

**AN AGREEMENT**  
**BETWEEN**  
**THE CITY OF OLMSTED FALLS**  
**AND**  
**THE OHIO PATROLMEN'S**  
**BENEVOLENT ASSOCIATION**  
**PATROLMEN (PART-TIME)**

**EFFECTIVE: January 1, 2021 2018**  
**THROUGH: December 31, 2023 2020**

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## ARTICLE 1 - PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of Olmsted Falls, hereinafter referred to as “the City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as “the OPBA,” as exclusive bargaining representative for part-time classified police patrolmen employed by the City.

## ARTICLE 2 - RECOGNITION

Section 1. The City voluntarily recognizes the OPBA as the exclusive representative for purposes of collective bargaining for the part-time unit of employees holding the rank of patrolman, patrolwoman, detective, or patrol officer in the City of Olmsted Falls Police Department and excluding all other employees. Wherever the term employee is used hereafter, it shall mean only employees in this unit.

Section 2. The City will furnish the OPBA with a list of all employees in the unit indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as soon as practicable after they begin work.

## ARTICLE 3 - DUES CHECK-OFF

Section 1. ~~The Employer will deduct dues on a monthly basis in whatever sum is authorized by the OPBA from the pay of employees covered by this Agreement upon receipt from the OPBA of individual written authorization cards voluntarily executed by an employee for that purpose and bearing their signature. All deductions under this Article, accompanied by a list of all employees for whom deductions have been made, will be transmitted to the OPBA no later than the fifteenth day following the end of the pay period in which the deduction is made. During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.~~

~~No new authorization forms will be required from any employees in the Division of Police for whom the City is currently deducting dues.~~

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the City the amounts due and owing from the employees involved.

Section 3. The City shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. ~~It is agreed that the Employer will deduct Union dues from probationary employees upon receipt of an authorization card from the employee. 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 OPBA within thirty (30) days from the date of making said deductions.~~

Section 5. The OPBA hereby agrees to defend the City upon request and to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article 3, "Dues Check-Off," and under Article 4, "Service Fees" of this Agreement, and the OPBA shall indemnify the City for any such liabilities or damages that may arise.

Section 6. The Employer's obligation to check off OPBA dues will terminate when an employee separates employment, transfers to a job classification outside the bargaining unit, or properly notifies the Employer and the OPBA in writing that they have revoked their dues check off authorization in accordance with the terms and conditions of the card. Copies of the employees' dues check off cards are available from the OPBA upon request.

#### ARTICLE 4 - SERVICE FEES

Fair share fee will no longer apply. In the event any State or Federal body with authority over the Employer reinstates fair share fee, the parties will meet to renegotiate this Section of the Agreement within 30 days.

~~All members of the bargaining unit, as identified in Article 2 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Rev. Code Sec. 4117.09.~~

~~In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article 3 of this Agreement entitled "Dues Check-Off."~~

#### ARTICLE 5 - CITY'S RIGHTS

Section 1. The OPBA and the employees covered herein agree that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted, or modified by the express written provisions of this Agreement, are, and shall remain, exclusively those of the City.

Section 2. Not by way of limitation of the foregoing Section 1, but to indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to:

- (1) hire, transfer, discharge, suspend, demote, or discipline for cause, layoff, transfer, assign, schedule, promote and/or retain employees;
- (2) determine the number of persons required to be employed, laid-off or discharged;
- (3) determine, in compliance with the authority of the Civil Service Commission, the qualifications of the employees covered by this Agreement;

- (4) determine the starting and quitting time and the reasonable number of hours to be worked by its employees;
- (5) make any and all reasonable rules and regulations;
- (6) determine the work assignments of its employees;
- (7) determine, in compliance with the authority of the Civil Service Commission, the basis for selection, retention and promotion of employees to or from occupations not within the bargaining unit;
- (8) determine the type of equipment and the nature of work processes;

