



**CITY COUNCIL MEETING ~ 7:00PM**

**AMENDED AGENDA**

**MONDAY, JANUARY 3, 2022**

**LOCATION:**

**City Meeting Room  
(former Wiley Middle School Library  
next door to Board of Education)  
2181 Miramar Blvd.  
University Heights, Ohio**

**Per current CDC guidelines, the City requires that all participants and attendees wear masks or face coverings, even if fully vaccinated.**

Under the City Charter and state law, University Heights City Council meetings are open to the public. Rather than attend in person, at this time we encourage the public to view the meeting on the City of University Heights YouTube channel, which may be accessed here: <https://bit.ly/3quuble>

People wishing to make public comment are encouraged to submit their comments in writing to be read into record during the “Comments from the Audience” portion of the meeting. Please submit your full name and address with your public comment. Noting the traditional 5 minute limit, please limit your written public comment to 650 words. Please email your comment to [info@universityheights.com](mailto:info@universityheights.com) by 4:00pm on the day of the meeting, or in the alternative, mail or drop off your comment to City Hall at 2300 Warrensville Center Road such that it is received by the deadline.

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NOTE: Executive Session may follow meeting to discuss legal, personnel and real estate matters.  
(Motion Required)

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1. Roll Call
2. Pledge of Allegiance;
3. Reading and Disposal of the Journal;
4. Additions and Removals from the Agenda; Referrals to Committee;
5. Comments from the Audience;
6. Reports and Communications from the City Council, and the taking of action thereon;
  - a) Election of Vice Mayor and Oath of Office
  - b) Appointment of Mayor as Safety Director and Oath of Office
7. Reports and Communications from the Mayor, and the taking of action thereon;
  - a) Oath of Office Administered to Michael Cicero
8. Reading and Disposition of ordinances, resolutions, motions, and consideration of agenda items;

- A. Amended Ordinance 2021-56 Reappointing Luke F. McConville as Law Director Effective January 3, 2022, and Declaring an Emergency and Administering of Oath
  - B. Ordinance 2022-01 Reappointing Kelly M. Thomas as Clerk of Council Effective January 3, 2022, and Declaring an Emergency and Administering of Oath
  - C. Ordinance 2021-64 Authorizing the Mayor to Enter into A Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers Declaring an Emergency (second reading)
  - D. Ordinance 2022-02 Authorizing the Mayor to Enter into A Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Sergeants and Lieutenants and Declaring an Emergency
  - E. Motion to Approve Retirement Health Savings Agreement with MissionSquare for the Fire Department
  - F. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters
9. Reports and communications from the Directors of the Department of Finance, the Department of Law, the Department of Public Safety, the Department of Public Service, and other department heads as applicable, and the taking of action thereon;
- a) Finance
  - b) Law
  - c) Public Safety (Police/Fire)
  - d) Service
  - e) Building
  - f) Housing and Community Development
  - g) City Engineer
  - h) Communications / Civic Engagement
  - I) Economic Development

10. Reports of standing committees and the taking of action thereon;

**BUILDING/HOUSING**

Chairman

**COMMUNITY OUTREACH**

Chairman

**ECONOMIC DEVELOPMENT**

Chairman

**FINANCE**

Chairman

**RECREATION**

Chairman

**SAFETY**

Chairman

**SERVICE AND UTILITIES**

Chairman

**COMMITTEE OF THE WHOLE**

11. Reports of special committees, and the taking of action thereon;

12. Unfinished and miscellaneous business;

13. Adjournment

**AMENDED ORDINANCE NO. 2021-56**

**INTRODUCED BY: COUNCIL AS A WHOLE**

**AN ORDINANCE REAPPOINTING LUKE F. MCCONVILLE AS  
LAW DIRECTOR EFFECTIVE ~~JANUARY 1,~~ JANUARY 3, 2022,  
AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Council desires to reappoint Luke F. McConville as City Law Director.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
UNIVERSITY HEIGHTS, OHIO THAT:**

**Section 1. Reappointment**

Luke F. McConville is hereby reappointed Law Director of the City of University Heights, Ohio, effective ~~January 1,~~ January 3, 2022 and for a term expiring at the end of December 31, 2023;

**Section 2. Basic Services**

Subject to the compensation provisions herein, the Law Director, on a part-time basis shall: administer the Department of Law in accordance with all applicable laws; shall appoint and supervise the conduct of the Assistant Law Director-Prosecutor and shall provide such other basic legal services as may be further specified by City Council;

**Section 3. Compensation for Legal Services**

As of January 3, 2022, the Law Director shall be compensated in the form of annual salary in the amount of \$80,000.00. The City shall make contributions on the Law Director's behalf to the Ohio Public Employees Retirement System. The Law Director shall provide the following services:

- (a) General legal services, provide advice to the Mayor, members of Council, department heads, attendance at meetings of Council, Directors' meetings, Board of Zoning Appeals, Planning Commission and Civil Service Commission meetings, and any other meetings, if any, designated by City Council or the Mayor.
- (b) In addition, additional services, as authorized by the Mayor or Council, including, but not limited to, services for litigation after commencement of the legal process, hearings before administrative agencies (not including Planning Commission, Civil Service Commission or Board of Zoning Appeals), and for any and all services in preparation for any such matters, and for services in litigation avoidance matters involving another party or person and/or their representative, and for all service and advice in property research, easement acquisitions, analysis of deeds and plat maps, property sales and acquisitions, and for services rendered for or in relation to the City's community improvement corporation, shall be compensated hourly at the rate of \$175.00 per hour, which shall not be subject to contribution to the Public Employees Retirement System.

**Section 4. Funding**

City Council shall budget and appropriate all funds necessary and incidental for the expenses and compensation required for the Department of Law and as provided in this Ordinance.

**Section 5. Indemnification**

The City shall save the Prosecutor and each employee, agent, assistant or associate of the law department harmless and indemnify each from any and all damages or liability claimed, asserted or adjudicated through civil or criminal litigation or proceedings before any court or administrative agency, and the City shall indemnify all costs or expenses for the defense thereof and pay all judgements for money damages awarded as result of undertaking the responsibilities described herein.

**Section 6. This ordinance shall supersede any ordinance in conflict herewith.**

**Section 7. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of**



this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 8.** This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of University Heights, Ohio, for the reason that Mr. McConville’s appointment expires as of January 31, 2022. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

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**MICHAEL DYLAN BRENNAN, MAYOR**

**FIRST READING:**

**PASSED:**

**ATTEST:**

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**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

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**LUKE F. MCCONVILLE, LAW DIRECTOR**

**ORDINANCE NO. 2022-01**

**INTRODUCED BY: COUNCIL AS A WHOLE**

**AN ORDINANCE REAPPOINTING KELLY M. THOMAS AS  
CLERK OF COUNCIL EFFECTIVE JANUARY 1, 2022, AND  
DECLARING AN EMERGENCY.**

**WHEREAS**, the Council desires to reappoint Kelly M. Thomas as Clerk of Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
UNIVERSITY HEIGHTS, OHIO THAT:**

**Section 1.** The Council of University Heights hereby reappoints Kelly M. Thomas to serve as Clerk of Council of University Heights, Ohio, effective immediately upon the adoption of this Ordinance; to serve at the pleasure of Council, or until a successor is qualified and duly appointed.

**Section 2.** The Clerk shall perform all duties imposed on that office by law under the City Charter, the City Ordinances now in force or hereafter enacted and Ohio law, and to perform such other duties as may be directed from time to time by the Council and, as permitted by the Council, such services as may be appropriate to assist the Mayor.

**Section 3.** The Finance Director is hereby authorized to pay the Clerk, and Council hereby appropriates sufficient funds for such compensation.

