



04/26/10
07-CON-04-0520
0520-04
K26308

AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(FULL-TIME CORRECTIONS OFFICERS/OFFICERS IN CHARGE)**

Effective January 1, 2008 through December 31, 2010

TABLE OF CONTENTS

		<u>Page No.</u>
ARTICLE I	PURPOSE	1
ARTICLE II	RECOGNITION	1
ARTICLE III	OPBA MEMBERSHIP, MEETINGS AND DUES	2
ARTICLE IV	NON-DISCRIMINATION	4
ARTICLE V	MANAGEMENT RIGHTS	5
ARTICLE VI	HOURS OF WORK AND OVERTIME	6
ARTICLE VII	SALARIES AND OTHER COMPENSATION	10
ARTICLE VIII	VACATIONS - HOLIDAYS	12
ARTICLE IX	HOSPITALIZATION AND LIFE INSURANCE	15
ARTICLE X	SICK LEAVE	17
ARTICLE XI	LEAVES OF ABSENCE	20
ARTICLE XII	CLOTHING ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE	23
ARTICLE XIII	SENIORITY	25
ARTICLE XIV	PROMOTIONS-JOB BIDDING	26
ARTICLE XV	GRIEVANCE PROCEDURE	29
ARTICLE XVI	ARBITRATION	33
ARTICLE XVII	NO STRIKE/NO LOCKOUT	35
ARTICLE XVIII	COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF	36
ARTICLE XIX	MISCELLANEOUS	37
ARTICLE XX	SAFETY AND LABOR RELATIONS COMMITTEE	40

ARTICLE XXI	LEGALITY/SEVERABILITY	41
ARTICLE XXII	OBLIGATION TO NEGOTIATE	41
ARTICLE XXIII	DURATION	42
	SIGNATURE PAGE	42

ARTICLE I

PURPOSE

Section 1. This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the Ohio Patrolmen's Benevolent Association ("OPBA").

Section 2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate, through their exclusive bargaining agent, in the establishment of wages, hours, terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II

RECOGNITION

Section 1. For the duration of this Agreement, the City recognizes the OPBA as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

Section 2. The members of such bargaining unit are all full-time Corrections Officers, including full-time Officers-in-Charge.

Section 3. The categories of employees excluded from the bargaining unit include all other full-time and part-time employees of the City.

ARTICLE III

OPBA MEMBERSHIP, MEETINGS AND DUES

Section 1. The City agrees to deduct from each payroll dues, fees and assessments in an amount certified to be current by the Dues Secretary of the OPBA, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the City to the Dues Secretary of the OPBA in the full amount deducted.

Section 2. The City agrees to require each new employee who is not a member of the OPBA, as a condition of employment, to pay to the OPBA by way of payroll deduction a Fair Share Fee as determined by the Executive Board of the OPBA but not to exceed the initiation fees, dues and/or assessments paid by OPBA members.

Section 3. Any individual employee who objects to joining or financially supporting the OPBA, based on bona fide religious tenets or teachings of a church or religious body of which such

employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the OPBA of his objection. The employee will meet with representatives of the OPBA and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the OPBA that this has been done.

Section 4. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the OPBA. Membership in the OPBA is not compulsory. Members of the bargaining unit have the right to join or not to join the OPBA as each may decide. Neither party shall coerce or discriminate against an employee because of his/her decision to join or not to join the OPBA.

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

Section 6. The City shall not interfere with or prevent bargaining unit members and their representatives from meeting on City property for the purpose of conducting OPBA business,

provided that such meetings shall not be on City time. However, such meeting time and place shall be presented to the Police Chief or his designee in advance, for approval. The Police Chief or his designee shall not unreasonably withhold approval.

Section 7. Members of the OPBA Bargaining Committee, which shall not exceed two (2) elected or appointed by the OPBA, shall have authorized leave from duty for all meetings which are arranged by the City and the OPBA without loss of pay.

Section 8. The City will provide an aggregate total of forty-eight (48) hours per year for Union business, which may be used by officers of the Union to participate in authorized Union meetings provided, however, that prior to such meetings, the employees will advise the City.