- (9) determine the making of the technological changes 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 and all of its facilities, property, processes or work with or to any other municipality or entity, or affect 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;
- (16) require physical and psychiatric examinations at the direction of the City, such examinations to be made by a physician designated and paid for by the City, and such right not to be exercised in an arbitrary and capricious manner;
- (17) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure;
- (18) direct, supervise, evaluate or hire employees;
- (19) maintain and improve the efficiency and effectiveness of governmental operations;
- (20) determine the overall methods process, means, or personnel by which governmental operations are to be conducted;
- (21) determine the adequacy of the work force;
- (22) determine the overall mission of the employer as a unit of government;
- (23) effectively manage the work force;
- (24) take actions to carry out the mission of the public employer as a governmental unit; and
- (25) the City reserves the right to implement new, or revise existing policies which do not conflict with the express terms of this Agreement.

Section 3. It is the intent of the City to maintain the use of full-time police officers. The City will not schedule part-time employees to the degree that the hours of part-time employees exceed fifty percent (50%) of the hours of full-time classified police department personnel (including sergeants, lieutenants and the Chief as well as employees covered by this Agreement) over a calendar year period.

Section 4. Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subject - including, but not limited to, those enumerated above -

reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Ohio Revised Code §4117.08(C) or pursuant to this Article of the Agreement.

## ARTICLE 6 - EMPLOYEE AND OPBA RIGHTS

Section 1. Employees have the right to join, assist and participate in the OPBA, or to refrain from doing so. Neither the City nor the OPBA nor any employee will interfere with such right.

Section 2. Employees shall have the right to present grievances to the City without the intervention of the OPBA and to have such grievances adjusted, so long as the adjustment is not inconsistent with the terms of this Agreement and so long as a representative of the OPBA is given permission to be present at the adjustment.

Section 3. An employee called in for an interview that may reasonably be expected to result in discipline for such employee shall be entitled, upon request, to have a representative of the OPBA attend. Such representative may be an attorney. In no case shall the City be required to delay the interview for than **four (4) hours** ~~one (1) hour~~ to accommodate the request for representation. During the interview, the representative of the OPBA may observe, but shall not interfere with the investigation and shall not answer questions on behalf of the employee. If an employee refuses to participate in an interview or refuses to answer proper questions asked therein, such action shall constitute proper cause for discipline.

Section 4. The OPBA may designate up to two employee representatives, plus an alternate. When one of these representatives is on duty and is required or authorized by the City either to attend an employee disciplinary interview pursuant to Section 3 of this Article or to attend a meeting with the City on a grievance, ~~he~~ **they** shall be entitled to do so with no loss of pay. The parties recognize that it may be appropriate for an employee representative to leave a normal work assignment to perform other duties on behalf of the OPBA. The parties hereto recognize the paramount importance of the operational needs of the City and will cooperate to conduct OPBA business outside of working hours where possible and to keep to a minimum any time lost from work by such representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief, who shall grant the request if in ~~his~~ **their** opinion the operations of the City will not be disrupted. Such time off will not be paid, but will not be treated as an absence from work. The purposes for which such time off will be appropriate are: investigation and processing of grievances; collective bargaining negotiations; attending OPBA director meetings; and other reasons acceptable to the Chief.

Section 5. The OPBA shall be provided space for the posting of official OPBA notices of meetings and scheduled events. To be "official," such notices must be authorized by the OPBA and signed by one or more of its duly elected officers. The OPBA is strictly responsible for the content of such notices. No political, defamatory, or disrespectful material will be posted. If posted, it will be removed at once.



