# *COLLECTIVE BARGAINING AGREEMENT*

## *BETWEEN*

## *THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION*

## *AND*

## *THE CITY OF WILLOUGHBY HILLS*

## *PATROL OFFICERS*

**Effective:**
**JANUARY 1, 2017**

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## ARTICLE 1 PREAMBLE

**1.01** This Agreement is hereby entered into by and between the City of Willoughby Hills, Ohio, hereinafter referred to as the Employer, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the Union or OPBA.

## ARTICLE 2 PURPOSE AND INTENT

**2.01** In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; (2) To promote fair and reasonable working conditions; (3) To promote individual efficiency and service to the citizens of The City of Willoughby Hills; (4) To avoid interruption or interference with the efficient operation of the Employer's business; and (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## ARTICLE 3 RECOGNITION

**3.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Police Department occupying the positions of Patrol Officer, excluding all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

## ARTICLE 4 DUES, DEDUCTIONS AND AGENCY SHOP

**4.01** During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first and second paychecks of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

**4.02** The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

**4.03** A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

**4.04** All employees covered by this Agreement who have completed sixty (60) days of employment with the Employer or upon completion of sixty (60) days of employment with the Employer, and have not become OPBA members, shall pay a fair share fee, not to exceed the OPBA's regular monthly dues as a condition of employment with the Employer.

**4.05** The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

## ARTICLE 5 MANAGEMENT RIGHTS

**5.01** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (1) hire, discharge, transfer, suspend and discipline employees; (2) determine the number of persons required to be employed, laid off, or discharged; (3) determine the qualifications of employees covered by this Agreement; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (8) determine the type of equipment used and the sequence of work processes; (9) determine the making of technological alterations by revising either process or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) transfer or subcontract work; (14) consolidate, merge, or otherwise transfer any or all its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (15) terminate or eliminate all or any part of its work or facilities.

**5.02** In addition, the Union 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 6 NO-STRIKE

**6.01** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate either directly or indirectly, in any strike, slowdown, walkout, work-stoppage, or other concerted interference with or the withholding of services from the Employer.

**6.02** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs the Union shall immediately notify all employees that the strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**6.03** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

**6.04** The Employer's finding of violation of this provision is subject to the Grievance Procedure, but if an arbitrator finds a violation has occurred, the arbitrator has no authority to modify the discipline, up to and including discharge, of the employee committing the violation.

**6.05** The Employer agrees not to lock-out any employees during the term of this Agreement.

## ARTICLE 7 NON-DISCRIMINATION

**7.01** The Employer and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, or handicap.

**7.02** The Employer and the Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

## ARTICLE 8 PROBATIONARY PERIOD

**8.01** All newly hired employees will be required to serve a probationary period of twelve (12) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

**8.02** If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01.

## ARTICLE 9 SENIORITY

**9.01** Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he

satisfactorily completes the probationary period which will be added to his total length of continuous employment.

**9.02** An employee's seniority shall be terminated when one (1) or more of the following occur:

(a) He resigns;

(b) He is discharged for just cause;

(c) He is laid-off for a period of time exceeding thirty-six (36) months;

(d) He retires;

(e) He fails to report for work for more than five (5) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so;

(f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

(g) He refuses to recall or fails to report to work within fifteen (15) working days from the date the Employer sends the employee a recall notice to the address currently listed on the Employer's records.

**9.03** If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

**9.04** Employees shall be assigned a regular schedule with the same two (2) consecutive days off each week. Seniority shall be considered in designating employee days off. The City reserves the right to change work schedules for operational reasons, but shall not arbitrarily and capriciously change schedules. To the extent practical, the City will implement schedule changes so as to avoid assigning an employee to work six (6) or more consecutive days when the schedule changes.

**9.05** With regard to third party outside jobs, the Employer and the Union shall mutually develop a policy for distribution of such outside jobs and paid directly by the third party. Such policy shall remain in effect for the term of the Agreement unless mutually modified by the parties.

**9.06** The City shall comply with current Article IX of the collective bargaining agreement, specifically paragraph 9.01 "Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer." (The Employer means the City of Willoughby Hills and specifically excludes all other entities.) A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment with the Employer. Lateral transfer hires are required to complete the new hire contractual probationary period, described in Article VIII of the collective bargaining agreement.

## ARTICLE 10 LAY-OFF AND RECALL

**10.01** Where, because of lack of work or lack of funds, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

**10.02** Employees within effected jobs titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first. For the purposes of this Article, department or bargaining unit shall mean the various positions included in the Recognition Article of this Agreement. For every one (1) full-time patrol officer being laid off, the Employer will lay off two (2) part-time patrol officers.

**10.03** Employees who are laid off from one job title may be displaced (bump) another employee with lesser seniority in a lower related job title within the Department.

**10.04** Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraph 10.03, above.

**10.05** In all cases where an employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

**10.06** At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

**10.07** Employee(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

**10.08** Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his right to recall for thirty-six (36) months from the date of his lay-off.