**Section 4.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 5.** This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to secure the appointment of Ms. Thomas and the performance of the duties of Clerk of Council immediately in 2022. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

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**MICHAEL D. BRENNAN, MAYOR**

**PASSED:**

**ATTEST:**

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**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

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**LUKE F. MCCONVILLE, LAW DIRECTOR**



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## STEFANI IOSUE & ASSOCIATES

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December 20, 2021

University Heights City Council  
2300 Warrensville Center Road  
University Hts, Ohio 44118

**RE: Collective Bargaining Agreement – Fraternal Order of Police**

Honorable Members of Council:

Negotiations between the City of University Heights and the Fraternal Order of Police (Silver and Gold units) (“FOP”) concluded in November with a tentative agreement for the new CBA (2020-2023). The parties reached this agreement without resorting to costly arbitration hearings, which creates a significant cost savings for the City. The FOP has already voted to accept the tentative agreement.

Under the provisions of Section 4117.10 (C) ORC, the negotiator is required to notify the legislative body of tentative agreement, and "*the legislative body must approve or reject the submission as a whole, and the submission is deemed approved if the legislative body fails to act within thirty days after the public employer submits the agreement.*" Please consider this letter to be formal notification to Council of the settlement between the City and the FOP. A summary of the terms follows:

- Wage increases of 3.5% in 2021 and 2022; There was no wage increase in 2020;
- Equalized vacation with other bargaining units;
- Clarified “call-in” pay;
- Modified sick leave incentive to cover 12 hour shifts;
- Modified Golden Days (pka Personal days);
- Modified dispute resolution to follow ORC 4117.

In addition, the City added Juneteenth as a holiday as it did throughout the City.

On behalf of Mayor Brennan, we strongly recommend approval of these tentative agreement by Council.

Sincerely,  
*/s/ Jeremy D Iosue*  
Jeremy D. Iosue, Esq  
Labor Negotiator

cc: Michael Brennan, Mayor

**AMENDED ORDINANCE 2021 - 64**

**INTRODUCED BY: MAYOR BRENNAN AND ALL OF COUNCIL**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
A COLLECTIVE BARGAINING AGREEMENT WITH  
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.  
PATROL OFFICERS AND DECLARING AN EMERGENCY**

**WHEREAS**, the City’s labor attorney has negotiated a Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers in connection with the terms and conditions of employment of the City’s Police Department employees for the period of July 1, 2020 through June 30, 2023; and

**WHEREAS**, Council wishes to approve the Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers and to authorize the Mayor to enter into the same;

**NOW, THEREFORE, BE IT ORDAINED by the Council of the City of University Heights, State of Ohio:**

**Section 1.** This Council hereby approves the Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Patrol Officers for the time period from July 1, 2020 through June 30, 2023, and authorizes and directs the Mayor to enter into said agreement, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

**Section 2.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, the emergency being the need to finalize the Collective Bargaining Agreement as soon as possible since it relates in part to periods of time already expired; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This Ordinance shall take effect from and after the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

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**MICHAEL DYLAN BRENNAN, MAYOR**

**PASSED:**

**ATTEST:**

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**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LUKE F. MCCONVILLE, LAW DIRECTOR**

**AGREEMENT BY AND BETWEEN**  
**THE CITY OF UNIVERSITY HEIGHTS**  
**AND**



**FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**  
**PATROL OFFICERS**

**EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2023**

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**(RESERVED)**

**ARTICLE 1**  
**PREAMBLE**

**Section 1.** This Agreement is hereby entered into by and between the City of University Heights, hereinafter referred to as "the Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "the Union."

**ARTICLE 2**  
**PURPOSE AND INTENT**

**Section 1.** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, 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 terms and conditions of their employment;
- (2) To promote fair and reasonable working conditions;
- (3) To promote individual efficiency and service to the Employer;
- (4) To avoid interruption or interference with the efficient operation of the Employer's business; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the following unit:

All patrolmen/patrolwomen as described under SERB Case number 2020-REP-04-0021, but excluding the chief of the department and those individuals who, in the absence of the chief, are authorized to exercise the authority and perform the duties of the chief of the department, deputy chief of police, sergeants, lieutenants, , matrons, animal wardens, clericals, utility employees, janitors, telephone operators, all part-time, seasonal and temporary employees, professionals as defined by Ohio Revised Code Chapter 4117 and all other full-time and part-time employees.

**Section 2.** The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement 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 hired.

**Section 3.** Full-Time Employee. "Full-time employee" means any member of the bargaining unit who regularly works forty (40) hours per week.

**ARTICLE 4**  
**NON-DISCRIMINATION**

Both the Employer and the Union recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts, and other similar Constitutional and Statutory requirements. Therefore, both the Employer and the Union hereby reaffirm their obligations not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

**ARTICLE 5**  
**UNION DUES**

**Section 1.** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union 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 Employer is currently deducting dues.

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

**Section 3.** All authorized deductions will be made from the member's pay on a regular monthly basis. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 4.** The Union shall indemnify and hold the Employer and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

**ARTICLE 6**  
**AGENCY SHOP – DUES DEDUCTION**

**Section 1.** The City agrees to deduct Union membership dues from bargaining unit members upon receipt of individually signed authorization form(s) which shall be provided by the Union, in the amount certified by the Union to the City. The first such deduction will be made as soon as



practicable thereafter but in no event later than thirty (30) calendar days following receipt by the City of the dues deduction authorization.

**Section 2. Notifications.** The Employer shall notify the Union of any new hires within the bargaining unit. Such notification shall be in writing (or electronically) to the Union no more than sixty (60) days after their hire date. Notice of the same may be made to the Union office and/or through the Union Staff Representative.

Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from Union membership, the City shall notify the Union in writing (or electronically) within fourteen (14) days of this request; notice of same may be made to the Union office and/or through the Union Staff Representative.

**Section 3. Indemnification.** The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments, except failure to forward deducted dues and fees. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an Employee arising from deductions made by the University pursuant to these provisions. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 7** **MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;
- C. To determine the size, composition, structure and adequacy of the work force;
- D. To establish and determine job qualifications and duties, and to establish the education and training requirements for the Department;
- E. To establish, modify, consolidate and abolish jobs or job classifications;
- F. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend, and discharge employees for just cause;
- G. To subcontract work;

- H. To lay off employees in the event of lack of work or lack of funds or under conditions where the City determines that the continuation of such work is unnecessary;
- I. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- J. To determine location of facilities and to introduce new and/or improved equipment and methods;
- K. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;
- L. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

**Section 1.** The work week is 40 hours; the work day is 8 hours, and the work year is 2,080 hours. The Department's work schedule regarding patrol shall be determined by the Chief of Police in consultation with the Safety Director. When determining a work schedule, the Chief of Police will seriously consider the recommendation made by a majority of the officers who are assigned to the Patrol Division at that time. Effective January 1, 2018, the work period is 80-hours in a two week pay period and the work year is 2080 hours. The Department's work schedule regarding patrol will be 12-hour work days determined by the Chief of Police in consultation with the Safety Director excluding any work day to average or total the 80- hours in a pay period.

Effective January 1, 2018, the work period is 40-hours, the work day is 10-hours and the work year is 2080 hours for administrative personnel and Detectives.

Twelve (12) hour and/or ten (10) hour shifts will be utilized as determined by the Chief of Police, who can unilaterally and without any further bargaining or discussions with the Union or its members discontinue such 12-hour or 10-hour shift scheduling and revert back to the eight (8) hour shift scheduling with sixty (60) days advanced notice to the Union.

**Section 2.** The Employer shall be the sole judge of the necessity of overtime and all assigned overtime must be worked.

