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AGREEMENT BETWEEN

THE CITY OF MAYFIELD HEIGHTS, OHIO

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(OPBA)**

SERGEANTS AND LIEUTENANTS

SERB CASE NO. 2020-MED-10-1143

**Effective: Upon Execution
through
December 31, 2023**

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ARTICLE 1
AGREEMENT

1.01. This Agreement is entered into between the City of Mayfield Heights, Ohio, hereinafter referred to as the "City" or "Employer" and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "OPBA" or "Union."

ARTICLE 2
PURPOSE

2.01. The purposes of this Agreement are to provide a fair and reasonable method through which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE 3
UNION RECOGNITION

3.01. The Employer recognizes the OPBA as the sole, exclusive representative for those employees in the bargaining unit listed in Section 3.02.

3.02. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit as certified by the Ohio State Employment Relations Board, on which certification orders were filed and served upon each party hereto on April 13, 2018.

3.03. The term bargaining unit shall be defined as follows:

Full-time Sergeants and above, excluding the Chief, the Executive Lieutenant who stands in place of the Chief, and all Patrolmen - SERB Case No. 2017-REP-09-0098.

3.04. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

3.05. In the event of a change of duties of a position, or if a new position is created within the Department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit or shall so advise the OPBA, in writing, within thirty (30) calendar days after the position is established. If the OPBA disputes the Employer's determination of bargaining unit status, it shall notify the Employer; the parties shall meet and attempt to resolve their disagreement within seven (7) calendar days from the OPBA's notification to the Employer. If the parties agree on inclusion they shall implement the agreement. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

ARTICLE 4
NON-DISCRIMINATION

4.01. Federal/State Discrimination Allegations. The parties recognize and acknowledge that any allegation of discrimination based on a legally protected classification under Federal or State Law is processed through external administrative agencies (i.e., EEOC/OCRC).

4.02. In the interest of attempting to resolve outstanding issues that may be filed under this article or would be otherwise appealed to an external administrative agency (i.e., SERB, EEOC, or OCRC), the Employer, the member involved, and appropriate representative, shall meet as soon as practicable in an effort to resolve the alleged violation upon being notified of a potential dispute implicating this subject matter.

4.03. Gender Neutral. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4.04. Union Affiliation. The Employer and OPBA agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership, or position in the OPBA.

ARTICLE 5
NO STRIKE/NO LOCKOUT

5.01. The OPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the Employer. Furthermore, while on the Employer's premises, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02. The OPBA and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.01. In the event any violation of Section 5.01 occurs, the OPBA shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the OPBA. Furthermore, the OPBA shall immediately advise all employees to return to work or to end such interference at once.

5.03. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the corrective action provision contained herein, including the necessity of just cause.

5.04. The Employer shall not lock out employees for the duration of this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS

6.01. It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement, including but not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the workforce; and
- I. Take action to carry out the mission of the public employer as a governmental unit.

6.02. In addition, the OPBA agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7
WORK RULES

7.01. The OPBA recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures.

7.02. The Employer will attempt to give at least seventy-two (72) hours advance written notice of the implementation of any new or revised work rule, regulation, policy, or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new or revised

work rule, etc., and will forward a copy to the Chairperson of the Mayfield Heights OPBA bargaining unit.

ARTICLE 8
CORRECTIVE ACTION

8.01. No member shall be suspended, removed, or reduced in pay or position or disciplined in any manner except for just cause. Forms of disciplinary action to which this applies are the following:

- A. Written warning (documented verbal warning).
- B. Written reprimand.
- C. Suspension of record or suspension without pay. (Suspension of record: at the option of the employee, and with the concurrence of the Employer, accumulated vacation or holiday time may be forfeited equal to the length of the suspension without pay, or the Employer may determine to offer the opportunity for the substitution of paid leave for all or a portion of the suspension; any such record of suspension will be maintained and shall have the same force and effect as a suspension without pay.)
- D. Reduction in pay (including reduced pay suspensions, etc.) and/or position (i.e., demotion). (Note: for purposes of a reduced pay suspension, the employee will be required to report to work and be paid at minimum wage for those days on suspension.)
- D. Fines (i.e. forfeiture of accrued leave)
- E. Discharge.

8.02. Progressive Discipline. Except in instances of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

8.03. Complaints/Internal Investigations. Whenever a third person (non-police department employee) accuses a member of activity that could be considered a violation of the policies and rules of the Mayfield Heights Police Department, and the Department begins an investigation of the accusations, the member shall be notified that he or she is the object of the investigation and has a right to representation at any investigatory interviews at which the member is required to appear.

8.04. Predisciplinary Conference. Whenever the Employer and/or his designee determine that there may be cause for an OPBA member to be disciplined (i.e., reprimanded, suspended, reduced, or discharged), a predisciplinary conference will be scheduled to give the OPBA member the opportunity to offer an explanation for the alleged conduct. The predisciplinary conference procedure shall be as follows:

- A. Notice/Scheduling. The member shall be provided with a written notice of the charges, and the date, time, and location of the conference. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of the conference. A bargaining unit member shall suffer no loss in pay for attending a predisciplinary conference conducted during his regular work hours. The hearing shall be conducted by the Chief of Police/designee.
- B. Representation. The affected member(s) may have a representative from the OPBA present at any such predisciplinary conference, the cost of which shall be borne by the member.
- C. Decision. Within ten (10) calendar days after the conference, the Chief of Police/designee shall provide the employee with a written statement affirming, reducing, or dismissing the charges based on the relative strength of the evidence presented at the conference.

8.05. Waiver of Predisciplinary Conference. Prior to the scheduled time of the predisciplinary conference, the member may waive his/her right to such a conference by signing the "Waiver of Predisciplinary Conference" form (Appendix B).