**10.09** The City shall comply with the lay-off procedure described in Article X, regardless of any employee's service with another employer prior to that employee being hired by the City of Willoughby Hills Police Department. Any future lateral transfer new hires shall be placed at the bottom of the seniority list and move up on that list only in the event of even newer hired patrol officers. In the event of a lay-off situation, the seniority time for lateral transfer hires shall only include continuous, uninterrupted service with the Willoughby Hills Police Department's Bargaining Unit and shall specifically exclude any other service time outside of Willoughby Hills Police Department's Bargaining Unit.

**10.10** Prior to any Layoffs, the Mayor and/or his designee shall meet and confer with Union representatives to notify the Union of pending layoffs. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within fifteen (15) working days from the

date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer. Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off.

## ARTICLE 11 LABOR-MANAGEMENT COMMITTEE

**11.01** In order to provide for a means of better communication and understanding between the Union and the Employer, a Labor-Management Committee has been previously established. The Committee will consist of no more than two (2) representatives of the Union and two (2) representatives of the Employer.

**11.02** The Committee will meet on a quarterly basis unless such meeting is waived by mutual consent of the two (2) parties. Subjects for the meeting will be matters of mutual discussion at such meetings. Matters pertaining to issues of labor interest may be raised by the parties. Meetings will be held at a mutually agreed time and place with each party submitting specific items for discussion at least one (1) week before the schedule meetings.

**11.03** The Labor-Management Committee will continue to study the need for acquiring new body armor for bargaining unit members. The study may include consideration of the types of body armor, testing, frequency of replacement, circumstances when replacement is warranted, and development of a program for replacement if deemed appropriate.

## ARTICLE 12 BULLETIN BOARD

**12.01** There shall be established and maintained for the duration of this Agreement a Union Bulletin Board on the station premises. It will be available to authorize Union representatives to post notices of general and business nature of the Union membership and other Department employees who may have an interest.

## ARTICLE 13 JURY SERVICE

**13.01** Employees summoned for jury service shall be fully paid at their regular rates of compensation when required to serve as jurors. All fees paid to such full-time employees for jury service shall be remitted to the Director of Finance. If such full-time employee is released from jury service at or prior to noon, on any day, such employee shall be required to perform his duties for the Employer for the remainder of such day. At no time shall overtime be paid as a result of jury service.

## ARTICLE 14 MILITARY SERVICE

**14.01** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of Armed Forces of the United States are entitled to leave of absence with pay from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed one

hundred seventy-six (176) hours in any one (1) calendar year. The compensation set forth in this provision is in addition to any military pay received by the employee.

## ARTICLE 15 DISCIPLINARY ACTION

**15.01** No bargaining unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a suspension.

**15.02** At any time an inquiry concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction or removal) will or may result, the member will be immediately notified that such result is possible. The employee shall be informed of the right to confer with a representative from the OPBA.

**15.03** Prior to all disciplinary hearings, the member will receive from the Employer a written statement of all charges and specifications. At the hearing, the charged bargaining unit member will be allowed to present his defense.

**15.04** The Employer will notify the affected member of any changes or of any decision reached as a result of a departmental hearing prior to any public statement.

**15.05** The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (i.e., suspensions, demotion or discharge) to any Civil Service Commission.

**15.06** Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Chief of Police, and in the presence of the Chief of Police or his

designated representative. If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Safety Director explaining the alleged inaccuracy. If the Safety Director concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If he does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

**15.07** Prior to any discipline involving time off being imposed, the employee shall be given the opportunity to appeal through Step 3 of the Grievance Procedure contained in Article 34 of the Agreement.

## ARTICLE 16 DUTY HOURS AND OVERTIME PAY

**16.01** Employees shall receive overtime pay at the rate of one and one-half times (1 ½) their current hourly rate of pay, which shall include employee's longevity compensation, for all hours worked in excess of their daily shift, be it in eight hour, ten hour or twelve hour shifts.

This overtime rate of one and one-half times (1 ½) is equal for cash payment in payroll and compensatory time off.

**16.02** Employees may, at the time overtime is accrued, elect to be compensated for the overtime in either cash payment, paid during normal payroll, or receive equivalent compensatory time off. Requests for compensatory time off will follow the same Departmental procedures for all other requested time off. No compensatory time off may be taken without the approval of the Chief of the Police or his designee

**16.03** Overtime worked by an employee shall, at the employee's option, be credited to a compensatory bank at the rate of one and one half hours (1.50) for each hour of overtime worked. Employees shall be able to accrue compensatory time to a maximum of one hundred eighty (180) hours at any point in time.

(a) An employee shall have the right to use the compensatory time as time off, subject to the Police Department's staffing needs as determined by the Police Chief or Safety Director and the rules and regulations governing the scheduling of vacation and holiday leave.

(b) Any accrued compensatory time in excess of the one hundred eighty hour maximum shall be paid out to the employee in the next pay after the overage occurs if not taken as time off. All compensatory hours paid shall be using the first-in, first-out (FIFO) method of accounting for the compensatory time earned. All compensatory time used as paid time off shall be accounted for using the last-in, last out (LIFO) method of accounting.