**Section 3.** Base pay contemplates, on the average, 40-hours per week and 80-hours in a two week pay period, as set forth in an assignment list published monthly under the direction of the Chief. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief.

**Section 4.** When an employee's regularly assigned shifts add up to less than 2,080 hours in a year, the City shall schedule the extra day(s) during a period of no less than the first six months. Said days shall not be assigned in the middle of a three or more day-off period. The affected employee may request said day(s) be reassigned, subject to the Chief's approval.

**Section 5.** When an employee's regularly assigned shifts add up to more than 2,080 in a year, the employee may request the equivalent time off at any time during the calendar year, subject to the Chief's approval, excluding the period from November 15 through December 24.

**Section 6.** When an employee is required to work more than his assigned hours on a shift or a shift not originally assigned to him on the monthly schedule, he shall receive overtime. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate divided by 2,080 hours. There shall be no adjustment for longevity or special assignment pay arising from overtime compensation.

**Section 7.** Except as set forth in Sections 10(B), 10(C) and 11(B) below, an employee may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to 144 hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is paid, not earned. Once an employee is properly approved to take a "Time Owed" day off, such day off cannot be cancelled unless notice of such cancellation is made more than seventy-two (72) hours prior to the day off except in cases of emergency.

If no overtime will be created by using the compensatory time, the minimum increments for use will be one (1) hour. Employee's compensatory time shall be deducted at one hour for each hour used, provided that the employee use of compensatory time does not cause overtime within the Police Department. Employee's compensatory time shall be deducted at one and one half hours for each hour used, if the employee's compensatory time causes overtime within the Police Department.

**Section 8. Range-Time.** Employees shall receive a minimum of two hours at time and one-half for fire arms training (range time).

**Section 9. Call-in Pay.** Employees called into work for time which does not abut their normal shift shall receive three hours of regular base pay, or overtime, whichever is greater. Employees who are required to work less than three hours shall not be required to perform busy-work as determined by the Chief of Police. Additionally, if an Employee is ordered to arrive at station immediately to work for time which does not abut their normal shift, that Employee shall be paid for a reasonable amount of time from the time the order is received unless otherwise specified by the person who ordered that Employee into work.

**Section 10. Training.**

- (A) For purposes of this Article, all mandatory training and SWAT training, excluding travel time to and from school, shall be considered time worked.
- 1) Time worked will include homework performed outside and aside from the classroom instruction in any five-day or longer specialized class. Overtime will be paid up to three (3) hours per day in any 5-day school as approved by the Chief of Police.
- (B) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid in compensatory time only at the base rate, unless an employee has accumulated one hundred forty-four (144) hours of compensatory time, at which time said time shall be paid in compensation at the base rate.
- (C) All travel time to and from training, whether voluntary or mandatory, shall be paid in compensatory time only at the base rate, unless an employee has accumulated 144 hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

**Section 11. Court Time.**

- (A) Police employees, when required to appear in Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is greater, if an appearance is required in the Shaker Heights Municipal Court, and a minimum of five (5) hours of regular base pay, or overtime, whichever is greater, if the appearance involves any other Court. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio. Employees who appear at Court must have a subpoena signed by a proper Court official in order to receive the compensation, such subpoena shall be submitted along with a written request to the Chief for Court time payment.
- (B) Employees who are required to be on stand-by for Court shall be entitled to compensatory time only, at the base rate, for all hours on stand-by, with a minimum of one hour, unless the employee has accumulated one hundred forty-four (144) hours of compensatory time, at which time stand-by shall be paid in compensation at the base

rate. However, if midnight shift ends before 8:00 a.m., employees who worked the midnight shift will receive up to two hours for stand-by, so that the shift will be continuous.

(C) Employees who are required to use their personal vehicle to travel to and from Court shall receive mileage at the current IRS rate.

**ARTICLE 9**  
**SALARIES AND OTHER COMPENSATION**

**Section 1. Annual Base Pay.**

Annual compensation will be as set forth below effective July 1, 2020 through June 30, 2023.

| Rank (Classification)       | Annual Compensation         |                                |                                |
|-----------------------------|-----------------------------|--------------------------------|--------------------------------|
|                             | Effective<br>7/1/2020<br>0% | Effective<br>7/1/2021<br>3.50% | Effective<br>7/1/2022<br>3.50% |
| Ptl. 3rd Grade (0-12 mos.)  | 73,836.63                   | 76,420.91                      | 79,095.64                      |
| Ptl. 2nd Grade (13-24 mos.) | 77,790.73                   | 80,513.41                      | 83,331.38                      |
| Ptl. 1st Grade (25 + mos.)  | 81,745.98                   | 84,607.09                      | 87,568.34                      |

The above scale shall not affect a patrolman's qualifications to take a promotional exam or be promoted, provided the patrolman has completed three years of service in the University Heights Police Department prior to the examination date. No pay other than base pay shall be adjusted for longevity. This scale includes proficiency pay which has been rolled into base pay.

**Section 2. Adjustment for Longevity.**

The annual base pay of Police employees employed by the City under this Agreement on July 1, 2011 shall be increased from and after the completion of three (3) years of continuous employment and service by the following percentages:

| DURING YEAR OF EMPLOYMENT | INCREASE |
|---------------------------|----------|
| 4                         | 0.5%     |
| 5                         | 1.0      |
| 6                         | 1.5      |
| 7                         | 2.0      |
| 8                         | 2.5      |
| 9-12                      | 3.0      |
| 13-19                     | 6.0      |
| 20 and subsequent         | 7.0      |

The annual base pay of employees hired after July 1, 2011 shall be increased at the commencement of six (6) years of continuous employment and service regardless of the position the employee holds at the time he or she commences the years of service indicated as set forth below:

| <u>AT COMMENCEMENT OF YEAR</u> | <u>LONGEVITY PAY</u> |
|--------------------------------|----------------------|
| 6                              | \$526.00             |
| 7                              | \$702.00             |
| 8                              | \$877.00             |
| 9-12                           | \$1,052.00           |
| 13-19                          | \$2,104.00           |
| 20 & subsequent                | \$2,450.00           |

The adjustments set forth above shall be completed based on the original date of hire or appointment of the police employee and shall be applied to the first full pay period following the anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

**Section 3. Payroll Computation.** The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the Employer's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement, less often than monthly, nor shall wages be withheld for longer than ten (10) days after the close of the period for which wages are payable.

**Section 4. Special Assignment – Additional Compensation.**

At the sole discretion of the Chief of Police, there may be established from time to time the following special assignments. Any police employee on such special assignment shall be entitled to additional annual compensation according to the following schedule:

Detective      \$2,000.00

Any officer assigned to EDGE SWAT, EDGE Hostage Negotiator, EDGE Mobile Field Force, EDGE Traffic Investigator and EDGE Bomb Squad shall receive additional compensation of \$500.00.

These amounts shall be prorated during each employee's tenure in such assignment. Such assignment and tenure therein shall be for the convenience of the Department. No transfer from such assignment to another assignment not meriting additional compensation shall be deemed to be disciplinary, regardless of the circumstances. Nor shall the removal, death or termination of employment of the police employee so assigned be deemed to have created a vacancy within the ranks. After completion of assignment, special assignment pay shall be paid on a semi-annual basis every June and December.

Officers will be entitled to compensation for one designated specialty only. Any mandatory training or duties required in association with an officer's special assignment will be attempted to be scheduled to accommodate the needs of the officer.