Section 6. The City Administration shall maintain the only official personnel files of the bargaining unit members. No other file shall be used for the purpose of reference to any action for discipline of the member of evaluation. An employee may request an opportunity to review their his personnel file, and shall be permitted to have a representative of the OPBA present when reviewing their his file. The employee may provide a written and signed comment or rebuttal to materials of a negative or derogatory nature and such response shall be attached to the material in question. The comments or rebuttals shall remain in the file with the adverse material. Written discipline will be removed from the employee's file for purposes of progressive discipline after one (1) year. Suspensions will be removed for purpose of progressive discipline after Eighteen (18) months. ~~All items in an employee's file with regard to complaints and investigatory files including written discipline will be removed from this file after a period of two years from date of complaint or discipline and placed into an inactive file provided no similar complaints are filed within a two (2) year period.~~

Section 7. Complaints that are oral in nature shall be handled orally. An anonymous or oral complaint shall not, in and of itself, be the basis for any disciplinary action against an employee. The Department may, however, investigate the complaint and if corroborated, may become the accusing party and pursue discipline under the terms of this Agreement. All complaints by civilians that may involve written discipline, including but not limited to, suspension or discharge of any employee shall be in writing and signed by the complainant or presented in person to the Mayor, Safety Director, Chief, or any Lieutenant. The City must furnish a copy of the complaint to the employee whom the complaint had been filed against when such employee is notified of the investigation. Any written discipline administered to an employee must be the result of a signed complaint. Any and all discipline must be for reasonable and just cause. No discipline will be administered until a complete and objective investigation for disciplinary action is completed. An employee will be notified when an investigation is started.

Section 8. In the course of an internal affairs investigation, polygraph examinations and voice stress analysis examinations will not be administered to employees without a determination in good faith by the Chief that probable cause exists, and then will be conducted in conformity with due process standards.

Section 9. Departmental evaluations shall be fair, impartial, and unbiased. They should be given once per calendar year. They should be completed in a reasonable time.

## ARTICLE 7 - DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted, discharged, or given written discipline shall be given written notice regarding the reason(s) for the disciplinary action. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the OPBA.

Section 2. Disciplinary action taken by the City shall only be for just cause.

Section 3. Any discipline action against a non-probationary employee may be appealed through the grievance and arbitration procedures of this Agreement.

Section 4. Prior to a disciplinary suspension that does not require emergency relief from duty, the City shall conduct a pre-suspension hearing for the purpose of affording the employee an opportunity to respond to the charges.

Section 5. In the case of an emergency relief from duty, an employee may be suspended without pay prior to a hearing, and a disciplinary hearing will be held within three (3) days of the suspension. The employee shall have the option of using vacation and/or personal days to cover the days of suspension prior to the hearing. If the suspension is reversed, the City shall reimburse the employee in kind for time and/or benefit time lost.

#### ARTICLE 8 - LAYOFFS

Section 1. In the event of a layoff for lack of work or lack of funds, reserve employees will be laid off first, followed by part-time probationary employees, followed by non-probationary part-time employees, and then followed by probationary full-time employees. If further layoffs of employees are necessary, they shall take place in inverse order of seniority (last hired, first laid off).

Section 2. Non-probationary employees shall retain recall rights for a period of one year from the date of layoff.

Section 3. Recalls from layoff will be in the inverse order of layoff (last laid off, first recalled).

Section 4. In the case of a recall, the City shall provide notice of recall by mail sent to the last address of record for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than seven (7) days after the date the notice is sent. If the employee does not report for work at such time or make other arrangements approved by the Chief, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the City informed of the employee's current address.

#### ARTICLE 9 - NO STRIKE

Section 1. The City and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the City and the OPBA to avoid all work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way any strike, slowdown, walkout, concerted "sick leave," "blue flu," mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City. A breach of this Section is grounds for discipline up to and including discharge. The OPBA shall not be held

liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the City in continuing operations in the normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

In the event of a violation of the “no-strike” clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately. The OPBA shall cooperate with the City in any action that the City chooses to bring to seek an injunction to terminate any job action of the type listed in Section 2 of this Article occurring during the term of this Agreement.

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

Section 5. In the event that disciplinary action is taken against an employee for an alleged violation of this Article, such action shall not be reviewable upon any grounds other than whether the employee violated Section 2 of this Article.

#### ARTICLE 10 - GRIEVANCE PROCEDURE

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

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

(a) Grievance - A “grievance” shall be defined as a dispute or controversy concerning the application, interpretation of or compliance with the specific and express written provisions of this Agreement.