(c) The Director of Finance or a designee shall maintain a record of each employee's accrued compensatory time showing when the time was earned. Such record shall be available to the employee in an accessible electronic or paper format, for example, via the paycheck, spreadsheet Excel, a separate computerized program. This record shall be established by February 1, 2017 and updated with each pay cycle.

(d) On a quarterly basis, March 1st, June 1st, September 1st and December 1st, the employee shall have the option of "cashing out" any or all of the unused accrued compensatory time earned by and credited to the employee as of the end of the last pay period ending in Any time not "cashed out" by the employee shall be carried over but limited to 180 hours per 16.03.

(e) To "cash out" unused compensatory time, the employee must submit a request to the Director of Finance by the last day in February, May, August and November indicating the amount of compensatory time that the employee wishes to cash out. If the last day in February, May, August or November falls on a weekend, then the deadline for filing the request shall be the first business day in the next month.

(f) After verifying the accuracy of the employee's pay-out request, the Finance Director or his/her designee shall issue a separate check or direct deposit to the Employee by not later than the Friday following the first pay dated in March, June, September and December.

(g) It is understood that due to IRS rules and regulations governing supplemental payments, the compensatory time pay-out check may be subject to higher withholding rates than a normal payroll. The decision of the Finance Director regarding the methodology chosen to implement the IRS rule shall be final.

**16.04** An employee, who, upon resignation, death or retirement, has accumulated overtime due him or her shall be paid for such accumulated overtime at the current salary rate in effect on the day of separation from employment.

**16.05** Employees who are required to appear in court or for court call-ins, shall receive a four (4) hour minimum in pay, or one and one half (1 ½) times the actual time spent. For other call-ins, employees shall receive a minimum of three (3) hours pay or one and one-half (1 ½) times the actual time spent. Pay premiums of all required or scheduled training or recertification is at a minimum of three (3) hours (i.e. range, BAC Datamaster, CPR recertification, etc.).

**16.06** Employees may trade all or part of a scheduled shift with other employees, provided that all traded hours are paid back within the pay period in which the trade occurs. The term "paid back" means that if Employee A works eight (8) hours for Employee B, Employee B must work all eight (8) hours for Employee A by the conclusion of that same pay period.

**16.07** Because of the nature of their job assignment, Employees assigned to the Detective Bureau shall work a flexible schedule within an eighty (80) hour pay period. All time worked beyond eighty (80) hours within a two-week pay period shall be paid at the overtime rate of pay of one and one-half times (1 ½) their current hourly rate of pay, which shall include the Employee's longevity compensation.

**16.08** Employees who act as a Field Training Officer (FTO) shall receive 1.5 hours of compensatory time per day of training in addition to the employee's regular rate of pay.

**16.09** Any and all overtime hours (excluding O/T triggered by vacation and prescheduled sick leave) shall be initially offered to full time patrol officers. The officer in charge or the Chief's designee shall notify all full time employees of the overtime and each full time employee has sixty (60) minutes to respond once notification sent. Full time employees will be awarded the overtime on a first come, first served basis before overtime is offered to part time employees.

## ARTICLE 17 PERSONAL DAYS

**17.01** Each employee shall be allowed to use 40 hours of sick time per calendar year as personal days. Scheduling of sick days as personal days shall be subject to prior written approval of the Department Head of the employee requesting such days and to existing rules and regulations of the Department.

**17.02** A lateral transfer hire may be entitled to use forty (40) hours of sick time per calendar year as personal days in accordance with paragraph 17.01.

## ARTICLE 18 UNIFORM ALLOWANCE

**18.01** Each full-time officer and sergeant shall be allowed one thousand one hundred and fifty dollars ($1150.00) as a uniform allowance to be paid in full the Friday following the first pay date in May of each year. Compensation for this uniform allowance will be added to the employee's regular payroll check or regular payroll direct deposit, unless employee provides written notification to the Finance Director (at least 30 days prior to payment issuance) that compensation should be separate from payroll distribution. If employee opts to have compensation separate from payroll distribution, it will be issued on the opposite week of payroll. If no notification is made to Finance Department (30 days prior to payment issuance), payout will be made with employee's regular payroll. It is understood that due to IRS rules and regulations governing supplemental payments, the separate check may be subject to higher withholding rates than normal payroll.

## ARTICLE 19 VACATION

**19.01** Each employee shall be entitled, by virtue of his employment, to a vacation with pay based upon the following schedule:

| Years of Continuous Service | Hours of Paid Vacation |
|---|---|
| After 1 year | 80 |
| After 5 years | 120 |
| After 10 years | 160 |
| After 15 years | 200 |
| After 20 years | 240 |

**19.02** For the purpose of determining the number of vacation days to which each employee is entitled, the anniversary date of his full-time employment shall be used as the date determinative of the length of service. However, any employee, initially employed by the City prior to July 5, 1987, who has been previously employed by the State of Ohio, or any of its political subdivisions, is entitled to have such prior employment counted for the purpose of computing vacation; such employee shall be entitled only to service credit for each pay period during which the employee actually worked.