**Section 5. Educational Incentive.** Any police employee who completes a course of study in law enforcement and receives the degree of Associate in Law Enforcement from a college or university accredited by the governmental entity having jurisdiction over it shall be entitled to an annual bonus of one (1) percent of base pay. Any police employee who receives the degree of Bachelor of Science in Law Enforcement, (or its equivalent, as determined by the Law Director) from such college or university shall be entitled to an annual bonus of two (2) percent of base pay. A police employee holding both an Associate and a Bachelor degree shall be entitled only to the two (2) percent bonus. Payment shall be made on or before June 15th of each calendar year to any police employee who has provided the Police Chief with evidence satisfactory to the Law Director that such degree has been obtained. The education incentive described in this section only applies to employees who have completed one or more years of employment, payable at the end of the second year.

**Section 6. Deferred Compensation.** Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the selection of the plan is based solely upon his or her own choice and may be terminated at will, and further acknowledging that the City of University Heights has not evaluated or approved such plan nor is the City of University Heights in control of the management, administration, accounting or investment practices and policies relating to any such plan, nor with regard to counseling any participant with regard to the interpretation of or actions pursuant to any such plan.

**Section 7. Physical Fitness Incentive Pay.**

All sworn personnel will have the option of participating in the physical fitness incentive pay program on an annual basis. The program shall consist of two tiers. The basic tier, "Tier #2," shall require each officer to perform the minimum score, according to the officer's age and gender, on the Ohio Peace Officer Basic Training Program Physical Fitness Requirements. (See Attachment A). A participating officer may achieve a time on the 1.5 mile run up to 10% over the listed time for his or her age to qualify.

Each officer who successfully performs the requirements will receive a total of \$1,200.00 annually. The testing for the physical fitness incentive will be given during each November. Physical Fitness Incentive payments will be in the following month of December.

Each officer will have the opportunity to take the physical fitness test, however, each officer's participation is strictly voluntary. The tests will be conducted on the employee's own time. Prior to taking the physical fitness test, it is recommended that each officer receive medical clearance from his/her own personal physician. Each officer will have the option to take one additional retest if he/she fails the first test. If a member elects a retest he/she must successfully complete all the testing categories again.

**Section 8. Officer In Charge Pay.** Any Patrol Officer appointed by the Chief as "Corporal" is eligible for Officer in Charge (OIC) pay. Any Corporal so designated during a shift and who

actually performs the work shall receive the Sergeant's rate of pay for all hours so designated and worked as OIC. Corporals that work overtime hours performing Corporal duties will be permitted to convert those overtime hours to compensatory time. For every 4 hours of Corporal overtime worked 7 hours of Corporal straight time will be granted.

**Section 9. Field Officer Training Pay.** Any employee who is assigned by the Chief of Police as a field training officer to train an employee will receive one (1) hour of overtime for actually training an employee for 8-hours in a shift or one and one-half (1½) hours of overtime for actually training an employee for anything over 8-hours in an entire shift.

## **ARTICLE 10** **HOLIDAYS**

**Section 1.** Each police employee shall be entitled to twelve (12) paid holidays (96 hours) per calendar year as approved by the Chief of Police. No police employee shall be entitled to time off on a state or federal designated holiday unless regularly scheduled to be off or is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday, (except in cases of emergency as determined by the Chief of Police or his designee). Once scheduled off or once approved off by the Police Chief, the employee's holiday off day cannot be cancelled except in cases of an emergency.

**Section 2.** When a police employee works on a state or federal designated holiday, he shall not receive additional compensation for such holiday work, except for July Fourth, Thanksgiving, and Christmas Day. Employees who are scheduled to work on July Fourth, Thanksgiving, and Christmas Day shall receive time and one-half pay. Employees who are mandated to work on July Fourth, Thanksgiving, and Christmas Day shall receive double time. Regardless of such additional compensation, employees who work on July Fourth, Thanksgiving, and Christmas will still be entitled to the twelve (12) paid holidays referred to in Section 1. Any employee who works in an overtime status (more than the full shift hours or on scheduled time off) will receive holiday pay as stated above.

## **ARTICLE 11** **VACATIONS**

### **Section 1. Eligibility.**

- (A) Eligible employees can earn vacation leave while in active pay status at a rate based on years of continuous employment with the City. Employees will be credited with their entire vacation accrual beginning each calendar year.
- (B) Each employee who has completed less than one year of continuous employment shall receive one (1) workday off for each month worked but not more than five (5) workdays, with pay.
- (C) Only full-time employees will receive vacation benefits in accordance with the current vacation schedule below:



| YEARS OF SERVICE WITH THE CITY                                                   | VACATION WEEKS (HOURS)                                                                  |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Employee's first calendar year with less than one year of service credit</b>  | one (1) workday off for each month worked but not more than five (5) workdays, with pay |
| <b>Employee's second calendar year with less than one year of service credit</b> | Two weeks (80) hours                                                                    |
| 1-5                                                                              | Two weeks (80 hours)                                                                    |
| 6-11                                                                             | Three weeks (120 hours)                                                                 |
| 12-18                                                                            | Four weeks (160 hours)                                                                  |
| 19-22                                                                            | Five weeks (200 hours)                                                                  |
| 23+                                                                              | Six weeks (240 hours)                                                                   |

**Section 2.** For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee.

**Section 3.** Vacations shall be picked on a shift-wide basis and include Dispatchers, Patrol Officers, Sergeants and Lieutenants, and shall be based upon relative departmental seniority. Vacations must be approved by the Police Chief or his designee. If a holiday is added to five vacation days to allow an employee time off between days off, said holiday will be treated as if it were a vacation day for purposes of scheduling.

Vacation leave shall not be cumulative and no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation.

Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 of Article 11, and no additional or extra compensation shall be paid to an officer or employee who does not take a vacation. In special and unusual cases, where limitation of the annual vacation leave to any one calendar year would work particular hardship, such leave may, in the discretion of the Mayor, be paid in cash in lieu of time off.

**Section 4. Vacation Language Transition.**

In order to facilitate a switch in when vacation is accrued for bargaining unit employees, the following shall apply for vacation earned or accrued in the year 2021 only:

(A) Any bargaining unit member who would receive an extra forty (40) hours of vacation time due to the change in the vacation accrual schedule contained in this Agreement shall have that vacation time credited to their 2021 vacation time balance upon execution of this Agreement;

(B) Prior to December 31st of 2021, each bargaining unit member will be permitted to cash out or carry over into 2022 any vacation time he or she will receive upon execution of this Agreement. The bargaining unit member receiving additional vacation cannot utilize or schedule that additional vacation in 2021.

## ARTICLE 12 HOSPITALIZATION

**Section 1. Hospital and Surgical Insurance.** Each employee shall be entitled to coverage under a group policy of health insurance to be carried by the City. In addition, the City will provide a group policy of dental coverage. The City and the employees shall pay the premium costs associated with the health and dental insurance as set forth in this Article whether individual or family plan. Employees will be required to participate in the dental program as required by the underwriter.

**Section 2.** The City will offer the current “Metro Plan” and MMO (\$500 Plan) of the Cuyahoga County Regionalization Plan (CCRP) design as the two plans for the term of this Agreement so long as the two plans remain in effect. Any plan selected or offered by the City shall begin on January 1<sup>st</sup> of each year and shall end on December 31<sup>st</sup>.

An agreement has been reached allowing the employee, at their option, to elect not to participate in the City-offered health care plan for a minimum of two years and to be compensated \$500.00 per month for family and \$250.00 per month for single for such election. Provided, however, employees are eligible at any time as a result of a spouse's loss of coverage to enroll in the City's plan. Further, employees may opt to enroll back into the plan during the normal open enrollment period after the two year minimum is fulfilled or unless loss of coverage is substantiated. Employees who opt out of City health insurance must provide proof of coverage from a spouse's/another plan in order to be eligible for the opt-out.