8.06. Disciplinary Appeals. For an employee who has received a suspension, dismissal or reduction in pay, an appeal may be taken directly to step 2 of the Grievance Procedure in accordance with the timeframes for the filing of a Step 1 Grievance. For disciplinary actions that does not involve a loss in pay, such may be appealed through the grievance procedure beginning at Step 1, but are not subject to arbitration.

8.07. Disciplinary Procedures. The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

8.08. Records of Discipline. Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters, provided that there has been no other record of disciplinary action of any kind within that time period, under the following time frames:

Written reprimands	12 months
Suspensions of less than three (3) days	24 months
Suspensions of three (3) days or more	36 months

8.09. Disciplinary Record Retention Exceptions. Notwithstanding the above schedule, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or Laws of the State of Ohio or United States shall be permanently subject to consideration in future disciplinary actions.

Any absence (i.e., FML, Extended Medical Leave, Injury Leave, Military Leave) in excess of thirty (30) calendar days shall toll the above retention periods for the duration of the absence and extend the force and effect period for the applicable disciplinary action. Disciplinary action

taken in connection with a violation of the Employer's Drug and Alcohol Testing Policy shall be considered in all future related disciplinary actions involving drug/alcohol violations.

8.10. Last Chance Agreements. The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the union shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the Employer, in order to be enforceable. Last Chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements, including the opportunity to enter into the agreement, content, and stipulations are individualized and non-precedent setting.

ARTICLE 9 **PERSONNEL FILES**

9.01. It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his/her employees. All employees shall have access to their own individual personnel file for the purpose of reviewing any documents contained in their personnel file. In addition, a department member may inspect the file to respond to a pending grievance or official matter.

9.02. Access. Employees shall have access to their individual personnel files for review in the following manner:

- A. Requests for review must be made in writing to the Employer or his designated representative.
- B. All reviews shall be conducted during normal business hours.

9.03. Employee personnel files shall include, but may not be limited to, individual employment data, application forms, records pertaining to hiring, promotion, demotion, discipline, transfer, layoff, and termination.

9.04. Clarification. If, during the course of the review of an OPBA member's files, material is found which is considered negative or derogatory nature, the OPBA member may place in the file a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be in the file as long as the negative material remains.

9.05. Nothing herein shall prevent the dissemination of impersonal statistical information.

ARTICLE 10 **GRIEVANCE PROCEDURE**

10.01. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the OPBA.

The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances.

10.02. Definition. The term "grievance" shall mean an allegation by an OPBA member that there has been a breach, misinterpretation, or improper application of an express provision(s) of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

10.03. Group Grievances. A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several members in the same manner, one (1) member shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance is required to sign the grievance.

10.04. Processing/Vacancies in Steps. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing. In the event an office (Chief of Police or Mayor) authorized to hear a grievance is vacant, grievances will proceed to the next step, without any loss of time, to be answered by the next authorized person in the grievance procedure.

10.05. Grievance Withdrawal/Failure to Appeal. Any employee may withdraw a grievance at any point by submitting a written statement or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon the Employer's last answer.

10.06. Time Limits/Time Limit Calculations. For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays for the City (i.e., days where City Hall is closed) as defined herein. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure in accordance with the applicable time limitations. All time limits on grievances may be extended by mutual consent of the parties. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced.

An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

10.07. Grievance Contents. All grievances should be filed using the grievance form as presented at Appendix A and provide the following information:

- A. grieved employee's name and signature;
- B. grieved employee's position;
- C. date grievance was filed in writing;
- D. date and time grievance occurred;

- E. location where grievance occurred;
- F. description of incident giving rise to the grievance;
- G. specific articles and sections of the Agreement which are implicated; and
- H. desired remedy to resolve the grievance.

10.08. Grievance Procedure. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the OPBA to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: Police Chief

An OPBA member having a grievance will reduce it to writing and present the written grievance to the Chief of the Police Department within ten (10) days of the incident giving rise to the grievance, or within ten (10) days after the member first learned of the incident (not to exceed thirty (30) days from the date of the action or event). The Chief or appropriate designee shall discuss the grievance with the OPBA member and respond to the grievance within ten (10) days.

Step 2: Mayor/Designee

If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the OPBA. The OPBA will then review the merits of the grievance and decide whether or not to recommend further appeal. Should the OPBA decide to process the grievance further, the OPBA may file an appeal with the Mayor/designee within twenty (20) days after issuance of the Step One decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 decision is in error. The Mayor/designee shall grant the grievance, reject the grievance, or within ten (10) days schedule a meeting with the grievant and the appropriate OPBA representative.

The Mayor/designee shall investigate and respond to the grievant and appropriate OPBA representative within ten (10) days following receipt of the grievance or within ten (10) days of the meeting if one is held.

Step 3: Arbitration

If the grievance is not satisfactorily settled at Step 2, the OPBA may submit the matter to arbitration by notifying the Employer in writing of its intent to do so and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio resident arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. This letter of intent for arbitration must be submitted to the Mayor within ten (10) days following the date the grievance was answered or rejected by default at Step 2. In the event the grievance is not referred to arbitration within the limits prescribed or the list request is not made within the time limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply or default rejection as may be applicable. The arbitration of grievances will proceed under the following guidelines:

- A. Selection of Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS.

Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be equally split between the parties. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

- B. Hearing Procedure. The arbitrator shall issue a decision within thirty (30) days after the hearing is closed.

- C. Authority of the Arbitrator. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision. The arbitrator shall have the ability to modify the level of the discipline imposed upon finding that the employee has not engaged in the entirety of the charged conduct.