ARTICLE IV

NON-DISCRIMINATION

Both the City and the OPBA recognize their respective responsibilities under the federal and state civil rights laws, fair employment practice acts and other similar constitutional and statutory requirements. Therefore, both the City and the OPBA hereby reaffirm their obligation to comply with federal, state and local laws regarding discrimination, including discrimination against OPBA membership. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the City shall supply these in printed form to the OPBA and each employee, and any changes shall be communicated in advance to the Officers of the OPBA);
- (c) To determine the size, composition and adequacy of the workforce;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements for the Department;
- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;

- (g) To lay off employees;
- (h) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (i) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (j) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;
- (k) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. The work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.

Section 2. The City shall be the sole judge of the necessity for overtime and all assigned overtime must be worked. Regular overtime will be assigned by seniority within each respective division of the department. The least senior employee will be required to perform the work.

Section 3. Base pay contemplates, on the average, five (5) shifts per week of (8) eight hours each, as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to

overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another corrections officer to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief or his designee.

Section 4. Employees shall be compensated for overtime hours worked in excess of eight (8) hours in a day or forty (40) hours per week, but not both. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate, including longevity, divided by 2,080 hours. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes.

Section 5. An employee may choose to receive overtime in either compensation or compensatory time; provided, however, that an employee may accumulate compensatory time up to one hundred twenty (120) straight-time hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is earned.

Section 6. Training.

(a) For purposes of this Article, all mandatory training, excluding travel time to and from school, shall be considered time worked.

(b) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid either at the overtime rate or in compensatory time only at the base rate. (Employees are not to be compensated for non-classroom study time.)

(c) All travel time to and from training, whether voluntary or mandatory, shall be paid at the overtime rate or in compensatory time only at the base rate, unless an employee has accumulated sixty (60) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

Section 7. Court Time.

(a) Employees, when required to appear in Bedford Municipal Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at such Court (including reasonable travel time) at a minimum of two (2) hours of regular base pay, or overtime, whichever is appropriate. Employees required to appear in any other courts shall be paid for the

actual time spent in attendance at court or a minimum of four (4) hours. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he/she commences his/her normal shift of duty, or is required to remain on duty after his/her normal quitting time to complete a Court appearance which begins while on duty, he/she shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio.

(b) Employees who are required to use their personal vehicle to travel to and from the police station to Court shall receive mileage at the rate established by the City.

Section 8. Call-in Time. Employees, when required to report to work other than for court or training not contiguous to regular scheduled shift time, shall be paid for actual time worked or a minimum of three (3) hours' pay.

ARTICLE VII

SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. Employees covered by this Agreement shall receive the following hourly compensation based upon the date they began full-time employment in the Department of Corrections, which shall be known as "Base Pay":

<u>Effective 01/01/08</u>	<u>Start</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>
Officer in Charge	16.91	18.22	19.50	20.80
Corrections Officer	14.95	16.26	17.55	18.83
 <u>Effective 01/01/09</u>				
Officer in Charge	17.41	18.76	20.08	21.42
Corrections Officer	15.39	16.74	18.07	19.39
 <u>Effective 01/01/10</u>				
Officer in Charge	17.93	19.32	20.68	22.06
Corrections Officer	15.85	17.24	18.61	19.97

Section 2. Adjustment for Longevity. Every employee's base pay shall be increased after completion of three (3) years of continuous employment and service by the following percentages:

<u>Years of Service</u>	<u>Percentage*</u>
First through third	0
Fourth and fifth	2
Sixth and seventh	2-1/2
Eighth and ninth	3
Tenth and eleventh	3-1/2
Twelfth and thirteenth	4
Fourteenth and fifteenth	4-1/2
Sixteenth and seventeenth	5
Eighteenth and nineteenth	5-1/2
Twenty and over	6

Effective October 1, 2003, no employee shall receive a longevity bonus greater than \$3,300.00 per year.

This adjustment shall be based on an employee's original date of hire or appointment and shall be applied to an employee's first full pay period following their anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

Section 3. Pension. The City will make a contribution to PERS as required by state law.

Section 4. Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

Section 5. When a Corrections Officer (CO) works as an Officer-in-Charge (OIC), the CO will be paid the base OIC rate of pay for all hours worked as Acting OIC. Temporary promotions to OIC will be based on seniority.