**Section 3. Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$50,000 for the term of this Agreement.

**Section 4. Employee Health and Dental Insurance Premium Payment:**

Employees will contribute a percentage of the combined cost of health and dental insurance premiums for the coverage selected up to the following maximum amounts during the life of this Agreement as set forth below:

**Effective Date**

**Monthly Premium Payment**

January 1, 2020 until termination of this agreement 13% of the combined monthly dental and group health premiums.

The employee premium contributions set forth in this Section will be by payroll deduction in equal amounts from the first two monthly pay periods.

**Section 5 – HSA/High Deductible Option.** The City reserves the right to implement a high deductible Health Savings Account (HSA) plan during the term of this Agreement. The Employer will fund the HSA either \$600.00 annually/single or \$1,600/annually family for the HSA. Employees who select such HSA are subject to its terms.

**Section 6. Health Insurance Committee.**

The City will convene a Health Insurance Coverage Advisory Committee ("Committee") for the purpose of reviewing the City's current health insurance coverage and considering options available for City employees in the future. The Committee's goal is to identify and recommend health insurance coverage available to the City that is both cost-effective for the City and its employees and provides benefits that best meet the employees' health insurance needs. The Committee may consider specific factors including, but not limited to, premium costs, benefits, co-payments, deductibles, out-of-pocket costs, wellness initiatives, insurer networks and co-insurance to achieve its goal. As part of its review and recommendations, the Committee may also consider options for group dental coverage, vision coverage and/or alternatives to the City's current group health insurance coverage.

Committee members will include the Finance Director, who will chair the Committee, up to two (2) employees from each of the City's collective bargaining units, up to two (2) employees from the City's unrepresented employees and up to two (2) City directors. The Mayor may attend Committee meetings at his or her discretion. The Finance Director will establish meeting times and dates and set meeting agendas with the input of Committee members. Committee meetings may include presentations from health insurance consultants and/or insurer representatives to gather information and/or facilitate its discussions.

The Committee will meet no fewer than one hundred and twenty (120) days prior to the City's annual health insurance renewal date and as frequently thereafter as determined by the Finance Director in consultation with Committee members. No fewer than 30 days prior to the City's renewal date, the Committee will present its recommendations to the Mayor. The Mayor will consider the Committee recommendations when making a recommendation to City Council on legislation for health insurance coverage. Notwithstanding the Committee's recommendations, the City retains final authority on determining employee health insurance benefits in accordance with the express provisions of this Agreement and as otherwise required by law.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

**Section 1. Sick Leave.**

(A) Computation of Sick Leave.

Each employee of the City of University Heights shall be entitled to and accrue, for each completed 80 hours of work, excluding overtime hours, to sick leave of 4.6 hours with pay.

(B) Authorized use of Sick Leave.

Employees may use sick leave, upon approval of the Chief, for absence due to personal illness, maternity leave, paternity leave, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family. For purposes of this Section, "immediate family" shall include the employee's spouse, children, parents, brothers and sisters, parents-in-law, son or daughter-in-law, grandparents and parent of employee's children.

(C) Sick Leave Accumulation.

Unused sick leave shall be cumulative without limit. No accumulation credit shall be given to any employee hired by the City of University Heights who has previously accumulated sick leave due from another public agency. An employee of the City of University Heights who leaves the employment of the Employer and is rehired within ten (10) years from the original date of termination shall be entitled to such sick leave as had been accumulated to the time of the original termination of employment, providing he has not already been paid for such accumulated sick leave.

(D) Justification of Sick Leave.

The Police Chief of the department in which the employee works may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. At the discretion of the Police Chief, a certificate from a licensed physician may be required in advance of granting sick leave. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

(E) Sick Leave Cash Out

(1) Cash Payment on Retirement.

At the time of retirement from active service with the City of University Heights, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of retirement to be paid in cash at a rate of twenty-five (25) percent of the first 2,000 hours of his/her accrued but unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty (40) percent. Such payment shall be based upon the employee's base pay at the time of retirement (excluding longevity and special assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(2) Cash Payment on Termination of Employment.

At the time of termination of employment from the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of termination, to be paid in cash for accrued but unused sick leave credit, not to exceed 2,000 hours. Entitlement will be based on years of service over ten (10) completed years calculated at 1% per year. (Example: Ten (10) completed years equals 10% of unused sick leave credit and fifteen (15) completed years equals 15% of unused sick leave credit.) Such payment shall be based upon the employee's base pay at the time of termination (excluding longevity and assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(3) Cash Payment on Death of Employee.

All accumulated sick leave of employees who die for any reason shall be paid at the ratio noted above to the employee's estate.

(F) Sick Leave Incentive Bonus.

During the twelve (12) month period ending December 31, employees will receive a sick leave incentive bonus as follows, (paid in cash, unless by the end of the first week in January, notification is given to the Director of Finance to take time off in hours):

| Sick Leave Used          | Time Off Permitted | Pay      |
|--------------------------|--------------------|----------|
| 0-8 hours                | 24 hours           | 24 hours |
| Greater than 8-16 hours  | 16 hours           | 16 hours |
| Greater than 16-24 hours | 8 hours            | 8 hours  |
| Greater than 24 hours    | 0                  | 0        |

If, during the duration of this Agreement, the Employer utilizes a twelve (12) hour shift schedule, Sick leave incentive bonuses shall instead follow the below table:

| Sick Leave Used | Time Off Permitted | Pay |
|-----------------|--------------------|-----|
|-----------------|--------------------|-----|

|                          |          |          |
|--------------------------|----------|----------|
| 0-12 hours               | 36 hours | 36 hours |
| Greater than 12-24 hours | 24 hours | 24 hours |
| Greater than 24-36 hours | 12 hours | 12 hours |
| Greater than 36 hours    | 0        | 0        |

Should the City switch back to eight (8) hour shifts, it reserves the right to switch back to the sick leave bonus designed in this Section for those eight hour days.

All payments under this section shall be made by the Director of Finance by the second pay period in January of the following year.

(G) High Risk Injuries.

- (1) Whenever a full-time sworn police employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth workday taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for additional ninety (90) calendar day periods. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account. The three (3) days of regular sick leave, taken prior to receiving "high risk" sick leave, shall not count against an employee for purposes of calculating "sick leave used" under the Sick Leave Incentive Bonus Provision.
- (2) "Total disability" shall mean the physical inability of an employee to perform regularly assigned duties and/or light duty assignment at the station and/or otherwise engage in any other gainful employment.
- (3) In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:
  - (a) The injuries are the direct result of:
    - (i) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;
    - (ii) An automobile accident occurring during the course of a high-speed chase;
    - (iii) A fight, effecting an arrest of controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
    - (iv) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
    - (v) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident;
    - (vi) An injury which occurs during high-risk training; or
    - (vii) Any injury that occurs while responding to an emergency call or during a pursuit while on a Police Bicycle.



- (b) The event herein described must be duly logged and a written report submitted to the Chiefs office during the shift in which it occurs.
  - (c) Medical evidence has been provided within a reasonable period of time (no more than fourteen (14) days) from the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.
  - (d) The employee shall have applied for and have been found eligible to receive coverage under Workers Compensation of Ohio and the employee signs a waiver and assignment to the Employer for amounts payable under such Workers Compensation for temporary disability benefits, and for any other Employer paid insurance benefits.
- (4) Any vacation time, holidays or personal days which would have been scheduled during such disability shall be rescheduled within three (3) months following such employee's return to duty.