The arbitrator shall not recommend any right or relief on any grievance occurring at any time other than the contract period in which such right originated nor make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

- D. Arbitrability. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- E. Decision. The decision of the arbitrator shall be final and binding upon the OPBA, the member, and the Employer.
- F. Fees/Expenses. All costs directly related to the services of the arbitrator shall be split equally by the OPBA and the Employer. Expenses of the witnesses, if any, shall be

borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties order a court reporter's recording or request a copy of any transcript.

ARTICLE 11 **LABOR/MANAGEMENT COMMITTEE**

11.01. In the interest of sound labor/management relations, and upon the written request from the Employer or the OPBA Chairman, once each calendar quarter and on a mutually agreeable day and time, the Mayor, Police Chief, and/or Finance Director and Executive Officer, shall meet with not more than four (4) representatives of the OPBA to discuss issues of mutual Labor/Management interest.

11.02. The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meeting. The agenda, if provided by the OPBA, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the OPBA of changes made by the Police Chief which affect the bargaining unit;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improvement of efficiency; and
- F. To consider and discuss health and safety matters relating to employees.

11.03. It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE 12 **LAYOFF AND RECALL**

12.01. Notice. Whenever the Employer determines a layoff or position abolishment is necessary, the Employer shall notify the affected members, in writing, at least five (5) calendar days in advance of the effective date of layoff. The Employer, upon written request from the OPBA, agrees to discuss with the representatives of the OPBA the impact of the layoff on the bargaining unit employees.

12.02. Procedure. When the Employer determines layoffs will occur, members will be laid off in order of seniority, with the least senior laid off first, providing that all student, temporary,

part-time, seasonal, probationary, and provisional members in the Police Department are laid off first. When a position above the rank of patrolman is abolished, the incumbent officer shall be demoted to the next lower rank, and the least senior officer in point of service in the next lower rank shall be demoted until the least senior officer in point of service has been reached, who shall be laid off. An employee who is so displaced shall receive notice of layoff in accordance with the provisions of Section 12.01.

12.03. Recall Rights. Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members shall be recalled, in the inverse order of their layoff, and returned to their prior classification, provided they are qualified to perform the work in the classification to which they are recalled.

12.04. Notice of Recall. Notice of recall shall be sent to the members by registered mail, with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address provided by the employee.

12.05. Return to Duty. The recalled member shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the member's intention to return to work. The member shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice or agreed to by the member and the Chief of Police.

12.06. Preemption. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force/layoff may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Mayfield Heights Civil Service Commission governing work force reductions.

ARTICLE 13 **OPBA BUSINESS**

13.01. The Employer agrees to admit non-employee OPBA staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Chief of Police. Upon arrival, the OPBA staff representative(s) shall identify himself to the Chief of Police.

13.02. The OPBA shall provide to the Employer an official roster of the Mayfield Heights collective bargaining representatives, which is to be kept current at all times and shall include the following:

- A. name;
- B. address;
- C. home telephone number;

- D. immediate supervisor; and
- E. OPBA office held.

No member shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written notification of that person's selection.

13.03. The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee and one (1) representative shall not suffer any loss of pay while attending the hearing.

ARTICLE 14 **UNION LEAVE**

14.01. The President of the Union or his designee may be granted time off with pay from his regularly-scheduled duty time only for the purpose of participating at the regular conferences, seminars, and special meetings sponsored by the union or their affiliates and any other conferences, seminars, or special meetings related to Union activities.

14.02. The President of the Union or his designee should request, in writing, and receive approval for such time off from the Chief of Police fourteen (14) calendar days prior to any such conference. The Chief will approve the requested time off unless the request bears no relationship to legitimate Union activity.

14.03. The total Union leave shall not exceed forty (40) hours per calendar year as an aggregate.

ARTICLE 15 **BULLETIN BOARD SPACE**

15.01. The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the OPBA.

15.02. All OPBA notices of any kind posted on the bulletin board shall bear the written approval of an officer or official designee of the OPBA.

15.03. The OPBA agrees that it will not post nor allow to appear any notices or other writings which contain anything dealing with partisan politics, controversial matters, or criticism of the City, its officials or any employee.

15.04. Upon the request of the Employer's designee, the OPBA shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16 **SENIORITY**

16.01. Seniority shall be computed on the basis of uninterrupted length of continuous full-time service as a sworn law enforcement officer with the City of Mayfield Heights.

16.02. Breaks in Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than twenty-four (24) months;
- D. Failure to return to work within seven (7) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation.

16.03. Leaves of Absence. An approved leave of absence or suspension of more than thirty (30) days does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

16.04. Members will pick their days off, vacation, and holidays according to time in rank within the shift or bureau to which they are assigned with highest rank choosing first. For this section only, the term "within the shift" means the shift to which the member is assigned and the shift working the same hours on opposite days during the same scheduled period (red and blue, or white and gold).

ARTICLE 17 **DUES DEDUCTION/FAIR SHARE FEES**

17.01. Membership. All employees in the bargaining unit may become dues-paying members of OPBA.

17.02. Deduction Procedures/Indemnification. The City agrees to deduct OPBA dues from any OPBA member of the bargaining unit who provides written authorization for a payroll dues deduction and the OPBA 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.

17.03. Payment of Deductions. Deductions for dues will be made and paid monthly to the OPBA.

ARTICLE 18
HOURS OF WORK

18.01. Members of the bargaining unit shall work twelve (12) days at twelve (12) hours and two (2) days at eight (8) hours, for a total of one hundred sixty (160) hours in a twenty-eight (28) day cycle.

18.02. The work schedule will begin on Wednesday at 0600 and will terminate twenty-eight (28) days later on Wednesday at 0600 hours.