Any full-time employee of the City, initially employed by the City on or after July 5, 1987, shall have only prior employment within the City of Willoughby Hills counted for the purpose of computing vacation.

A lateral transfer hire may be entitled to vacation with pay at a rate commensurate with their current years of equivalent full-time police service as it correlates to the current schedule listed in paragraph 19.01.

Effective January 1, 2014, continuous time worked for the City shall be counted for purposes of vacation leave accrual and selection.

**19.03** The City will determine whether and how many employees may be gone on vacation at any one (1) time. With respect to vacation requests submitted before January 31st, employees will have preference for available vacation time in order of seniority. Vacation requests submitted after January 31st will be approved on a first come, first served basis. This provision also shall govern selection of time off by employees who elect to take holidays as vacation under Section 20.03.

**19.04** All vacation time earned shall be used prior to such employee's next following anniversary date or it shall be forfeited, and such vacation time shall not be cumulative nor shall compensation be paid in lieu thereof. Employees shall have the option in their last year prior to retirement separation to receive cash payment for any or all unused accrued vacation time for that year. Payment shall be received upon separation from service. Employee must make this election to the City Finance Department one month prior to his or her date of separation. In the event the employee dies during employment with the City, such payment for unused vacation time shall be paid to his or her lawful heirs or if no heirs exist, to his or her estate.

## ARTICLE 20 HOLIDAYS

**20.01** Each employee, after one (1) year of continuous service, shall be entitled to eleven (11) paid holidays each year. The holidays are to be paid at the regular rate for such full-time employees and are to be allowed in accordance with the schedule set forth in paragraph 20.02, hereof, to be effective as of the first day of each calendar year. Employees who actually work on any of the days listed in 20.02 shall be paid one and one-half (1 ½) times their regular rate of pay for hours worked. Compensation for these hours will be added to the employee's regular payroll check or regular payroll direct deposit.

**20.02** The paid holidays for employees each year shall be as follows:

| | | | |
|---|---|---|---|
| New Year's Day | Easter Day | Labor Day | Christmas Day |
| Presidents Day | Memorial Day | Veterans Day | Martin Luther King Day |
| Good Friday | Fourth of July | Thanksgiving Day | |

**20.03** Compensation for the aforesaid holidays may be taken as vacation at the regular established rate of hourly or monthly compensation; or as an alternative, an employee entitled to such holidays may submit a voucher approved by the Chief by November 15th of each calendar year for compensation for those holidays provided in paragraph 20.02 hereof. (Such compensation to be payable by December 1st). If an employee has not taken the time off by December 31st or has not submitted a voucher by the cutoff date listed herein, then said employee shall forfeit any holiday compensation. Compensation for these hours will be added to the employee's regular payroll check or regular payroll direct deposit, unless employee provides written notification to the Finance Director (at least 30 days prior to payment issuance) that compensation should be separate from payroll distribution. If employee opts to have compensation separate from payroll distribution, it will be issued on the opposite week of payroll. If no notification is made to Finance Department (30 days prior to payment issuance), payout will be made with employee's regular payroll. It is understood that due to IRS rules and regulations governing supplemental payments, the separate check may be subject to higher withholding rates than normal payroll.

**20.04** A lateral transfer hire may be entitled to eleven (11) paid holidays each year commensurate with their current years of equivalent full-time police service as it correlates to the current schedule listed in paragraph 20.02.

## ARTICLE 21 SICK LEAVE

**21.01** Each employee shall be entitled, for each completed eighty (80) hours of regular straight time service, to sick leave of four and six-tenths (4.6) hours. However, in computing the total of eighty (80) hours, no deduction shall be made for absence of an employee due to illness of or injury to the employee, which illness or injury shall be established by the evidence required by paragraph 21.04 or due to paid vacations or legal holidays. Overtime hours worked by any employee shall not be included in the calculation of sick leave credit.

**21.02** Unused sick leave may be accumulated for a total of one hundred fifty (150) work days (1200 hours maximum), provided that additional sick leave may, in individual cases upon recommendation by the Mayor and approval by Council, be granted for a period not to exceed an additional ninety (90) days.

**21.03** When approved by the Department Head, an employee may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family. However, no employee shall be entitled to sick leave, or compensation therefore, unless he first furnishes an affidavit satisfactory to the Department Head showing the duration of his absence and that such absence was a result of one of such causes and, in addition, if the Department Head so requires, a certificate of attending physician likewise satisfactory to the Department Head, confirming the facts recited in such affidavit. If such absence extends for more than seven (7) consecutive days, such an affidavit and such a certificate, if the Department Head requires the latter, shall be furnished on each seventh ($7^{th}$) day of the absence. Nothing contained in this paragraph shall be construed to authorize sick leave with pay for any sickness or accident resulting from moral turpitude, intoxication or use of narcotics.

**21.04** Sick leave credit shall be effective only during the time an employee is an employee of the Employer and no employee shall be entitled to compensation in any form or any unused sick leave credit remaining upon the termination of his employment with the Employer. However, the previously accumulated sick leave of an employee whose employment with the Employer has been terminated may, with the approval of the Mayor, be placed to his credit in the event of his re-employment by the Employer within a period of three (3) years from the date of his last employment by the Employer.