Section 6. After submission of certification of skill, the Employer shall pay an employee an annual bonus of One Hundred Dollars (\$100.00) on the employee's anniversary date of hire for possessing the ability to speak the Spanish language.

Section 7. An employee who serves as training officer shall receive one (1) hour of compensatory time for each eight (8) hour shift spent training.

Section 8. Each Certified Instructor shall receive an annual premium of One Hundred Dollars (\$100.00) to be paid on or before December 1, 2008. Said premium shall be increased to Two Hundred Dollars (\$200.00) for contract year 2009 and to Three Hundred Dollars (\$300.00) for contract year 2010.

ARTICLE VIII

VACATIONS - HOLIDAYS

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of full-time service with the City. Vacation time shall be earned annually as follows:

After one (1) yr. continuous full-time service	2 weeks
After six (6) yrs. continuous full-time service	3 weeks
After twelve (12) yrs. continuous full-time service	4 weeks
After seventeen (17) yrs. full-time continuous service	5 weeks

The City will permit up to one (1) week of vacation to be taken one day at a time with advance written permission of the Chief or his designee.

Section 2. Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. No more than one (1) officer per shift shall be allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring work during their vacation period, the employee shall receive compensation for the time he would have had as vacation.

Section 3. For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the City who has previously accumulated vacation time due from another public employer.

Section 4. Selection of Vacations. Each January, each employee, in order of seniority, shall specify on a list provided by the City the weeks (maximum of two (2) weeks) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. No more than one (1) employee per shift shall be allowed off for vacation at any one time. After all employees have been provided the opportunity to select their initial two (2)-week vacation period, those employees entitled to additional weeks of vacation shall choose, one (1) week at a time, from the available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. Employees may hold a maximum of one (1) week of vacation per year to be split into single days. All selections must be made prior to January 31st of each year. As indicated, vacations, insofar as practicable, will be granted according to employee requests. However, the Police Chief or his designee

shall have exclusive authority to allot vacation periods and to change such allotments.

Section 5. Holidays. Each employee shall be entitled to thirteen (13) paid days off (104 hours) per calendar year as approved by the Police Chief or his designee. No employee shall be entitled to time off on a city, state or federal holiday unless such time is requested and approved by the Police Chief or his designee, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday (except in cases of emergency as determined by the Police Chief or his designee). Employees who are required to work on a holiday shall be paid one and one-half (1-1/2 times their regular rate of pay. The term "holiday" means one of the following days:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Days (2)

Section 6. Proposed Contract Language. An eligible employee who does not work on a holiday shall be paid eight (8) hours straight time at their regular hourly rate of the job to which they are regularly assigned, exclusive of shift, and Sunday premiums; provided that if an eligible employee is scheduled to work on any of the above holidays, but fails to

report and perform their scheduled or assigned work, they shall become ineligible to be paid for the unworked holiday, unless they have failed to perform such work because of Article XI, Section 2, Funeral Leave.

As used in this Section, an eligible employee is one who:

- (a) has worked 30 days from the date of hire;
- (b) performs work or is on vacation in the pay period in which the holiday is observed; and
- (c) works as scheduled or assigned both on their last scheduled work day prior to and their first scheduled work day following the day on which the holiday is observed; unless they have failed to work because of death in the immediate family.

ARTICLE IX

HOSPITALIZATION AND LIFE INSURANCE

Section 1. (a) The City will make available group insurance benefits to full-time employees through Medical Mutual, or equivalent benefits provided by another carrier consistent with the health care plan attached hereto as Exhibits "A" and "B". In addition, the City will make available to full-time corrections officer group insurance benefits with equivalent deductibles, charges for office visits and co-pays for single and family coverage provided through Kaiser Permanente HMO. Effective 01/01/08 all employees shall

contribute eight percent (8%) of the premium for family health insurance and eight percent (8%) of the premium for single health insurance. All employees shall contribute towards the premium for either single or family health insurance; however, employee contributions shall not exceed forty-five dollars (\$45.00) per month. In addition, employees will be required to make co-pays as specified in attached Exhibit "A". The City shall create a Section 125 plan which will permit the City to make contributions on a pre-tax basis.