18.03. Members may exchange shifts with the approval of the Police Chief within the twenty-eight (28) day work period.

18.04. Members assigned to any other division or bureau within the department shall work a forty (40) hour week as determined by the Police Chief.

ARTICLE 19
OVERTIME

19.01. Any hours worked within the twenty-eight (28) day work period not exceeding one hundred sixty (160) hours shall be paid at the regular hourly rate based on a forty (40) hour work week.

19.02. All hours worked in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period shall be paid at one and one-half times (1 1/2) the regular hourly rate based on a forty (40) hour work week.

19.03. Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holidays, personal days, compensatory days, merit days and vacation days.

ARTICLE 20
COMPENSATORY TIME

20.01. OPBA members may, in lieu of cash payment for overtime, choose to take additional time off as compensation. All time off taken in lieu of compensation for overtime will be done only with the approval of the Chief of Police or his designee.

20.02. If an OPBA member chooses to be compensated for overtime by taking additional time off, the employee must notify the Finance Department in writing of the member's decision to waive payment and to begin banking the hours worked. The Finance Department will at that time begin to record the employee's overtime hours. An employee may accumulate a maximum of eighty (80) hours of overtime or the equivalent of one hundred twenty (120) hours' straight time in the compensatory time bank. All overtime worked beyond the above maximum will be paid in cash. All accumulated compensatory time not taken by December 31 of any year will be paid in cash. Whenever an employee takes time off in lieu of compensation, the Chief of Police

will notify the Finance Department who will make the appropriate reduction. The employee may rescind the notice to bank overtime at any time prior to December 31, following the date the above notice is served on the Finance Department, but may do so only once. If the employee rescinds the notice, he or she will be paid cash for overtime worked until December 31 of that year.

ARTICLE 21
WAGES

21.01. Employees covered by this Agreement shall be entitled to wages based on the amount earned by a patrol officer with the rank of a corporal, plus a rank differential of twelve percent (12%) for the first two (2) years after being promoted, and thirteen percent (13%) for each year thereafter. The wages will be as set forth herein.

Commencing with the first full pay period following January 1, 2021 (equivalent of a two and one-half percent [2.5%] general wage increase):

Rank Officers	2021
Sergeant (0-2 years)	\$52.07
	\$108,295.64
Sergeant (3+ years)	\$52.53
	\$109,262.57
Lieutenant (0-2 years)	\$58.83
	\$122,374.08
Lieutenant (3+ years)	\$59.36
	\$123,466.70

Commencing with the first full pay period following January 1, 2022 (equivalent of a two and one-half percent [2.5%] general wage increase):

Rank Officers	2022
Sergeant (0-2 years)	\$53.35
	\$110,975.04
Sergeant (3+ years)	\$53.83
	\$111,965.89
Lieutenant (0-2 years)	\$60.29
	\$125,401.80

Lieutenant (3+ years)	\$60.83
	\$126,521.46

Commencing with the first full pay period following January 1, 2023 (equivalent of a two and one-half percent [2.5%] general wage increase):

Rank Officers	2023
Sergeant (0-2 years)	\$54.67
	\$113,721.42
Sergeant (3+ years)	\$55.16
	\$114,736.79
Lieutenant (0-2 years)	\$61.78
	\$128,505.20
Lieutenant (3+ years)	\$62.33
	\$129,652.57

21.02. Members assigned to the Traffic Bureau shall be paid three hundred dollars (\$300.00) each year they are assigned to the Traffic Bureau.

ARTICLE 22
DETECTIVE PREMIUM

22.01. Any member appointed to the Detective Bureau will serve a one (1) year probationary period during which the member will be paid a detective premium of fifty dollars (\$50.00) per month. Upon completion of the probationary period, the detective premium will increase to one hundred twenty-five dollars (\$125.00) per month.

22.02. Temporary assignments to the Detective Bureau, lasting less than thirty-one (31) days, are not entitled to Detective premium pay.

ARTICLE 23
LONGEVITY

23.01. Effective January 1, 2006, all full-time members shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the member's date of hire. The longevity schedule is as follows:

1. After the completion of five (5) years of service, \$45.00/month; (\$540.00 yearly)
2. After the completion of ten (10) years of service, \$55.00/month; (\$660.00 yearly)

3. After the completion of fifteen (15) years of service, \$75.00/month; (\$900.00 yearly)
4. After the completion of twenty (20) years of service, \$90.00/month; (\$1,080.00 yearly)
5. After the completion of twenty-five (25) years of service, \$100.00/month; (\$1,200.00 yearly)

23.02. Longevity premium shall be payable together with, and in addition to, the regular salary payments.

23.03. All members meeting the requirements of Section 23.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the employee's anniversary date.

ARTICLE 24 **SICK LEAVE**

24.01. All regular, full-time members shall be entitled to sick leave of 4.615 hours for each eighty (80) hours of service up to a maximum of two thousand and eighty (2,080) hours. Upon reaching the accumulation cap, the employee shall be permitted to accumulate additional sick leave beyond the cap during the year, with such time then being purchased by the City under 24.03, and any remaining time liquidated down to the cap at the rate of thirty-three percent (33%).

Employees may use sick leave upon approval of the responsible administrative officer, for absence due to illness, injury, exposure to contagious diseases which could be communicated to other members, and for illness in the member's immediate family, defined as spouse, children and parents residing with the member. Sick leave of more than five (5) separate occurrences in any calendar year is cause for review. The Mayor, or other responsible administrative officer, may require the member to furnish satisfactory affidavit that the absence was caused by illness due to any of the causes mentioned in this section.