**21.05** Upon the retirement, death or injury resulting in total and permanent disability of any employee, there shall be paid an amount representing any previously accumulated sick leave at the employee's then current rate of compensation as follows:

(a) In case of retirement, to the employee, "retirement" under this provision means the employee must be pensionable at the time of separation, i.e., eligible for age and service retirement or disability retirement;

(b) In case of death, to the employee's surviving spouse, if any, who was living with the employee or dependent upon him for support at the time of

his death, or if there is no such surviving spouse, to the dependent children, including adopted children, of the employee or for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon the employee for support or for their use to their legal guardian or guardians or to the person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this subsection shall be final and neither the Mayor nor the Employer nor any other officer or employee thereof shall be required to see to the proper expenditure of any such payments.

(c) In case of injury resulting in total and permanent disability to perform the work for the Employer for which the employee was employed, to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of the employee, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this subsection shall be final and neither the Mayor nor the Employer nor any other officer or employee thereof shall be required to see to the proper expenditure of any such payment.

**21.06** Each employee who has accumulated in excess of ninety (90) days sick leave shall be entitled to receive payment for the excess of those days at the ratio of one (1) day for each three (3) sick-leave days so accumulated. Such payment to be made upon written request to the Director of Finance, and upon such request, the Employer shall make such payment at the current rate of the then current rate of compensation for such employee on the next scheduled payroll date. The Employer shall, without written request, pay for accumulated sick days in excess of one hundred fifty (150) days that have accrued in the previous year at the ratio of one (1) day of pay for each three (3) sick leave days so accumulated. This payment shall be made at the time of the next regular payroll in January at the then current rate of compensation for such employee.

**21.07** The sick leave benefit for a lateral transfer hire will comply with this article a presented in the current labor contract and all applicable state laws concerning the transfer of unused sick leave earned while employed with another public employer.

**21.08** Voluntary Sick Leave Donations. In the event an employee has exhausted his or her accumulated sick leave due to an extended use as described in Article XXI, the transfer of sick leave to this employee from other employees who wish to voluntarily donate a portion of his or her unused accumulated sick leave may occur. A request with the donor's name, the number of hours donated and the donor's signature shall be submitted to Administration. Employees may donate no less than eight hours and up to a maximum of 40 hours per employee per a 12-month period. The donated sick leave shall be hour for hour, regardless of rate of pay and any unused sick leave shall be returned to the donating employees.

## ARTICLE 22 FUNERAL LEAVE

**22.01** All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee(s) shall be entitled to a maximum of three (3) days off for each death in the immediate family, which days shall not be deducted from his sick leave credits. An additional two (2) days of leave could be granted for out-of-state deaths or on approval from the Chief of Police and Mayor.

**22.02** In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's sick leave credits.

**22.03** Immediate family shall be defined as only including the employee's spouse, children, parents, parents-in-law, brothers, sisters, grandparents, brothers-in-law, and sisters-in-law.

**22.04** The use of this leave is a privilege which must be specifically requested through the Chief of Police.

**22.05** In cases where more time off is desired than was granted, the employee shall request, in advance, the use of his accrued vacation, sick time, holidays, compensatory time and/or sick/personal time as credits for such additional time.

**22.06** All employees shall be granted Funeral Leave of one (1) day for deaths in the extended immediate family. Extended immediate family shall include only step-parents and step-children.

## ARTICLE 23 LONGEVITY COMPENSATION

**23.01** All employees shall be awarded longevity payments for each year of full-time service commencing on the fourth (4th) anniversary date of full-time service. Continuous part-time employment with the City counts towards longevity.

At that time, the employee will become entitled to a sum of five hundred dollars ($500.00), which will be divided by the number of pay periods in the coming year and shall be included with the employee's regular paycheck. Employees with more than four (4) years of full-time service shall be entitled to an additional increase each year as specified in the longevity schedule. In such manner, longevity shall continue to be awarded on the employee's successive anniversary dates according to the following schedule:

| Completed Years of Service | Added Annual Compensation Payable After Applicable Anniversary Date (non-cumulative) |
|---|---|
| 1-3 | - 0 – |
| 4 | $ 500 |
| 5 | $ 600 |

| | |
|---|---|
| 6 | $ 700 |
| 7 | $ 800 |
| 8 | $ 950 |
| 9 | $1050 |
| 10 | $1150 |
| 11 | $1250 |
| 12 | $1400 |
| 13 | $1500 |
| 14 | $1600 |
| 15 | $1750 |
| 16 | $1850 |
| 17 | $1950 |
| 18 | $2050 |
| 19 | $2150 |
| 20 | $2250 |
| 21 | $2350 |
| 22 | $2450 |
| 23 or more | $2550 Maximum |

**23.02** A lateral transfer hire may be entitled to longevity compensation commensurate with their current years of equivalent full-time police service credit as it correlates to the current schedule listed in paragraph 22.01.