(H) Sick Leave Transfer: Upon being hired, new employees to the bargaining unit may transfer up to two-hundred forty (240) hours of sick leave if s/he previously worked for another eligible public agency under ORC 124.38. This Section (H) shall only be in effect until the expiration of this Agreement unless mutually extended in writing by the parties.

**Section 2. Funeral Leave.** Any police employee experiencing a death in the immediate family, which shall be construed to mean the spouse, child, parent, sibling, or immediate grandparent of the police employee or the parent, sibling, immediate grandparent of the spouse of the police employee, shall be entitled, with prior permission of his immediate supervisor, to three (3) days paid leave of absence from and after the time of death. Such leave may be optimized by scheduling around regular days off. In the event the deceased is the police employee's parent, spouse, or child, the leave may be extended by two days' unpaid leave of absence. The unpaid leave may be covered for pay by use of the employee's vacation, holiday, or accumulated time-owed. Otherwise such funeral leave shall not be considered the use of sick leave.

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

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

**Section 5. Unpaid Personal Leave.** Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Police Chief and the Mayor. Employees shall accrue seniority for such leave up to six months.

**Section 6. Maternity Leave.** An employee who becomes pregnant shall, upon request to the Chief, be granted leave to absent herself from work for maternity purposes. The date of departure and date of return to work shall be selected by the employee with the proper medical documentation and she shall notify the Chief of these dates as far in advance as practicable. The employee shall utilize any and all other accrued sick leave for maternity purposes. If agreed upon by the employee, the employee shall utilize any and all other accrued vacation leave for maternity purposes. After accrued sick leaves (and vacation leave, if applicable) are exhausted, the employee shall be placed on maternity leave of absence without pay, but retaining hospitalization benefits. The total leave for maternity purposes, where hospitalization benefits are maintained, shall not exceed twelve (12) weeks. Additional leave time, without hospitalization benefits, of one (1) month after the twelve (12) week period may be granted upon submission of documented medical proof of need to the Chief. If an employee returns to work from such leave, she will be reimbursed for such hospitalization, less administrative costs, if any.

**Section 7. Golden Days.**

Effective January 1, 2018, employees will be allowed to take three (3) Golden Days per calendar year which such time being deducted from the that employee's sick leave balance.

Unless otherwise approved by the Chief of Police or his designee, Golden Days shall be subject to the following restrictions:

- (A) Requests for Golden Days must be submitted at least forty-eight (48) hours prior to the scheduled Golden Day, and if the request creates a shift shortage, it will be considered an "ordered fill";
- (B) Only one employee per shift may utilize a Golden Day;
- (C) Golden Days cannot be used on federal holidays or on any calendar day before or after a federal holiday. (i.e. Golden days cannot be utilized on July 3rd, July 4th, or July 5th).

In the event use of a Golden Day results in the payment of overtime to another employee, the employee who takes the Golden Day shall have the commensurate number of sick leave hours at an overtime rate (total sick leave hours plus half of the total) deducted from the employee's sick leave balance. Golden Days not taken during the calendar year do not carry over to the following calendar year. Golden Days taken by an employee shall not be counted as an unexcused absence and do not affect any sick leave incentive entitlements.

**ARTICLE 14**  
**CLOTHING AND UNIFORM MAINTENANCE ALLOWANCE**

**Section 1.** Each police employee in the uniformed division shall receive, in addition to all other forms of compensation and expense reimbursement, one thousand and eight hundred dollars (\$1,800.00) gross cash allowance per year for the purchase of regularly prescribed uniform and equipment approved by the Chief of Police, or his designee, for use in the performance of his/her official duties.



The cash allowance for the purchase and maintenance of prescribed uniforms shall be paid in two equal gross payments of nine hundred dollars (\$900.00) by June 25 and December 25 of each year. No police employee shall be eligible for such allowance until completing six (6) months of active duty. Further, the City will purchase a dress uniform (blazer/jacket) for any new employee who successfully completes the probationary period. A police employee whose employment is terminated, for whatever cause, shall receive a pro rata share of his uniform maintenance allowance. Computation of the pro rata share shall be by a fraction in which the numerator is the number of days between January 1 or July 1, and the date of termination, whichever is applicable, and the denominator is 180.

Changes in uniform requirements which are mandated by the Police Chief will be paid for by the City. Further, the City will purchase dress uniforms for employees who are promoted to Sergeant or Lieutenant if a new uniform is required.

Employees shall be permitted to purchase uniforms from any vendor, provided that all uniforms meet specifications set forth by the Chief of Police and provided that purchasing of such uniforms is done on the employee's own time or on time approved by the Chief of Police, his designee, or the Officer in Charge (OIC).

**Section 2.** Employees assigned to the Detective Bureau of the Division of Police and wearing civilian clothing in the normal course of their duties shall be entitled to receive the equivalent amount as uniformed Division employees each June and December to be charged against the regular annual clothing allowance. Upon the return of an employee from a non-uniformed unit to a uniformed unit, the City will advance the employee two (2) years of clothing allowance and will provide the employee with one (1) dress blouse.

**Section 3.** An initial appointee to the Police Department shall be entitled to use up to One Thousand Eight Hundred Dollars (\$1,800.00) for complete outfitting of the new employee but shall be subject to Section 1, thereafter.

**Section 4.** The City will pay the difference between the amount of a body armor vest and the amount of any grant received for protective vests.

## **ARTICLE 15** **SENIORITY**

**Section 1.** Seniority for a regular full-time employee shall be that employee's length of continuous service with the Employer. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** Seniority shall be broken when an employee:

- (A) Quits or resigns;
- (B) Is discharged;
- (C) Is laid off more than three (3) years;
- (D) Is absent without notice for three (3) consecutive work days;
- (E) Fails to report for work when recalled from layoff within three (3) work days from the date on which the Employer sends or delivers the employee notice (to such employee's last known address as shown on the Employer's records).

**Section 3. Probationary Period.**

- (A) All new employees shall be considered to be on probation for a period of one year from the date of completion of their state-mandated training and certification as a Patrol Officer, or the date of employment if the employee has already been certified as a police officer. The retention of a probationary employee shall be at the discretion of the appointing authority and the Police Chief. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure.
- (B) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

**Section 4. Layoffs.** When, in the judgment of the Employer, a reduction in force is necessary, the Employer shall determine the number of employees to be laid off from each of the job classification(s) (ranks) and the employees shall be laid off from such classification(s) in order of least departmental seniority (total time working for the University Heights Police Department), providing the employees retained can fully perform all the duties and responsibilities of the classification. Such affected employee will be allowed “bumping rights” in accordance with their seniority.

## **ARTICLE 16** **GRIEVANCE PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

**Section 2.** A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary action. A grievance may be initiated at the step in which the grievance originated. When any such grievance arises, the following procedure shall be observed:

**Step 1:** The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.

**Step 2:** If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the immediate supervisor within seven (7) calendar days of the alleged violation of this Agreement. Within seven (7) calendar days after the filing of the grievance, a meeting will be held among the appropriate management representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within seven (7) calendar days of this meeting, the management representative shall issue a written answer to the grievance.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the Chief of Police or his designated representative within seven (7) calendar days after receipt of the Step 2 response. Such appeal shall be in writing and include a copy of the original grievance. The Chief of Police or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, within seven (7) calendar days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) calendar days after the end of the meeting.

**Step 4:** If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the receipt of the Step 3 decision. Such appeal shall be in writing and shall include a copy of the original grievance. The Mayor or his designated representative shall reply in writing within ten (10) calendar days thereafter.