24.02. Upon retirement, death, resignation, or disability, each full-time bargaining union member shall be entitled to receive payment of one-half (1/2) of the first 1,000 hours and one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed by Mayfield Heights on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

24.03. Each regular, full-time member shall upon written request receive, at the end of each calendar year, a total payment not to exceed forty (40) hours at the regular hourly rate of pay, provided that no sick leave has been used during that calendar year. For each hour used, the forty (40) hours will be reduced accordingly. In addition, the amount of the unused sick leave, not exceeding forty (40) hours for which the foregoing payment is made, shall not be reduced from the member's unused, accumulated sick leave as set forth in Section 24.01. Effective January 1, 2017, the employee's accumulated, unused sick time shall be reduced by the number of hours for which the employee received payment, not to exceed forty (40) hours.

For purposes of this Article only, a calendar year shall be defined as December 1 through November 30.

Payment for non-use of sick leave as well as for the liquidation of any sick leave in excess of the maximum accumulation, as established under Section 24.01 herein, shall be made in December of each calendar year.

24.04. In January of each year, any full-time employee covered under the provisions of this Agreement who has at least one thousand (1,000) hours of accumulated-unused sick leave may convert any time over one thousand (1,000) hours into cash. The rate of conversion shall be one (1) hour pay for every three (3) hours of accumulated-unused time, up to a maximum of three hundred (300) hours pay per year. Once the cash paid by the City under this Article in any year, commencing January 1 of each year, reaches a total of twenty-five hundred (2,500) hours city-wide, excluding conversion at retirement, the maximum payout will be decreased from three hundred (300) hours per individual to one hundred (100) hours for the remainder of the year.

24.05. Sick leave may be taken in increments of one (1) hour or more for health reasons with the prior approval of the Chief or designee.

24.06. A member absent for more than five (5) consecutive days must provide a physician's report upon return to work in order to be eligible for sick leave payment, unless waived by the Police Chief.

24.07. The Police Chief may require an employee who has been absent due to personal injury or illness, 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 duties and that his return will not jeopardize the health and safety of other employees. The employee shall be paid in status for the duration of the exam.

ARTICLE 25 **VACATIONS**

25.01. Members covered by this Agreement shall be granted vacation with pay after one (1) year of continuous full-time service with the City of Mayfield Heights. The vacation schedule shall be as follows:

After one (1) year	Eighty (80) hours vacation
After six (6) years	One hundred twenty (120) hours vacation
After thirteen (13) years	One hundred sixty (160) hours vacation
After nineteen (19) years	Two hundred (200) hours vacation

25.02. Vacation time will be computed from date of hire as a full-time police officer with the City of Mayfield Heights. Members hired before January 1, 2006, who have prior service as a full-time commissioned law enforcement officer, and is certified with the State of Ohio, shall have their prior service time computed towards their vacation accrual. Members hired after

January 1, 2006, shall have prior work as a commissioned police officer counted in vacation accrual only if permitted by the Mayor at the time of hire.

25.03. All vacation time must be taken within the calendar year or it will be forfeited. Members may make a written request to carry over unused vacation to the Mayor or his designee for consideration. The Mayor shall have final approval to grant a carry-over of vacation leave. The maximum amount of vacation that can be carried over into any subsequent year shall be two (2) weeks. Employees with more than two (2) weeks of vacation carryover can maintain the current amount with no additional carryover, until the balance falls below the two (2) weeks.

25.04. Upon death, resignation, dismissal, or retirement the member or the member's estate shall be paid for all accrued vacation leave, at the then current rate of pay.

25.05. Each member is required to take at least two (2) weeks' vacation. Members who are entitled to three (3) weeks may waive one (1) week (40 hours) of vacation and convert it to cash and work as scheduled. Members entitled to four (4) weeks or more of vacation may convert two (2) weeks (80 hours) to cash and work as scheduled. Payment will be made in December of the year in which the vacation would have been used. Beginning January 1, 2013, the maximum amount of vacation that can be converted to cash will be sixty (60) hours.

ARTICLE 26 **HOLIDAYS**

26.01. All full-time members covered by this Agreement shall receive eight (8) hours off with pay (64 total hours) for the following holidays:

New Year's Day	Fourth of July
Martin Luther King, Jr. Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

An employee who separates from service prior to December of any year will have their holiday time reconciled based upon the month of occurrence of the holiday(s) and the month of separation.

26.02. All full-time members covered by this Agreement shall receive thirty-two (32) hours off with pay as personal time to be taken in eight (8) or twelve (12) hour increments. Requests for personal time must be submitted to the Chief of Police or his designee seven (7) days prior to the requested day; this time requirement may be waived by the Chief of Police or designee. Requests for personal days will not be unreasonably denied. All holidays that are not used or scheduled, according to Section 26.06, by seven (7) days before the end of the fiscal year will be paid in cash. Any personal days or holidays not used by the foregoing deadline will be paid in cash. An employee who separates from service prior to December of any year will have their personal leave days prorated based upon the number of months worked in the last year of employment.

26.03. If a member is assigned to work on any of the holidays listed in Section 26.01, that member may take another day off, except as qualified by Section 26.02. A member shall have the option to be compensated in cash for the permitted day off and work as scheduled. In order to be eligible for cash compensation, a notice must be submitted to the Chief of Police or his designee no less than five (5) days prior to the holiday.

26.04. Newly hired OPBA members will be paid for the holidays listed in Section 26.01 as they occur and may take personal days on a pro-rata basis at one (1) for every ten (10) weeks of employment.

26.05. Members who actually perform service on Christmas Day, Thanksgiving Day, or Labor Day will be paid at the rate of time and one-half (1 1/2).

26.06. Holiday time and personal time may be taken with the approval of the Chief of Police or his designee so that adequate staffing levels will be maintained.