## ARTICLE 24 TRAVEL EXPENSE

**24.01** There is hereby established the following policy for expenses incurred in the course of travel for the Employer's purposes outside of the City: Where an officer's vehicle is used for transportation on authorized Employer business, such officer shall be reimbursed at the then current IRS rate.

## ARTICLE 25 INSURANCES

**25.01** Insurance premium payments for single and family plans will be made according to the following schedule through payroll deduction:

| | Employer pays | Employee pays |
|---|---|---|
| Year 1 | 85% | 15% |
| Year 2 | 85% | 15% |
| Year 3 | 85% | 15% |

The Employer shall be able to change insurance carriers or self-insure providing that the benefits are comparable to existing benefits, including the "GAP Insurance".

**25.02** Should any employee decline coverage for any reason, he will be paid two hundred twenty-five ($225.00) dollars per month as a return on premiums saved.

**25.03** The Employer shall carry liability insurance coverage for employees operating within the scope of their employment as long as such coverage is reasonably available.

**25.04.1** The Employer shall provide to employees a term life insurance policy in the amount of twenty-five thousand ($25,000).

**25.05** City-wide Health Cost Containment Committee shall be established. The Committee shall consist of one (1) representative member and an alternate of each full-time Bargaining Unit which shall be appointed by the Bargaining Unit; and two (2) representatives from the City Finance Department as appointed by the Mayor; and one (1) representative of City Council, as appointed by the Mayor, and two (2) representatives serving as City Department Directors, as appointed by Mayor; and one (1) representative of City Administration, as appointed by the Mayor. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be for three (3) years, coinciding with labor contract terms, and by accepting the appointment, each member or alternate agrees to serve for the three (3) year period.

The purpose of the Committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and make decisions on elements of the insurance program. The Committee shall consider and make recommendations for modifications and/or changes to the City health insurance program or for inclusions in new contracts.

The Committee shall hold an organizational meeting within thirty (30) days of the appointment of its members. At the organizational meeting, a chairman and secretary will be chosen. Subsequent meetings shall be conducted as determined to be necessary at labor contract and policy renewal dates.

Each member of the Committee shall have one (1) vote and any action taken by the Committee shall be approved by a majority of the total members of the Committee.

Upon approval of any recommendation for changes or modifications to the health care plan, the Secretary shall transmit to the Administration a request that Council consider and take action on the recommendation.

In the performance of its duties, the Committee may, at its option, consult with knowledgeable health care professionals or other persons the Committee deems necessary.

## ARTICLE 26 SALARY SCHEDULE

**26.01** Rates in effect during the term of this contract are set forth in Appendix A. Appendix A shall be computed to reflect a thirteen percent (13%) rank differential between Sergeants and Patrol Officers.

**26.02** When a Patrol Officer replaces a Sergeant for a shift and performs the Sergeant's duties, he shall receive the Sergeant's base rate of pay. (OIC pay)

**26.03** All compensation shall be by direct deposit. However, should an employee be disadvantaged by direct deposit, the Safety Director shall provide an exemption from direct deposit. The Employer shall reimburse an employee for all bank fees charged as a result of an

error by direct deposit. The Employer further agrees to correct any compensation errors within the next business day after discovery.

**26.04** Employees required by the Employer to attend training and/or special schooling will be paid their regular rate of compensation but shall not exceed eight (8) hours per day unless the actual training or class exceeds eight (8) hours in which event the employee shall receive their regular rate of compensation for the actual hours spent in training or class.

**26.05** As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund, the Employer agrees to continue to implement the "salary reduction" method for pension "pick up."

**26.06** A lateral transfer hire will be subject to a salary review and may be entitled to a salary commensurate with their current salary level with their former law enforcement employer based on full-time experience, training, and years of service. Effective January 1, 2014, for a lateral transfer, there shall be no more than thirty (30) days break in service and prior employment must be as a Certified Peace Officer to qualify for the lateral transfer.

## ARTICLE 27 EDUCATIONAL PAY

**27.01** Any employee, who has acquired the following credentials, shall receive compensation in accordance with the following schedule:

(a) Associate Degree in law enforcement or criminal justice or equivalent technical education pertaining to criminal justice, where such degree or technical education credential is conferred by any university, college, junior college or community college, which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority to any similar accrediting authority, a sum of money equal to three percent (3%) of the annual compensation, excluding longevity compensation, of such employee otherwise provided to a maximum of five hundred dollars ($500.00) per year.

(b) Bachelors Degree in law enforcement, criminal justice, police science or administration, or an equivalent technical education credit in the field of criminal justice, where such degree or credential is conferred by a university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority, a sum of money equal to five percent (5%) of the annual compensation, excluding longevity compensation, of such employee otherwise provided to a maximum of seven hundred fifty dollars ($750.00) per year.

(c) Masters Degree/Juris Doctorate in law enforcement, criminal justice, police science or administration, or an equivalent technical education credit in the field of criminal justice, where such degree or credential is conferred by a university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor

accrediting authority or any similar accrediting authority, a sum of money equal to five percent (5%) of the annual compensation, excluding longevity compensation, of such employee otherwise provided to a maximum of one thousand dollars ($1,000.00) per year.