(b) Newly-hired employees will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) The City will provide to all eligible employees the Health Care Benefit Plans, Dental Insurance (currently provided benefits or benefits of the same overall level or greater) and Vision Care benefits with employee contributions as noted above. Prescription co-pays shall be in accordance with Exhibit "B", attached.

Section 2. **Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee.

Section 3. Any employee who waives coverage of the health insurance shall receive forty-five dollars (\$45.00) for each waived month.

ARTICLE X

SICK LEAVE

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of 4.6 hours for each completed eighty (80) hours worked. Employees may use sick leave, upon approval of the Police Chief or his designee, for absence due to illness (including pregnancy and recovery), injury, or exposure to a contagious disease which could be communicated to other employees. Unused sick leave shall be cumulative without limit.

Section 2. When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Police Chief or his designee or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Police Chief or his designee feels that such affidavit is necessary to prevent abuse of the provisions of this Article. The City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City to

ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

Section 3. Payment of sick leave upon retirement. At retirement, layoff, death, dismissal or resignation, an employee with ten (10) years of service or more shall be permitted a maximum payout of accumulated sick leave (noted above in Section 1) of 1:3. For example, if an employee has accumulated 1,000 hours of sick leave, he/she will be eligible to receive a payout equivalent to 333 hours.

Section 4. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage-related benefits.

Section 5. Six (6) hours of compensatory time shall be accrued by every bargaining unit member for each six-month period without using sick time. The six-month periods shall be measured January to June of each year and July to December of each year.

Section 6. Line of Duty Injury Leave. An employee who is disabled as a result of the performance of duties as a full-time employee of the City (including training), if such disability prevents them from performing duties as such municipal employee, shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed 180 calendar

days from the date that such disability was incurred less, however, any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State subject, however, to the following conditions and provisions:

(a) A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the Safety Director within ten days of the date of injury. The Safety Director shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

(b) In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the Safety Director and the clamant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the City be unable to agree upon a third physician,

then The President of the Academy of Medicine of the City of Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

(d) As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

(e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Unpaid Medical Leave of Absence.

(a) An employee who sustains a job-related injury shall have the option of using his paid sick leave, paid vacation leave, unpaid medical leave of absence or workers' compensation (which shall not count as hours worked), whichever he prefers.

(b) After an employee has exhausted his sick leave with pay, he or she shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery period) upon written request, supported by medical evidence satisfactory to the City if the employee has reported such

illness, injury or pregnancy (including postpartum recovery period) to his or her Department Head by no later than the second day of absence.

(c) If the illness, injury or pregnancy (including postpartum recovery period) continues beyond six (6) months, the Employer may grant additional leave under this provision, upon written request.

(d) An employee on an unpaid medical leave of absence is expected to keep the Employer informed on the progress of his or her illness, injury or pregnancy (including postpartum recovery period), as circumstances allow.

(e) Any employee who has been on an unpaid medical leave of absence beyond five (5) consecutive work days may be required to submit to and pass a physical examination before being permitted to return to work.

Section 2. Funeral Leave.

(a) When death occurs in the immediate family of any employee (legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandchildren and grandparents), an employee, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent), provided the employee attends the funeral service. Such payment will be at the employee's normal rate.

(b) If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and the Chief may agree to another method.

Section 3. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 4. Jury Duty. An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served.

Section 5. Unpaid Personal Leave. Leaves of absence for good reasons without pay may be granted at the sole discretion of the Employer.

Section 6. Family and Medical Leave. The City shall comply with its Federal and Medical Leave Policy pursuant to Resolution 93-133.

ARTICLE XII

**CLOTHING ALLOWANCE AND
UNIFORM MAINTENANCE ALLOWANCE**

Section 1.