ARTICLE 27 **COURT TIME**

27.01. Members required to actually appear at Lyndhurst Municipal Court, when not on duty, shall receive a minimum of three (3) hours' pay or all time spent in court as required by the prosecutor whichever is greater.

27.02. Members actually appearing at other Courts or before a Grand Jury, when not on duty, shall receive a minimum of four (4) hours pay or all time spent as required by the pertinent prosecutor whichever is greater.

27.03. Members who receive subpoenas to appear in court when not on duty and in lieu of actual appearance are ordered by a prosecutor, or other court official with authority, to standby will receive three (3) hours pay for standing by until 12:00 noon. Members ordered to standby without appearance through the afternoon will be paid an additional three (3) hours. Any member ordered to standby without an actual appearance will immediately notify the Chief or his designee of standby status and be subject to further orders.

ARTICLE 28 **CLOTHING ALLOWANCE**

28.01. Each member in the bargaining unit shall be entitled to a clothing allowance of one thousand fifty dollars (\$1,050.00) for each year of the contract. The clothing allowance will be paid one-half (1/2) in June and one-half (1/2) in December of each year.

28.02. Notwithstanding the above, within thirty (30) calendar days of promotion to the position of Sergeant or Lieutenant, the Officer shall be paid a uniform stipend of two hundred dollars (\$200.00) in consideration of the necessary transformation to the applicable rank officer uniform. In the event that a promoted officer does not successfully complete the promotional probationary

period, the two hundred dollar (\$200.00) stipend shall be deducted from the next clothing allowance payment due under section 28.01.

ARTICLE 29
BEREAVEMENT LEAVE

29.01. All members of the bargaining unit are entitled to receive up to three (3) days paid leave upon the death of a person in the member's immediate family. Paid leave under this section must be taken in consecutive days within one (1) week of the death of the employee's relation, or at another time with the approval of the Mayor. Paid leave is unavailable on regularly scheduled days off, vacation, or holidays. All paid funeral leave must be consecutive working days. The Employer will accommodate the religious beliefs and practices of the individual member for purposes of this section and make necessary adjustments.

29.02. Immediate family is defined as the employees':

- A. Spouse;
- B. Child;
- C. Parent;
- C. Brother or Sister;
- D. Grandparents;
- E. Daughter or Son-In-Law;
- F. Mother or Father-In-Law; or
- H. Step-Parent

29.03. Upon the death of a sister-in-law or brother-in-law, step-brother or step-sister, two (2) days paid funeral leave shall be granted to attend services, in accordance with the procedure described in Section 29.01.

29.04. In addition to the foregoing, any member who is required to travel over five hundred (500) miles round trip to attend a funeral service as outlined in this section is entitled to receive one (1) day's paid leave for travel purposes so long as the days are consecutive to the funeral service and the member is required to miss a regularly scheduled work day.

ARTICLE 30
JURY DUTY

30.01. Any member of the Police Department serving on Jury Duty, other than voluntary jury duty, shall continue to receive the regular rate of pay during Jury Duty. The member may keep any compensation paid by the court.

ARTICLE 31
LEAVES OF ABSENCE

31.01. Military Leave. Military leave shall be allowed in accordance with State and Federal law.

31.02. Discretionary Leave. Temporary leaves of absence with or without pay, for training purposes or for other objectives, may be granted for such period as deemed appropriate. Approval of leaves shall be at discretion of the Mayor/Safety Director.

ARTICLE 32
HEALTH CARE COVERAGE

32.01. All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan and may offer alternate plans. Cost containment measures may be adopted by the City pursuant to the provisions of section 32.03 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s). New members shall be covered at the next monthly enrollment date.

The parties recognize that employee affordability under the Patient Protection and Affordable Care Act (ACA) will be measured based upon the cost of the lowest level single plan offered.

32.02. The base health insurance contributions are established at the following amounts:

2016 Base Contribution

<u>Monthly</u> <u>Base</u> <u>January 1, 2016</u>	<u>Employer</u> <u>Contribution</u>	<u>Monthly</u> <u>Base</u> <u>January 1, 2016</u>	<u>Employee</u> <u>Contribution</u>	<u>Total Base</u> <u>Contribution</u> <u>January 1, 2016</u>
Single	\$642.59	Single	\$71.40	\$713.99
Family	\$1,735.09	Family	\$192.79	\$1,927.88

Commencing in 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty

percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on a 40% basis to the Employer's share and a 60% basis to the employee's share of the base contribution, up to the total base employee contribution amount.

HRA Structure. For the year 2018, the HSA and HRA funding levels will remain unchanged. Effective with the plan year 2019, HSA funding shall be eliminated, and the City shall provide an HRA funding structure. The HRA plan will contain a maximum HRA City funding level of \$2,700 for single and \$5,400 for family. Funding for the HRA shall be allocated in the manner established by the City up to the maximum provided under this section. The City will not withdraw funding under this section so as to provide less than the established funding level in this section.

32.03. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the plan and benefit levels. Once created, the OPBA agrees to participate in the committee. The first order of the committee shall be to establish ground rules and the parties recognize that no ground rule can supersede or conflict with the provisions herein.

The committee shall consist of one (1) representative from the recognized bargaining units, (1) non-bargaining employee, and up to four (4) administrators/department heads selected by the Mayor/designee. One of the administrators shall be the Compliance Standards Officer/designee, whether a plan participant or not. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

The Mayor/designee, plus one staff representative from each certified Union, may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 32.02; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or

- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation (A, B, or C above) for the following plan year, Option C shall apply and will be implemented.

ARTICLE 33 **SPECIAL ON-THE-JOB INJURY LEAVE**

33.01. When an OPBA member is physically unfit for duty as a result of injury or illness incurred in the course of, and as a direct result of, lawful bona fide police work, as determined solely by the Chief of Police, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this Article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days after the injury.