### **Section 3. Arbitration Procedure:**

- (A) In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fourteen (14) days after receiving the Step 4 decision, the Union may submit the grievance to arbitration by sending a notice of intent to arbitrate to the Mayor or his designated representative. Within fourteen (14) calendar days after receiving the notice of intent to arbitrate, the City and the Union will confer to attempt to mutually select an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the City and the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Each party shall have the option to completely reject the list **one (1) time at that parties' expense**. Within fourteen (14) calendar days after the day of receipt of the list of arbitrators from FMCS, the City and the F.O.P./O.L.C. will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin; and in each succeeding arbitration, the City and the Union then will alternate being the first party to strike a name. The City and the F.O.P./O.L.C. will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance/
- (B) 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.

- (C) The hearing or hearings shall be conducted pursuant to the guidelines outlined by FMCS, the State Employment Relations Board (SERB), and/or any applicable laws.
- (D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- (E) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regularly hourly base rate for all hours during which his attendance is required by either party.
- (F) The decision of the arbitrator shall be final and binding upon the City, the Union, and the grievant(s)

**Section 4. Time Limitations.**

- (A) To be considered valid, a grievance must be filed in writing within fourteen (14) calendar days after the employee or employees become aware or when the employee or employees, exercising reasonable diligence, should have become aware of the facts and circumstances giving rise to the grievance. A grievance that is filed untimely or not timely appealed to the next step in the process set forth above shall be considered void.
- (B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure.
- (C) Once a grievance is originally timely filed, the parties may, by agreement, extend the time in which to answer it or appeal the answer to the next step.

**Section 5.** The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this Grievance Procedure shall be final, conclusive and binding on the Employer, the Union and the employees.

**ARTICLE 17**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

**Section 2.** Any employee who violates Section 1 of this Article may, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.

**Section 3.** The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operations of the Employer is prohibited and is not in any way sanctioned, or approved, by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

## **ARTICLE 18** **MISCELLANEOUS**

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

**Section 2.** Special Pay to Employees who Retire and have Completed 25 Years of Service. Any employee who has completed twenty-five (25) years of service by December 31 of any current calendar year and who otherwise qualified for a vacation under Article 11 of this Agreement and who remains a full-time employee through June 30 of the next calendar year, shall be entitled to two (2) weeks vacation compensation equal to eighty (80) hours computed by dividing their base annual wage by 2080 hours. In addition, such employee shall be entitled to receive compensation for five (5) holidays, equal to forty (40) hours computed by dividing their base annual wage by 2080 hours. The foregoing total of 120 hours of compensation shall be reduced by any vacation and holiday time taken to the extent such was earned during the current calendar year through June 30. There shall be no prorations.

**Section 3.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

**Section 4.** The Union will be allowed one (1) locked bulletin board for official Union or FOPOPBA notices. One bulletin board will be located in the roll call room. The Union or its designee(s) will be the sole holders of the keys to the board.

**Section 5.** An employee has the right to the presence and advice of a Union representative at all disciplinary interrogation.

**Section 6.** 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 questioning starts.

**Section 7.** Pay checks shall be issued every other Thursday. An employee off duty for two weeks or more may have his check mailed to his home upon request.

**Section 8. Pension Pick-up.** The City shall continue a pension "pick up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The City's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

**Section 9. Labor Management Committee.** There shall be a Labor-Management Committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The Committee may meet on the request of either party, to discuss matters of mutual concern, excluding negotiated issues and grievances. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

**Section 10.** An employee who completes 25 years or more of service, and takes a normal retirement, shall receive a plaque containing his badge and duty weapon.

**Section 11.** An employee shall not be held financially responsible if City property or equipment is damaged, lost or stolen unless the employee acted negligently as determined by the Chief of Police or his designee.

**Section 12.** The City shall continue to pay for gas, parking and meal expenses incurred during voluntary and mandatory training which occurs outside Cuyahoga County, upon the submission of receipts, for all members in the bargaining units. Where the City has provided permission for an employee to use his personal vehicle for City business, the employee shall be reimbursed mileage at the current IRS rate for such use.

**Section 13.** Prior to the City's implementation of a decision to change a classification or create a new classification, the City shall consult with the Union.

**Section 14.** Any employee who attends an accredited college and who receives a grade of "C" or better in police related course(s) in pursuit of an associates or bachelors degree shall be eligible to receive full tuition reimbursement, provided that the employee receives permission from the Chief of Police to take the course(s). If such election is made by the employee, he or she waives the right to be compensated under Article 9, Section 5 pertaining to Educational Incentive.

## **ARTICLE 19** **DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Union.

**Section 2.** Disciplinary action taken by the Employer shall only be for just cause. Generally, the City agrees to follow a system of progressive discipline. However, the City may consider the severity and type of offense when determining the appropriate level of discipline.

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article 16 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

## **ARTICLE 20** **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 words in the plural, the singular, and 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 said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 21** **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 nor effect any interpretation of any such article.

**ARTICLE 22**  
**LEGALITY**

This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the Union that this Agreement complies in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

**ARTICLE 23**  
**DISPUTE RESOLUTION**

The City and the Union hereby agree that the terms of this Agreement shall govern the method by which the next collective bargaining agreement between the parties is reached. The parties acknowledge that the purpose of this procedure is to provide a means for harmonious and cooperative relationships between the City and the employees and to protect the public and the welfare of the City by assuring the orderly and uninterrupted operation of the City's safety forces. The parties acknowledge the role of the Union in representing the legitimate needs of the members of the bargaining unit concerning their wages, hours and terms and conditions of employment, and the need of the City to maintain effective and efficient operation of the City government within the confines of its financial resources. Therefore, it is agreed as follows:

**Section 1.** If either party wishes to terminate or modify this Agreement, it shall so notify the other party in writing not later than sixty (60) days prior to the expiration date of this Agreement. Notification from the Union shall be served upon the Mayor. Notification from the City shall be served upon the Staff Representative assigned to the bargaining unit by the FOP/OLC. The party seeking such termination or modification shall also serve a copy of the notice to the other party upon the State Employment Relations Board (SERB), together with a copy of the existing collective bargaining agreement. As soon as possible after the receipt of such notice, representatives of the parties shall meet to negotiate a new collective bargaining agreement.

**Section 2.** The parties agree to follow all laws, rules and regulations outlined in ORC 4117 as it relates to negotiations of any successor agreement, fact-finding hearing(s), and/or conciliation hearing(s).

**Section 3.** The parties agree that this Agreement's expiration date shall not prohibit the Union from receiving any retroactive wage increases from a conciliator pursuant to Section 4117.14(G)(11) O.R.C.

**ARTICLE 24**  
**CITIZEN'S COMPLAINTS**

**Section 1.** Complaints by civilians against a bargaining unit member shall be in writing and signed by the complainant. In the event a civilian complainant cannot or will not execute a written



complaint, the City representative to whom the complaint is made will reduce it to writing, including the complainant's name, identifying information, and the date the complaint was made; and verify the information received with his or her signature. The City will furnish a copy of the complaint to the employee against whom the complaint has been filed and to the Union at least three (3) calendar days after an investigation is initiated and in no case fewer than seventy-two (72) hours prior to an investigatory meeting at which an employee will be asked to respond to the complaint.

**Section 2.** All complaints filed in conformance with Section 1 will be investigated in a fair and impartial manner pursuant to Department policy. The employee against whom a complaint has been filed, and/or other employees who may face disciplinary action as a result of the complaint, are entitled, upon request, to Union representation during any investigatory interviews.

**Section 3.** All complaints that are determined to be unfounded shall not be included in any personnel file of the affected employee and may not be used in any subsequent disciplinary procedure. Anonymous materials shall not be placed in an employee's personnel files unless an investigation determines the complaint is "sustained." All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**ARTICLE 25**  
**DURATION**

This Agreement represents an understanding between the Employer and the Union, and it shall be effective from July 1<sup>st</sup>, 2020 until June 30<sup>th</sup>, 2023. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto agreed to the following Collective Bargaining Agreement this \_\_\_ day of \_\_\_\_\_, 2021:

FOR THE CITY OF UNIVERSITY  
HEIGHTS

FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL.