(a) **Clothing Allowance.** Each full-time employee, in addition to his/her regular compensation, shall receive an annual allowance toward the purchase of regularly prescribed uniform. Such allowance shall be a maximum of Four Hundred Dollars (\$400.00) in any twelve-month period, except that the maximum allowance for all new appointees during their first year of service shall be in such amount as is approved by the Police Chief or his designee to provide sufficient adequate uniforms and equipment, but shall include five long-sleeved shirts, five short-sleeved shirts, and five pairs of uniform pants. All such uniforms shall be purchased by the employee who shall present to the Police Chief or his designee a proper receipt of such expenditures. The uniform allowance shall be paid by check issued to the employee and distributed to the Police Chief or his designee in the amount of Two Hundred Dollars (\$200.00) on April 15, and Two Hundred Dollars (\$200.00) on October 15 of each year. Distribution of the checks shall be made by the Police Chief or his designee to the employees upon presentation to the Police Chief or his designee of the above-required

receipts. The Police Chief or his designee shall collect all such receipts and forward them to the Director of Finance.

(b) **Maintenance Allowance**. Each full-time employee shall, in addition to the above, receive an annual maintenance allowance of Four Hundred Fifty Dollars (\$450.00) per year for cleaning of such uniforms. Maintenance allowance shall be issued to the employee and distributed by the Chief or his designee in equal amounts on April 15th and October 15th of each year.

Section 2. Any employee, incurring damage or destruction to any personal equipment, clothing or gear, in the performance of his/her official duty, shall be entitled to reimbursement from the City upon presentation of a claim to the Police Chief or his designee with satisfactory proof thereof.

Section 3. Reimbursement of Clothing Allowance. Any uniforms or equipment paid for by the City pursuant to this provision shall be and remain the property of the City during an employee's probationary period. Upon receiving a permanent appointment such uniform or equipment shall become the property of the employee. All probationary employees who do not receive a permanent appointment or leave the City during the probationary period shall return to the City all uniforms and equipment paid for by the City.

ARTICLE XIII

SENIORITY

Section 1. Seniority for a full-time employee shall be that employee's length of continuous full-time service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his/her most recent date of hire. An employee shall have no seniority during his/her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Seniority shall be determined by date of full-time appointment to the bargaining unit with ties broken by date of hire with the City in a part-time or other status. In the event a tie still exists, the tie shall be broken by alphabetical last name with "A" being senior and "Z" being junior.

Section 2. Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for cause;
- (c) Is laid off more than one (1) year;
- (d) Is absent without notice for five (5) consecutive duty days;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice by certified mail (return receipt requested) to such employee's last known address as shown on the City's records.

Section 3. Probationary Period.

(a) All new employees shall be considered to be on probation for a period of one hundred eighty (180) work days from the date of employment. If the conduct, capacity, fitness or aptitude of a probationary employee is unsatisfactory, he may be discharged at the sole discretion of the appointing authority at any time. Such employee shall not be subject to the grievance procedure.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

Section 4. For the term of this agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

ARTICLE XIV

PROMOTIONS - JOB BIDDING

Section 1. When a vacancy occurs, or a new job is created, the City shall post a notice of the opening for ten (10) consecutive work days on a bulletin board accessible to bargaining unit members within the Department of Corrections and

shall send a copy of same to the Union. The notice shall contain the job classification, title, rate of pay and brief job description. Employees who wish to be considered for the posted job must file a written application with the Police Chief no later than the end of the posting period. Employees within the Department in which the vacancy or opening occurs will be given preference.

Section 2. All timely filed applications shall be reviewed by the City, and the job shall be awarded within forty-five (45) working days after the end of the posting period. The job shall be awarded on the basis of seniority, experience, skill and ability to perform the work in question. If the skill, ability and experience of two (2) or more employees are substantially equal, seniority shall govern. The City shall be the judge of ability, skill and experience. In the event the City cannot fill the vacancy with a current employee, individuals not employed by the City will be considered. The hiring of individuals not employed by the City shall be at the sole discretion of the Mayor. The City will post a notification which shall state who, if anyone, is the successful bidder, and a copy of this notice shall be sent to the Union.

Section 3. An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify for the

position, but not more than thirty (30) calendar days. He will be considered to have qualified on the new job in the judgment of the City when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standard applicable to the job. If he fails to qualify, he shall be returned to his former job.

Section 4. An employee awarded a job under these provisions shall receive the minimum starting rate of the new classification or a one-step increase over his present rate, whichever is higher.

Section 5. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

Section 6. The Employer shall post all supervisory positions on a bulletin board accessible to bargaining unit members for a period of ten (10) working days within the Department of Corrections. The Employer shall give qualified bargaining unit employees consideration for any supervisory vacancy within the Department.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his/her grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 2. A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, working conditions, or discipline.