(b) Grievant - The “grievant” shall be defined as any employee or group of employees within the bargaining unit or the OPBA.

~~(c) Party in Interest - A “party in interest” shall be defined as any employee of the City named as a beneficiary or as an opposing party in the grievance who is not the grievant.~~

(c) ~~(d)~~ Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all ~~g~~Grievances filed under this procedure.

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

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

(c) The time limits provided herein will be strictly adhered to and any ~~g~~Grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the ~~g~~Grievance shall automatically be sustained in favor of the ~~g~~Grievant on a “no precedent” basis. The time limits specified for either party may be extended only by written mutual agreement.

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

Section 4. All ~~g~~Grievances shall be administered in accordance with the following steps of the ~~g~~Grievance procedure.

Step 1: An employee who believes ~~he~~ they may have a ~~g~~Grievance shall notify a Supervising Sergeant of the possible ~~g~~Grievance within five (5) days of the occurrence of the facts giving rise to the ~~g~~Grievance. The supervisor will schedule an informal meeting with the employee, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced in writing by the ~~g~~Grievant and presented as a ~~g~~Grievance to the Chief of Police or ~~his~~ their designee within five (5) days of the informal meeting or notification of the supervisor’s decision at Step 1, whichever is later, but not later than five (5) days from the date of the meeting if the supervisor fails to give the ~~employee Grievant~~ an answer. The Chief shall schedule a meeting within five (5) days and hold a meeting within ten (10) days after receiving the written ~~g~~Grievance at Step 2 from the ~~g~~Grievant. The Chief shall give his answer in writing within five (5) days after the meeting.

Step 3: If the ~~g~~Grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal. The Mayor or ~~his~~ their designee shall schedule a hearing within five (5) days and hold a hearing within ten (10) days of the receipt of the appeal. All parties will be given at least 72 hours notice before the hearing. The hearing will be held with the ~~g~~Grievant, ~~his~~ their OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or ~~his~~ their designee shall issue a written decision to the ~~employee Grievant~~ and ~~his~~ their OPBA representative within ten (10) days from the date of

the hearing. ~~If the decision at Step 3 is not acceptable to the OPBA, the matter may be taken to the exclusive final and binding Arbitration Procedure contained in Article 11 of this Agreement~~

## ARTICLE 11 - ARBITRATION

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Sept 3, the grievant may submit the grievance to arbitration. Within the next following ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the OPBA will promptly ~~submit~~ request a panel of seven arbitrators ~~from the Federal Mediation and Conciliation Service (FMCS) who are residents of Cuyahoga, Lorain or Medina counties.~~ The parties will then chose one arbitrator from the panel by the alternative strike-off method. Either party, however, shall have the right to reject the initial list and request a second list, in which case the arbitrator will be chosen from the second panel.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specified 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.

Section 3. Arbitration hearings shall not be open to the public.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. In cases of “split” awards, the arbitrator shall have authority to allocate these costs between the parties. All other expenses shall be borne by the party incurring them. The costs of a record, if agreed to by the parties, shall be shared equally by the parties. If one party wants a record and the other does not, the party requesting the record shall pay the cost thereof, provided, that if the other party later decides to order a copy, it shall pay 75% of the total cost of the record.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. The City shall not be obligated to pay for the attendance at the hearing of witnesses or representatives of the OPBA; provided, that if the hearing is held within the jurisdiction of the City, and an on-duty witness is able to respond to calls, the City will pay such witness for the time spent testifying. Any request made by either party for the attendance of witnesses shall be made in good faith so as not to disrupt the operations of the City.

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

## ARTICLE 12 - TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the 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, except that notices of any such modifications or discontinuance's of a benefit or the administration of a benefit adversely affecting the bargaining unit as a whole, shall be provided to the Bargaining Committee and shall, upon request, be discussed with it prior to the implementations, excluding emergencies.