A member will be deemed to have incurred an injury in the course of bona fide police work if it occurs while the member is responding to a call to duty or performing service which involves the actual commission of a crime, enforcement of the law, apprehension of a suspect or the preservation of life or property. On-the-job injury leave is not available for injuries which occur in the performance of non-emergency duties such as clerical work, routine patrol, lunch periods or break, or while in the employ of another person or entity.

33.02. In order to receive payment under this Article, the employee must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must be taken within fourteen (14) days. The first three (3) days of on-the-job injury leave shall be charged as sick time. After the member has been off duty for fourteen (14) calendar days because of an injury covered under this Section, the initial three (3) days of sick time will be converted to on-the-job injury leave.

33.03. Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after the date upon which the injury occurred, or at such earlier time as provided below:

- A. When the member is released by his or her physician to return to work;
- B. At such time that the member is declared capable of performing his or her normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the member shall immediately report for duty under the conditions set forth in the physician's certificate;

- D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the member is capable of resuming normal, unlimited duties;
- E. Any member applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the Employer's request, file an injury claim with the Ohio Bureau of Worker's Compensation (OBWC). The member shall remit to the Employer all income benefits paid by OBWC for income lost during the period which the member received full pay from the Employer while on leave as provided in this Article. In the event the claim is denied by OBWC, the employee's time off shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for the leave. It is understood and agreed that the Employer's obligation under this Article is only the difference between the member's regular rate of pay and the amount of income benefits paid to the employee by OBWC. Paid on-the-job injury leave is not in addition to OBWC benefits.

33.04. Members who take sick leave because of, and in conjunction with, on-the-job injury leave, as required by Section 33.02, will not be considered to have used sick leave for purpose of the incentive provided in Article 27.

ARTICLE 34 **PROFESSIONAL LIABILITY INSURANCE**

34.01. The City will provide professional liability insurance coverage for all members in the bargaining unit. The expense for said coverage will be paid by the City.

34.02. Employees engaged in City-authorized and City-approved outside law enforcement employment or activities will be covered for those activities and employment. Members must follow departmental policies and procedures for outside employment or activities to maintain this coverage.

ARTICLE 35 **LIFE INSURANCE**

35.01. The City will provide each member with term life insurance in the amount of thirty thousand dollars (\$30,000.00) which will be effective from the date of hire through separation.

ARTICLE 36 **CALL-IN PAY**

36.01. Any member who is called to report for active duty during nonscheduled time will be paid a minimum of three (3) hours after reporting to the Police Department.

36.02. Any member who reports for mandatory training such as, but not limited to, training at the firing range or operating the B.A.C. verifier during non-scheduled time will be paid a minimum of two (2) hours overtime or for all time consumed, whichever is greater.

ARTICLE 37
EDUCATIONAL BENEFIT

37.01. Members shall be eligible for the reimbursement of tuition plus reasonable costs for books and fees resulting from the member taking courses from an accredited institution of higher learning provided that:

- A. The courses are based on obtaining a degree approved by the Chief and directly related to bona fide police work;
- B. The course(s) has been approved in advance by the Chief with the approval of the Mayor;
- C. The employee obtains a grade of "C" or better;
- D. The grade received and receipt for the tuition are submitted to the Finance Director; and
- E. The amount of tuition to be paid by the City shall be limited to the amount then charged by Cleveland State University with a per-quarter or semester maximum of eight (8) credit hours.

37.02. If an employee receives tuition reimbursement from the City for the first time on or after March 1, 2015, and thereafter separates from employment with the City within three (3) years following the date of the last reimbursement, the employee will be obligated to repay the City for all amounts paid pursuant to this Article.

Upon notice of separation, the employee and a representative of the City shall meet to work out a mutually agreeable repayment plan. Repayment plans may be developed to cover a period of repayment of up to five (5) years, may include periodic lump sum payments and/or monthly repayment amounts. If a mutually agreeable repayment plan is not attained, the City will develop a plan which may include periodic lump sum payments and/or monthly repayment amounts; in such case, any monthly repayment amounts shall not exceed five hundred twenty-five dollars (\$525.00).

ARTICLE 38
MERIT DAY

38.01. The Mayor, after a recommendation from the Chief, is authorized to award members with a "Merit Day."

38.02. The Chief of the Police Department or designee may recommend the award of a merit day to the Mayor when it is believed that a member of the bargaining unit has performed service on behalf of the City of Mayfield Heights that is exemplary or meritorious.

38.03. The final award of a merit day is totally discretionary with the Mayor and any decision regarding the approval of the Chief's recommendation is not subject to the grievance procedure and may not be appealed in any forum.

38.04. A merit day will consist of one (1) shift off duty with full pay and benefits to be assigned by the Chief of the Police Department, depending on availability of personnel, after the Mayor has authorized the award.

38.05. A merit day is considered time worked for overtime purposes.

38.06. It is recognized by the parties that the award of a merit day is not a contractual right, but is a privilege, and that the recommendation of the Chief and award of the Mayor, and the basis upon which any merit day is ever awarded or denied, is totally and completely within the discretion of the Police Chief and the Mayor, and that the decision of either is final and unappealable.

ARTICLE 39 **SERVICE WEAPON**

39.01. Upon retirement, each member of the Police Department who has carried a service weapon for over a twenty (20) year period may keep the weapon upon retirement as long as all applicable state and federal laws are complied with. In lieu of receiving the service weapon, the employee may elect to receive monetary payment for the replacement value of the service weapon and the City will then retain the weapon.