Section 3. Definitions:

(a) **Aggrieved Party.** The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.

(b) Party in Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

(c) Day. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

Section 4. If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

Section 5. An employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the grievance procedure.

Section 6. The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

Section 7. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be

final. In addition, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

Section 8. The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue any other remedies. If an employee pursues other remedies not provided herein, he is deemed to automatically waive and forfeit the remedies provided by this grievance procedure.

Section 9. Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the City fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

Section 10. 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 11. Procedure.

Step 1:

An employee may present his/her grievance orally or in writing to the Jail Administrator, through the OPBA representative or personally. The Jail Administrator shall

attempt to adjust the matter in a meeting between the OPBA representative, the aggrieved and himself. If the grievance is presented orally and the Jail Administrator's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the OPBA. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (a) A statement of the grievance clearly indicating the question raised by the grievant;
- (b) Remedy or correction which is desired;
- (c) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (d) The date the grievance occurred.

The Jail Administrator shall give his/her answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within five (5) days of receipt of the Jail Administrator's disposition.

Step 2:

Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the OPBA representative and the Police Chief or his designee, at which time the grievance shall be discussed. The Police Chief or his designee shall render a disposition in writing within ten (10) days following the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within five (5) days from the date of the Police Chief or his designee rendering his/her decision. A copy of the Police Chief or his designee's decision shall be submitted with the appeal. The Mayor or his/her designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his/her OPBA representative. Either party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or his/her designee shall issue a written decision to the OPBA's representative with a copy to the employee within twenty (20) days from the date of the hearing.

ARTICLE XVI

ARBITRATION

Section 1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the City, then within ten (10) days after the rendering of the decision at Step 3 or a default by the City at Step 3, the OPBA may submit the grievance to

arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the Federal Mediation and Conciliation Service (FMCS) submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with FMCS's then-applicable rules. Provided, either party may reject the first panel and request a second panel.

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

Section 3. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the FMCS, if applicable.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The OPBA agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the OPBA failed to fairly represent a member of the bargaining unit in the exercise of his/her rights in this procedure.

ARTICLE XVII

NO STRIKE/NO LOCKOUT

Section 1. The OPBA shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge or other disciplinary action without recourse to Article XV.

Section 3. The OPBA shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any

violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the OPBA shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference at any operations of the City are prohibited and are not in any way sanctioned or approved by the OPBA. Furthermore, the OPBA shall also immediately advise all employees to return to work at once.

Section 4. The City shall not lock out any employees for the duration of this Agreement.

ARTICLE XVIII

COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

Section 1. If an employee is eligible to receive vacation, holiday, longevity, or any other pay normally received in the course of employment, which also includes pro rata pay due for the current year at the current rate of pay in accordance with the applicable provisions of the ordinance of the City, it shall be paid to the employee or in the event of death, to the employee's estate.

Section 2. Sick time will be disbursed in accordance with Article X.

ARTICLE XIX

MISCELLANEOUS

Section 1. Reimbursement.

(a) If an employee voluntarily terminates his/her employment with the City within one (1) year from initial date of employment, the employee will reimburse the City for the cost to the City of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City.

(b) Any new training, schooling, classification or position will be offered to all existing members before any new members are hired for said purpose.

(c) The City shall pay for schooling and/or training if approved by the Police Chief or his designee.

Section 2. Residency. All bargaining unit employees hired will live within a fifteen (15) mile radius of the City of Bedford Heights (measured from City Hall) as defined in Section 9.07 of the City Charter, provided that the radius shall extend to include any city, village or township which is immediately contiguous to or within the radius. New employees must move into the radius at the end of their probationary period.

Section 3. Damage to Property and Vehicles. Employees entrusted with City vehicles or property, who through their own

negligence damage such vehicles or property, shall be subject to disciplinary action, which shall be grieved through the grievance/arbitration procedure.

Section 4. Infectious Disease. The City will provide required medical attention, including inoculations for employees or family members who either contract infectious disease or may be exposed to infectious disease that arises directly out of the work environment.