#### ARTICLE 13 - NON-DISCRIMINATION

Section 1. The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, **disability, military or veteran status, sexual orientation, sexual identity, or sex, or any other basis protected by law.** ~~except insofar as the same is a bona fide occupational qualification.~~

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

#### ~~ARTICLE 14 - GENDER AND PLURAL~~

~~Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and works in the plural, the singular. Words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that use is for convenience purposes only and is not to be discriminatory by reason of sex.~~

#### ARTICLE 15 - HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article or affect any interpretation of any such Article.

#### ARTICLE 16 - OBLIGATION TO NEGOTIATE

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

Section 2. Therefore, for the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waive 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 specially referred to or covered in this Agreement, even though such subjects or matters 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 17 - NEW EMPLOYEES

Section 1. New part-time employees shall be on probationary status for their first eight hundred (800) hours and twelve (12) calendar months worked with the City. While on probationary status, an employee may be terminated from employment at the City's sole discretion, with or without just cause, subject only to the City's obligations under Article 13 ("Non-Discrimination"), hereof.

Section 2. The termination of a probationary employee is subject to the grievance procedure set forth in Article 10 "Grievance Procedure," hereof, and, with the agreement of the City and the OPBA, may be submitted to arbitration. In such an arbitration proceeding, the arbitrator shall have jurisdiction to grant the grievance only if the arbitrator finds, based on clear and convincing evidence, that the City intentionally violated Article 13, "Non-Discrimination," hereof.

#### ARTICLE 18 - TRAINING

The City shall provide the level of training necessary, if any, to maintain the officers' state mandated OPOTA certification. Officers may attend training classes offered by OPOTA or other peace officer training organizations, as approved by the Chief of Police, at the city's cost, on a first come first serve basis. Training shall be paid by the city based on a 40% funding amount available in the police department's annual budget line item for training.

#### ARTICLE 19 - BASE SALARY RATE

Section 1. All employees shall be paid bi-weekly. The Finance Director shall determine and make those payroll deductions which he deems appropriate or which are otherwise authorized and directed by Council. All payroll changes shall be made at a time and in a manner which the Director deems appropriate. When such pay day falls on a Saturday, Sunday or Bank Holiday Monday, the preceding Friday shall be the pay day. In the event that a pay day falls on a Bank Holiday Friday, pay day shall be on the preceding Thursday. Approved overtime shall be paid in the subsequent payroll.

Section 2. Wages for part-time employees shall be as follows:

| <u>Hours Worked</u> | <u>2020 1/1/2018</u>    | <u>1/1/2021</u>         | <u>1/1/2022</u>         | <u>1/1/2023</u> |
|---------------------|-------------------------|-------------------------|-------------------------|-----------------|
|                     | <u>Hourly Rate</u> +0%  | <u>1/1/2019</u>         | <u>1/1/2020</u>         | +2%             |
|                     |                         | +1.75% +2%              | +2%                     |                 |
| 0-299               | \$21.91/hour            | \$22.29/hour            | \$22.74/hour            | \$23.19/hour    |
|                     | <del>\$21.06/hour</del> | <del>\$21.48/hour</del> | <del>\$21.91/hour</del> |                 |
| 300-599             | \$23.11/hour            | \$23.51/hour            | \$23.98/hour            | \$24.46/hour    |
|                     | <del>\$22.22/hour</del> | <del>\$22.66/hour</del> | <del>\$23.11/hour</del> |                 |
| 600+                | \$24.34/hour            | \$24.77/hour            | \$25.27/hour            | \$25.78/hour    |
|                     | <del>\$23.39/hour</del> | <del>\$23.86/hour</del> | <del>\$24.34/hour</del> |                 |

**BONUS**

Each employee shall receive a one-time bonus of \$750.00, non-accumulative, which shall be payable upon execution of this contract. Said bonuses provided as a result of the exemplary performance during the 2020 Coronavirus pandemic.

Hours are hours worked since the most recent date of hire by the City. The term includes only hours actually worked on patrol assignments (i.e. does not include court time, range time, etc.).

Section 3. Part-time employees who work more than eight (8) hours in a twenty-four (24) hour period shall be paid at one and one-half times their hourly rate for hours in excess of eight (8) hours.