**27.01** The compensation provided herein shall be payable in one payment in the first pay in October of each year. Nothing provided in this Article shall be considered to constitute a part of the basis of the calculation of additional compensation for longevity.

**27.02** This education pay benefit will be added to the employee's regular payroll check or regular payroll direct deposit, unless employee provides written notification to the Finance Director (at least 30 days prior to payment issuance) that compensation should be separate from payroll distribution. If employee opts to have compensation separate from payroll distribution, it will be issued on the opposite week of payroll. If no notification is made to Finance Department (30 days prior to payment issuance), payout will be made with employee's regular payroll. It is understood that due to IRS rules and regulations governing supplemental payments, the separate check may be subject to higher withholding rates than normal payroll.

**27.04** A lateral transfer hire may be entitled to education pay commensurate with their current years of equivalent full-time police service as it correlates to the current schedule listed in paragraph 27.01.

## ARTICLE 28 CONFORMITY TO LAW

**28.01** This Agreement shall be subject to and subordinated to ay applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

**28.02** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

## ARTICLE 29 TOTAL AGREEMENT

**29.01** This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provision 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.

## ARTICLE 30 OBLIGATION TO NEGOTIATE

**30.01** The Employer and the Union 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 by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

## ARTICLE 31 GENDER AND PLURAL

**31.01** Whenever the context so requires the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 32 HEADINGS

**32.01** It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

## ARTICLE 33 DURATION

**33.01** Except where otherwise indicated in this Agreement, this Agreement shall become effective at 12:01 a.m. on January 1, 2017 and shall continue in full force and effect, along with any amendments made annexed hereto, until midnight, December 31, 2019.

## ARTICLE 34 GRIEVANCE PROCEDURE

**34.01** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all states of the Grievance Procedure. It is the sole intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**34.02** For the purposes of this procedure, the below listed terms as defined as follows:

(a) **Grievance** – a grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation, of only the specific and express written provisions of this Agreement.

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

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

(d) **Days** – A day as used in this procedure shall mean calendar days, excluding Saturday, Sundays or holidays as provided for in this Agreement.

(e) **Stewards** – The term stewards as used in this Agreement shall be those bargaining unit personnel who hold positions as Labor-Management Committee Members. They are three (3) in number and usually cover each shift.

**34.03** The following procedures shall apply to the administration of all grievances filed under this procedure.

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

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

(c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

(d) The preparation and processing of grievances shall be conducted during non-working hours.

(e) 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 said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the

event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

(f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the 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.

(g) 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.

(h) All disciplinary grievances may be initiated at Step 3 at the grievance procedure.

**34.04** All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

**Step 1:**

An employee who believes he may have a grievance shall notify his immediate Supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will hold an informal meeting with the employee and his steward if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if present, will discuss the issues in dispute with the objective of resolving the matter informally.

**Step 2:**

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision in Step 1. The Chief shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the Union and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing.

**Step 3:**

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy to the employee's representative, if any, with fifteen (15) days from the date of the

meeting. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## ARTICLE 35 ARBITRATION PROCEDURE

**35.01** 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 timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

**35.02** 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 any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**35.03** The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**35.04** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

**35.05** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party. In a split award, fees will be split equally.

**35.06** 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 advisory to the parties.

**35.07** Within thirty (30) days of execution of this Agreement, the parties will meet and attempt to agree on no less than three (3) arbitrators to serve on a permanent panel member for the duration of this Agreement. If all necessary panelists cannot be mutually agreed upon, the parties shall request a list of fifteen (15) arbitrators from the American Arbitration Associations. The parties shall then select by alternative striking of names until the panel is filled. A coin toss shall determine which party strikes first.

## ARTICLE 36 INJURY LEAVE

**36.01** In the event an employee suffers a service connected injury while in the active duty, and for which the employee would have been entitled to receive temporary total disability benefits from the Workers' Compensation Bureau, the employee shall receive his full pay for a

maximum of one hundred and twenty (120) calendar days. This injury benefit may be extended for additional time up to an additional ninety (90) calendar days at the sole discretion of the Employer. The employee will file an allowance/medical benefits only workers compensation application. If the workers compensation claim is disallowed by reason of not being work related, by the Bureau of Workers' Compensation and/or the Ohio Industrial Commission, then the Employer is entitled to reimbursement by that employee, which employee may make the reimbursement by cash, or paid leave, at the election of the employee. Denials of extended injury leave (after one hundred and twenty (120) calendar days) shall not be grievable.

**36.02** This Article shall only apply if the Employer continues to participate in the State of Ohio Bureau of Workers' Compensation Fund.

**36.03** At any time the Employer or its designee shall have the right to require the employee to have a physical exam by a physician that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

**36.04** Any employee on injury leave shall not earn sick leave during this leave period. However, an employee shall continue to earn seniority, provided the duration of the injury leave is less than one (1) year.