ARTICLE 40 **FIREARMS PROFICIENCY**

40.01. Every member who is required to carry a firearm will be paid two hundred dollars (\$200.00) per year for successful completion of a firearms proficiency program devised by the Mayfield Heights Chief of Police, which will include qualification on all department weaponry, and attendance through the year at all required sessions at the appropriate shooting range with no more than one (1) excused absence. The qualifications developed by the Chief will exceed the requirements for certification adopted by the attorney general with regard to firearms proficiency as required by O.R.C. §§109.743 and 109.801.

40.02. In order to receive compensation under this Article, all requirements must be complete by December 31st of the qualifying year and the members will be permitted the same number of opportunities to qualify as are permitted by the program developed by the Ohio Peace Officer Training Commission under O.R.C. §109.801.

40.03. Members will be paid for successful completion of the program set forth in Section 40.01 in January following the year all qualifications are met.

ARTICLE 41 **EXECUTIVE LIEUTENANT**

41.01. Commencing January 1, 1992, there is hereby established the position of Executive Lieutenant. This position will be filled by the Chief of Police with the approval of the Mayor.

41.02. The Chief of Police will appoint the Executive Officer from those officers that hold the rank of Lieutenant. The Executive Officer will serve at the pleasure of the Chief of Police. If the Chief of Police at any time chooses to relieve the Executive Officer from his duties, he will be returned to his former Lieutenant's position without loss of seniority or benefits. When the position of Executive Officer becomes vacant, a test will be administered to fill the vacant Lieutenant's position and the Chief of Police will appoint the Executive Officer from a full contingent of Lieutenants.

41.03. The Executive Lieutenant will be in command in the absence of the Chief and will perform duties as determined by the Chief of Police.

ARTICLE 42 **SEVERABILITY**

42.01. In the event any one (1) or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

42.02. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the OPBA shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

42.03. Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 43 **WAIVER IN CASE OF EMERGENCY**

43.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Employer or the OPBA replies on grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

43.02. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

43.03. An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency but in any event after a period of no longer than ten (10) days.

ARTICLE 44
DURATION OF AGREEMENT

44.01. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise provided shall become effective upon execution and shall remain in full force and effect until December 31, 2023.

ARTICLE 45
TOTAL AGREEMENT

45.01. This Agreement represents the entire agreement between the Employer and the OPBA, and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure.

ARTICLE 46
APPLICATION OF EXTERNAL LAW

46.01. This Agreement constitutes the sole, entire and existing Agreement, supersedes all prior agreements and undertakings, oral or written, express or implied or practices between the parties. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, ORC Sections 9.44 and 737.12, nor any civil service rules adopted by the City, nor any local city ordinances or local pertaining to wages, hours, terms, and other conditions of employment shall apply to employees in the bargaining unit where such matter has been addressed by this agreement, except that Sections 124.34 (A) relative to convictions of a felony, 124.388, and 124.57 O.R.C. shall continue to apply to bargaining unit employees.

Notwithstanding the above, the parties agree that original appointments are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C.

SIGNATURE PAGE

In witness whereof, the parties hereto affix their signatures this 9th day of July, 2021.

**FOR THE CITY OF
MAYFIELD HEIGHTS**



Anthony DiCicco, Mayor



Lorna Zeller, Economic Operations Director

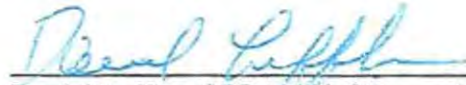


Karen Fagen, Director of Finance

/s/ Michael Esposito

Michael Esposito, Chief Negotiator
Clemans, Nelson and Associates, Inc.

**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**



Daniel Leffler, OPBA Chief Counsel



Bargaining Team Committee Member

Bargaining Team Committee Member

SIDE LETTER
LUMP SUM PAYMENT

In addition to the above, all employees shall receive a four percent (4%) lump sum payment of their 2020 wage rate payable as soon as is practicable following approval of the Agreement.

APPENDIX A
CITY OF MAYFIELD HEIGHTS POLICE DEPARTMENT
GRIEVANCE APPEAL FORM

Name of Employee _____
(Grievant)

Position of Employee _____

Date and Time of incident giving rise to the grievance.

(Date) (Time)

Nature of grievance, Article and Section allegedly violated. _____

Statement of facts. _____

Relief requested. _____

STEP 1 - CHIEF OF POLICE DEPARTMENT OR DESIGNEE, CITY OF MAYFIELD HEIGHTS

Delivered by Grievant to the Chief of the Police Department or designee.

Received by _____ Date _____

Chief of Police Department Answer:

Signature _____ Date _____

(Chief of Police Department)

Received by _____ Date _____

(Grievant)

APPENDIX "A"
(Continued)

STEP 2 - APPEAL TO MAYOR/DESIGNEE

REASON FOR APPEAL _____

RELIEF REQUESTED _____

SIGNATURE OF GRIEVANT _____ DATE _____

RECEIVED BY _____ DATE _____

MAYOR'S/DESIGNEE'S ANSWER _____

MAYOR'S/DESIGNEE'S SIGNATURE _____ DATE _____

RECEIVED BY GRIEVANT _____ DATE _____

If the member is dissatisfied with the Mayor's/Designee's decision, the grievance may be taken to arbitration by filing a notice of intent to arbitrate and delivering it to the Mayor's office within ten (10) days of receipt of the Mayor's/Designee's decision.

APPENDIX B
WAIVER OF PREDISCIPLINARY HEARING FORM

NAME OF EMPLOYEE _____

POSITION OF EMPLOYEE _____

The undersigned hereby notifies the Chief of the Police Department or designee that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 8.04, retaining all rights to appeal the decision of the Chief as set forth in Article 8, Corrective Action.

Signature of Employee

Date