Section 4. Any part-time employee appointed to a full-time patrol position will maintain the hourly rate achieved as a part-time employee for their full-time probationary year.

ARTICLE 20 – OTHER BENEFITS

Section 1. Uniform Allowance.

A. Probationary employees terminated or leaving the department for any reason shall return all equipment issued by the department.

B. Part-time and non-probationary employees shall receive an annual uniform allowance equal to 70% of the uniform allowance available to full-time officers and shall be available through city purchase order procedures, i.e., by check or credit/debit card and to comply with the uniform code. The City will provide one (1) duty weapon and one (1) off-duty weapon for each part-time employee during their tenure with the City. The off-duty weapon will be either a revolver or semi-automatic pistol of .38 caliber or greater as selected by the employee. Officers may access an amount equal to 80% of the full-time officer’s uniform allowance, provided they work hours equal to or in excess of 80% of the average hours worked per part-time officer for the



previous twelve months (refer to calculation below). Should the officer not work the amount of hours necessary to reach the 80% level, their rate of uniform allowance will be at 70% of the full time officer's uniform allowance.

Calculation: Total hours worked by all part-time officers divided by number of part time officers' times 80% (Total hours / number of officers X .80=).

C. The City will upon hiring provide to each part time employee a fitted, high quality bulletproof vest of the brand and type requested by the officer and not to be less than a Level 2A threat level and not to exceed average costs. The City shall replace the vest every five years or in accordance with the manufacturer's specifications.

Section 2. Longevity Allowance. A part time and non-probationary employee who provides at least 300 hours of service for the City in a calendar year shall receive longevity credit for one year of service for each such year worked. Upon completion of five (5) years of such service with the City, such part time employee shall receive longevity pay equal to fifty percent (50%) of the amount of longevity pay afforded full time patrol officers in accordance with the terms of, and pursuant to, Article 12 of the Collective Bargaining Agreement between the City and full time patrol officers, but limited to fifty percent (50%) of the maximum amount payable to full time patrol officers under said Article 12.

Section 3. Mileage Allowance. Employees who are required by their supervisor of the Chief to use their private automobile for City business, including schools, seminars, conferences and other similar requests made through the department shall be compensated for such automobile use at the rate of the standard mileage rate for travel in publication 1542, Department of Treasury Internal Revenue Service, Per Diem Rates. Each employee shall itemize the reason, date, time, and mileage. If out of town travel is necessary, expenses such as room, board, meals, etc. will be reimbursed by the City. The employee may use a personal or departmental vehicle, if one is available.

Upon completion of an authorized trip or after incurring an authorized expense, an employee shall submit to the Director of Finance, within one week of his or her return from the trip or within one week after incurring the expense, an account of such expenditure on a form provided by the Director. Trips and expenses shall be authorized in the same manner as requisitions for purchase.

Section 4. Part-time employees shall receive a minimum of two (2) hours pay for each scheduled meeting attended.

Section 5. Part-time employees shall receive a minimum of four (4) hours pay for time spent in appearances before a court of law necessitated by their activities on behalf of the City, along with reasonable out-of-pocket costs incurred. Payment is subject to submission of satisfactory proof of attendance and receipts, as determined by the City.

Section 6. Part-time employees shall receive a minimum of two (2) hours pay for each session at the shooting range.

Section 7. FMLA Leave. All employees in the bargaining unit shall be eligible for leave as provided by the Family and Medical Leave Act (“FMLA”), consistent with the City’s policy.

Section 8. Officer-in-Charge. In the absence of the Chief or a Sergeant, an employee shall be assigned as the officer-in-charge of the shift and shall be required to comply with the duties directed by the Chief. The officer-in-charge shall be paid one (1) additional hour of pay at their regular overtime rate for each shift of four (4) hours or more spent as officer-in-charge.