**36.05** An employee may file workers compensation benefits (lost time benefits; temporary total) no sooner than thirty (30) days prior to the expiration of paid injury leave as set forth in this Article.

## ARTICLE 37 FAMILY MEDICAL LEAVE

**37.01** Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

**37.02** A husband and wife employed by the City of Willoughby Hills in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section 37.01, above if the leave is taken:

(1) For the birth of the employee's son or daughter or to care for the child after birth;

(2) For the placement of son or daughter with the employee for adoption or foster care or to care for the child after placement; or

(3) To care for employee's parent with a serious health condition.

**37.03** To be eligible for unpaid FMLA leave, the employee shall first exhaust all available vacation leave, holidays and personal leave which shall be inclusive of FMLA leave

and entitlement. After exhaustion of vacation, holiday and personal leave, the Employer may, at its discretion, require an employee to utilize sick leave. The Employer shall not require an employee who has forty (40) hours of vacation and forty (40) hours of sick leave to exhaust such time, which will be maintained in separate "banks" of accumulated time under this Article.

**37.04** Any employee on an unpaid FMLA leave shall not receive or earn any paid leave time off while on such unpaid leave.

## ARTICLE 38 EMPLOYEE RIGHTS

**38.01** An employee has the right to the presence and advice of an OPBA Attorney at all disciplinary interrogations.

**38.02** An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any investigation.

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

**38.04** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational standards require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. If the Employer required that an interrogation be recorded, the employee shall be entitled to a copy of the tape.

**38.05** An employee will be informed of the nature of any investigation prior to any questioning. If the employee being questioned is a witness and not under investigation, he shall be so advised of this fact.

**38.06** An employee may add memoranda to the file clarifying any documents contained in the personnel file so long as the entry is made within three (3) weeks from the time the document is placed in the file. All items in an employee's personnel file with regard to complaints and investigations will be clearly marked with respect to the final disposition.

**38.07** In the course of an internal affairs investigation, a polygraph examination or voice stress test will be administered only if it can be used as corroborative evidence. If, in the course of an internal investigation, an employee has been given a polygraph examination or voice stress test, such examination shall not be admissible in any subsequent criminal action.

**38.08** An employee will be notified within 72 hours after the City has received a written or verbal compliant against such employee. If there is a written complaint the Employer will furnish a copy of such complaint to the employee. Complaints that are not in writing, that does result in disciplinary action against an employee shall be put in writing and attested to by a responsible Department official. All unfounded complaints shall be placed in closed administrative files.

**38.09** Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters and shall be removed from all files at the written request of the employee, according to the following timelines, twelve (12) months after their effective date for counseling and written reprimands, and twenty-four (24) months after their effective date for suspensions of three (3) days or less providing there is no intervening discipline during these time frames. Suspensions of four (4) days or more will not be considered in future disciplinary actions after forty-eight (48) months proving there is no intervening disciplinary action.

## ARTICLE 39 EXECUTION

**39.01** **IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2017.

**FOR THE OPBA:**

***Ohio Patrolmen's Benevolent Association***

#4

**Randy Mullenax, Patrol Officer**

#108

**Jamie Onion, Patrol Officer**

Jim Vitale 103

**Jim Vitale, Patrol Officer**

**Andrea F. Rocco, Attorney**

**FOR THE EMPLOYER:**

***The City of Willoughby Hills***

**Robert M. Weger**
**Mayor**

**Thomas Lobe, Law Director**

# APPENDIX A

## HOURLY RATES – PATROL OFFICERS

| | Effective 1/1/17 | Effective 1/1/18 | Effective 1/1/19 |
|---|---|---|---|
| Step 1 | $27.58 | $28.13 | $28.70 |
| Step 2 | $30.58 | $31.19 | $31.82 |
| Step 3 | $33.53 | $34.20 | $34.88 |

In addition to the City's current contribution, the City will pick up 1% of the employee's contribution to their retirement fund (Police and Fireman's Disability and Pension Fund) for the duration of the contract beginning with the first payroll following ratification of this contract.

A lateral transfer hire will be subject to a salary review and may be entitled to a salary commensurate with their current salary level with their former law enforcement employer based on full-time experience, training, and years of service. Effective January 1, 2014, for a lateral transfer, there shall be no more than thirty (30) days break in service and prior employment must be law enforcement in nature to qualify for the lateral transfer.

# MEMORANDUM OF AGREEMENT

The parties, The City of Willoughby Hills (Employer) and the Ohio Patrolmen's Benevolent Association (Union) agree that in the event any other bargaining unit discusses or negotiates a drug testing policy with the Employer, the Union agrees it shall also discuss and/or negotiate with the Employer and the other bargaining units(s) a drug test provision. Such drug testing policy shall not include random drug testing.

**FOR THE OPBA:**

***Ohio Patrolmen's Benevolent Association***

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**Andrea F. Rocco, Attorney**

**FOR THE EMPLOYER:**

***The City of Willoughby Hills***

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**Robert M. Weger**
**Mayor**

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**Thomas Lobe, Law Director**