Section 5. Printing and Supplying. This Agreement and any future Agreement shall be supplied to each employee by the City at no cost to the employee.

Section 6. Shift Bidding. Correction Officers shall bid on permanent shifts on December 1st and May 1st of each year. Officers shall bid by seniority. No changes in the schedule shall be made except in the case of an emergency.

Section 7. Education Assistance.

(a) All regular full-time employees are eligible for Education Assistance. An employee shall perform service for the City for a minimum of one (1) year before becoming eligible for benefits under this program unless authorized by the Mayor on the basis of need or courses of study necessary to perform specific job requirements.

(b) The course of study is to be approved by the Chief of Police or his designee and the Mayor prior to the employee's

enrollment in the course in order to receive financial assistance. The courses of study shall be limited to those areas which have a relationship to an employee's work or tend to prepare an employee to improve themselves to another position. It is not the intent of the program to provide courses of study unrelated to overall municipal or government work or to provide a general education or academic degree in another field of study.

(c) Prior to enrollment in any school or course of study, employees must complete a "Request for Enrollment in Employee Educational Program" form, and must be approved by the Chief of Police or his designee and the Mayor. After the necessary approval has been issued, the employee may proceed to register for the course of study.

(d) The following limitations are required:

1. Limitation of five hundred dollars (\$500.00) per employee for a calendar year;
2. Expenditure is to be used solely for tuition, books and mandatory fees;
3. School must be a recognized educational institution;
4. Employee must complete and pass course of study satisfactorily in order to be reimbursed; and

5. As requested by the Union, the City shall reimburse employees for reasonable overnight expenses incurred as a necessary part of educational assistance.

Section 8: All employees covered under this Collective Bargaining Agreement shall be subject to all terms and conditions of the City of Bedford Heights Drug-free Workplace Operating Procedures. Attached as Exhibit "C" is the Drug-free Workplace Operating Procedures.

ARTICLE XX

SAFETY AND LABOR RELATIONS COMMITTEE

Section 1. To provide for means of better communication and understanding between the City of Bedford Heights and the OPBA, a Safety and Labor Relations Committee is established. The committee shall consist of no more than two (2) representatives each from the City and the bargaining unit. The chairman of the OPBA Negotiating Committee shall notify the Chief of Police or his designee as to OPBA representatives.

Section 2. The committee shall meet as necessary to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party may submit in writing an agenda to be discussed. Individual grievances shall not constitute appropriate subject matter for this committee.

Section 3. The Safety-Labor Relations Committee shall be established no later than sixty (60) days after the full execution of the current agreement.

ARTICLE XXI

LEGALITY/SEVERABILITY

It is the intent of the City and the OPBA that this Agreement comply in every respect with the applicable legal statutes and City Charter provisions and requirements. If it is determined that any provision of this Agreement is in conflict with such statutes or Charter provisions, such provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE XXII

OBLIGATION TO NEGOTIATE

Section 1. The City and the OPBA acknowledge that during negotiations which preceded 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/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. For the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waive the right, and

each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXIII

DURATION

This Agreement shall be in full force and effect from January 1, 2008, through December 31, 2010. Upon written notice by either party to the other, given on or before December 31, 2010, negotiations for a new agreement commencing January 1, 2011, shall begin. If no notice is given then by either party, this Agreement will continue in effect for succeeding calendar years, except that either party may give written notice to negotiate a new Agreement to commence the following January 1st. The provisions of this Agreement except where otherwise indicated shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2008.

CITY OF BEDFORD HEIGHTS

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Corrections

2013, negotiations for a new agreement commencing January 1, 2014, shall begin. If no notice is given then by either party, this Agreement will continue in effect for succeeding calendar years, except that either party may give written notice to negotiate a new Agreement to commence the following January 1st. The provisions of this Agreement except where otherwise indicated shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 23rd day of September, 2011.

CITY OF BEDFORD HEIGHTS

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

BY: *Fletcher Berger*

BY: *Kevin Lawrence*

BY: *Kenneth Akhinnu*

BY: *[Signature]*

By: _____

By: _____

Approved as to legal form:
[Signature]
Ross S. Cirincione, Law Director
City of Bedford Heights, Ohio