Section 9. Call-Out. When part-time employees are used to fill a shift due to a call-off or additional manpower requirements, the shift will be filled from a call-out list that is generated at the beginning of each month which ranks part-time employees by the number of hours worked in the calendar year. The call-out list will rank the employees with the least number of hours worked to the employees with the most number of hours worked. The employee with the least number of hours worked will be called first, and so on. If a part-time employee does not wish to be called-out, they may have their name removed from the list.

Section 10. Life Insurance. The City shall provide each part-time employee who worked more than 1,000 hours in the prior year with coverage under a group life insurance policy underwritten by an insurance carrier of the City’s choice as determined from time-to-time by Council, in the face value amount of twelve thousand dollars (\$12,000). Such policy shall provide death benefits to the beneficiary or beneficiaries designated by each employee, or to the beneficiaries specified in the condition of such policy if no beneficiary designation is on file. No employee contribution shall be required.

Section 11. Bonds. The City shall require and pay for a blanket bond covering all personnel in the amount of two thousand five hundred dollars (\$2,500) per employee.

Section 12. Liability Insurance. The City hereby agrees to provide liability insurance of five hundred thousand dollars (\$500,000) per person per incident for each employee covered hereunder who is responsible for the operation of City-owned vehicles or apparatus, provided such vehicles or apparatus are being used on official city approved business.

Section 13. Professional Liability Insurance. The City will continue and keep in full force and effect professional liability insurance in the amount of five hundred thousand dollars (\$500,000) for all full-time employees and shall pay all premiums for such insurance.

## ARTICLE 21 – HOLIDAYS

Part-time employees who work the following City recognized holidays will be paid at one and one-half times their hourly rate:

|                             |                  |
|-----------------------------|------------------|
| New Year’s Day              | Independence Day |
| Memorial Day                | Labor Day        |
| Thanksgiving                | Christmas        |
| Martin Luther King, Jr. Day |                  |

## ARTICLE 22 - SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is found to be contrary to law by a final, non-appealed decision of a court of competent jurisdiction, such provision or provisions shall be deemed severable from the rest of this Agreement, and the rest of this Agreement shall remain in full force and effect. In such event, the City and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

Section 2. The parties hereto shall agree on a side letter covering their obligations in the event the Ohio Public Employee Bargaining Law, Am. Sub. S.B. No. 133, is held to be unconstitutional in whole or relevant part.

#### ARTICLE 23 - HEALTH AND SAFETY/LABOR MANAGEMENT COMMITTEE

Section 1. The City shall provide safe working conditions, equipment, and departmental procedures with the health and safety of the employees in mind.

Section 2. The Union may appoint two (2) persons from the bargaining unit to serve on a Labor Management Committee. The Labor Management Committee will meet quarterly, or as agreed, to discuss workplace issues.

#### ARTICLE 24 – DURATION

This Agreement represents the entire agreement on all matters subject to bargaining between the City and OPBA. It is effective on January 1, ~~2021~~ 2018, and shall remain in effect for a period of three (3) years thereafter, up to and including December 31, ~~2023~~ 2020. If either party wishes to negotiate changes to take effect after December 31, ~~2023~~ 2020, written notice of the desire to negotiate shall be provided to the other party so as to be received by not later than the close of business on November 1, ~~2023~~ 2020. If such notice is not given in a timely fashion, the Agreement shall be renewed for an additional year.

#### ARTICLE 25 - SENIORITY

Seniority shall be an employee's uninterrupted length of continuous service in the Police Department commencing with the employee's date of hire in the position in the bargaining unit. An employee shall have no seniority for the initial probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Continuous service and seniority shall be broken by death, resignation, retirement, discharge, layoff or leave of absence longer than six (6) months, or an unauthorized absence from work for three (3) consecutive days.

#### ARTICLE 26 – DRUG TESTING

The OPBA and City acknowledge the need to negotiate a drug and alcohol testing article that includes random testing. The parties shall negotiate in good faith a drug and alcohol testing article that qualifies the City for BWC discounts. If the parties cannot reach an agreement, the City's current drug and alcohol testing policies will remain in place.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR THE OPBA

FOR THE CITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_