall pay all applicable copayments/office visits and other associated out-of-pocket cost charges, in addition to the annual deductible of \$750 for single coverage and the annual deductible of \$1,500 for family coverage.

Section 2. Effective January 1, 2016, employees shall pay, on a monthly basis, eleven and one-half percent (11 ½%) of the City's costs for insurance coverage (hospitalization, prescription drug, dental, and vision) except that employees' monthly contributions shall not exceed \$100 per month for single coverage or \$240 per month for family coverage. The office copay shall be \$20 for primary care physicians and \$40 for specialists. The prescription drug copay shall be \$10 for generic drugs, \$25 for formulary drugs, and \$40 for non-formulary drugs. All other aspects of the plan shall remain as in 2015.

Section 3. Effective January 1, 2017, employees shall pay, on a monthly basis, thirteen percent (13%) of the City's cost for insurance coverage (hospitalization, prescription drug, dental, and vision) except that employees' monthly contributions shall not exceed \$100 per month for single

coverage or \$240 per month for family coverage. All other aspects of the plan shall remain as in 2016.

Section 4. The City shall not be obligated to pay the benefit described in paragraph one of this Article, when it is determined that the employee is covered under another person's plan, as in the case of spouse coverage, or absent from employment without justifiable reason or excuse.

Section 5. The City will provide for and pay the premium, for all full-time employees covered under this Agreement, for a convertible life insurance policy in the face value of \$40,000.00. The employee shall be permitted (at such employee's additional and sole expense) to add, consistent with insurance carrier conditions, a spouse for insurance policy coverage.

Section 6. The City will secure and provide a "Dental Rider", from its existing hospitalization carrier, for both single and family coverage.

Section 7. The City reserves the right to implement a Health Savings Account ("HSA") plan which employees may enroll in at their option.

Section 8. Each bargaining unit shall select one (1) representative to a Health Insurance Committee. The Mayor shall appoint two (2) additional members. The Committee shall explore options for health insurance and make recommendations to the City and the Union regarding plan design and employee premium contributions.

Section 9. For all bargaining unit members, the Major Medical Life Time maximum benefit shall be increased to One Million Dollars (\$1,000,000.00), per individual.

#### **ARTICLE XXIII DEFERRED RETIREMENT OPTION**

Section 1. Members of the bargaining unit who elect to participate in the DROP program offered by the Police and Fire Pension system shall not lose any benefits, rights or wages provided by this contract or otherwise by law to which they would be entitled had they not chosen to participate in the DROP program. All DROP participants shall remain part of this bargaining unit and be treated for purposes of this Agreement as any other member of the bargaining unit.

#### **ARTICLE XXIV MISCELLANEOUS**

Section 1. 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.

Section 2. The City will provide a locked bulletin board for FOP/OLC use in the Squad Room. The Safety Director and the FOP/OLC Associates shall have custody of the keys. Political, obscene or insulting material shall not be posted.

Section 3. Subject to approval of the Safety Director, an employee may retain private, part-time employment as long as it in no way interferes with his or her employment with the City. An employee shall not commence part-time employment until approval of the Safety Director has been granted. The decision of the Safety Director shall be final, and approval may be withdrawn at any time. An employee who has retained private, part-time work shall keep the Chief informed of the name and address of the private employer. The decision of the Safety Director shall not be arbitrary and capricious.

Section 4. The City reserves to itself the determination of payment for annual physical examinations for members of the Police Department, and/or any other period of time, under its management prerogative.

#### **ARTICLE XXV LAYOFFS**

Section 1. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

Section 3. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 4. Before any full time employee may be laid off, all part-time employees will be first laid off.

#### **ARTICLE XXVI SAVINGS CLAUSE**

Section 1. This Agreement shall be subject to and subordinate to any present and future Federal and/or State laws, and the invalidity of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving portions. Further, this Section shall not be applied to invalidate any provision where the parties to this Agreement, acting pursuant to Section 4117.10 of the Ohio Revised Code, intentionally negotiated procedures at variance with State law or Civil Service procedures, rules and regulations.

**ARTICLE XXVII  
BARGAINING UNIT WORK**

Section 1. Bargaining unit work shall consist of any type of work normally performed by bargaining unit members. Bargaining unit work shall be performed by bargaining unit members; non-bargaining unit employees shall not displace bargaining unit members.

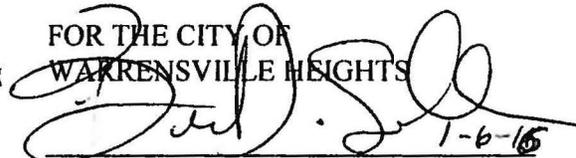
**ARTICLE XXVIII  
DURATION OF AGREEMENT**

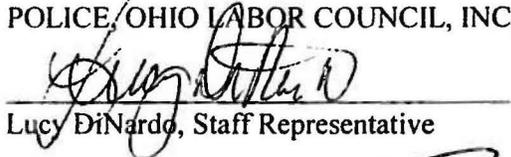
Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the FOP/OLC and except as otherwise noted herein, shall become effective on ratification and shall remain in full force and effect until 11:59 p.m. December 31, 2017. If either party desires to make any changes in the Agreement for a period subsequent to its expiration, notice of such a desire shall be given prior to applicable statutory deadlines. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.

**ARTICLE XXIX  
EXECUTION**

Section 1. IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed this 1<sup>st</sup> day of Jan, 2015.

APPROVED:

FOR THE CITY OF  
WARRENSVILLE HEIGHTS  
  
Bradley D. Sellers, Mayor

FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL, INC.  
  
Lucy DiNardo, Staff Representative

  
Lt. Fred Kerling

  
Lt. Greg Curtin

2487-14-02  
12.07.15