\_\_\_\_\_  
JOEL D. GLASSER

\_\_\_\_\_  
JOSH STANTON

---

GREG LUEDERS

---

CHRIS RUSSO

ATTACHMENT A

|                                                      |                                    |                                       |
|------------------------------------------------------|------------------------------------|---------------------------------------|
| Sit-ups (1 min)<br>Push-ups (1 min)<br>1.5 Mile Run  | Males (<-29)<br>40<br>33<br>11:58  | Females (<-29)<br>35<br>18<br>14:15   |
| Sit-Ups (1 Min)<br>Push-ups (1 min)<br>1.5 Mile Run  | Males (30-39)<br>36<br>27<br>12:25 | Females (30-39)<br>27<br>14<br>15:14  |
| Sit-Ups (1 Min)<br>Push-ups (1 min)<br>1.5 Mile Run  | Males (40-49)<br>31<br>21<br>13:05 | Females (40-49)<br>22<br>11<br>16:13  |
| Sit-Ups (1 Min)<br>Push-ups (1 min)<br>1.5 Mile Run  | Males (50-59)<br>26<br>15<br>14:33 | Females (50-59)<br>17<br>13*<br>18:05 |
| Sit-Ups (1 Min)<br>Push-ups (1 Min)<br>1.5 Mile Rune | Males (60+)<br>20<br>15<br>16:19   | Females (60+)<br>8<br>8*<br>20:08     |

**AMENDED ORDINANCE 2021 - 02**

**INTRODUCED BY: MAYOR BRENNAN AND ALL OF COUNCIL**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. SERGEANTS AND LIEUTENANTS AND DECLARING AN EMERGENCY**

**WHEREAS**, the City’s labor attorney has negotiated a Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Sergeants and Lieutenants in connection with the terms and conditions of employment of the City’s Police Department employees for the period of July 1, 2020 through June 30, 2023; and

**WHEREAS**, Council wishes to approve the Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Sergeants and Lieutenants and to authorize the Mayor to enter into the same;

**NOW, THEREFORE, BE IT ORDAINED by the Council of the City of University Heights, State of Ohio:**

**Section 1.** This Council hereby approves the Collective Bargaining Agreement with Fraternal Order of Police, Ohio Labor Council, Inc. Sergeants and Lieutenants for the time period from July 1, 2020 through June 30, 2023, and authorizes and directs the Mayor to enter into said agreement, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference as if fully rewritten.

**Section 2.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, the emergency being the need to finalize the Collective Bargaining Agreement as soon as possible since it relates in part to periods of time already expired; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This Ordinance shall take effect from and after the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

\_\_\_\_\_  
**MICHAEL DYLAN BRENNAN, MAYOR**

**PASSED:**

**ATTEST:**

\_\_\_\_\_  
**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LUKE F. MCCONVILLE, LAW DIRECTOR**

AGREEMENT

BETWEEN

CITY OF UNIVERSITY HEIGHTS

AND

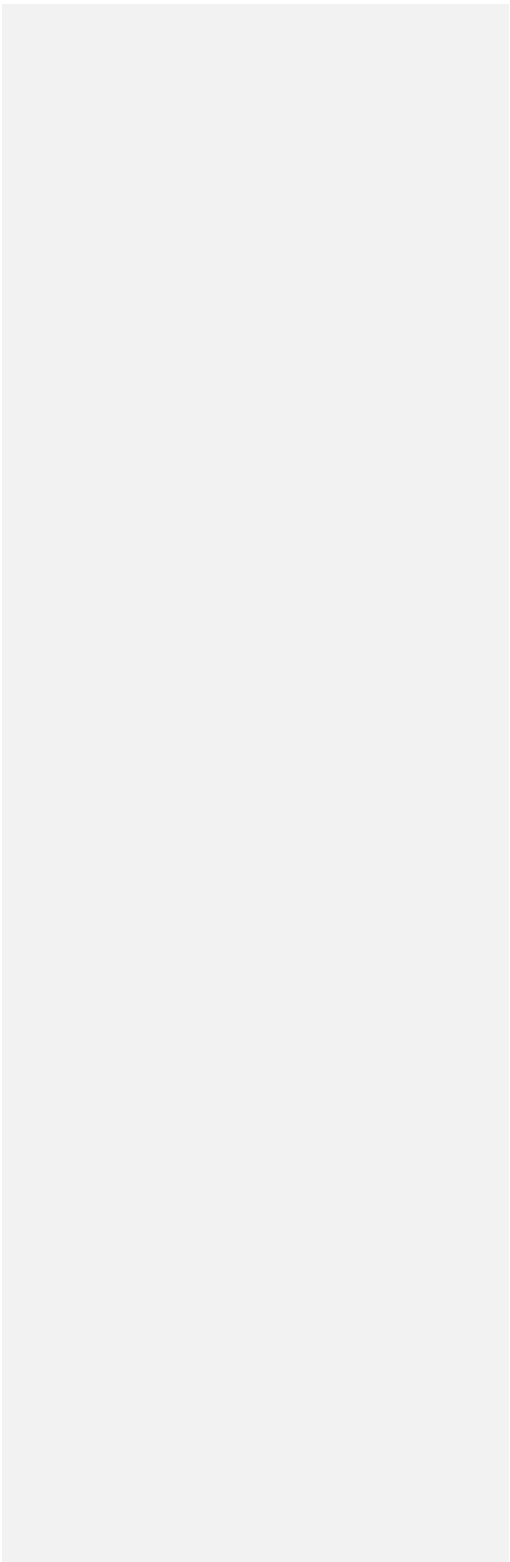
~~OHIO PATROLMEN'S BENEVOLENT ASSOCIATION~~  
~~FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.~~  
(SERGEANTS/LIEUTENANTS)

EFFECTIVE JULY 1, 20~~17~~, THROUGH JUNE 30, 202~~30~~

FINAL

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**ARTICLE 1I - PREAMBLE**

**Section 1.** This Agreement is hereby entered into by and between the City of University Heights, hereinafter referred to as "the Employer," and the ~~Fraternal Order of Police, Ohio Labor Council, Inc. Ohio Patrolmen's Benevolent Association~~, hereinafter referred to as "the UnionOPBA."

**ARTICLE 2II - PURPOSE AND INTENT**

**Section 1.** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, 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 terms and conditions of their employment;
- (2) To promote fair and reasonable working conditions;
- (3) To promote individual efficiency and service to the Employer;
- (4) To avoid interruption or interference with the efficient operation of the Employer's business; and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3III - RECOGNITION**

**Section 1.** The Employer recognizes the OPBAUnion as the sole and exclusive collective bargaining representative of all employees in the following unit:

- (1) All sergeants and lieutenants ~~as described under SERB Case number 2020-REP-XX-XXXX~~, but excluding the chief of the department and those individuals who, in the absence of the chief, are authorized to exercise the authority and perform the duties of the chief of the department, deputy chief of police, patrolmen/patrolwomen, dispatchers, matrons, animal wardens, clericals, utility employees, janitors, telephone operators, all part-time, seasonal and temporary employees, professionals as defined by Ohio Revised Code Chapter 4117 and all other full-time and part-time employees.

**Section 2.** The Employer will furnish the OPBAUnion with a list of all employees in the classifications covered by this Agreement 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 hired.

**Section 3. Full-Time Employee.**

"Full-time employee" means any member of the bargaining unit who regularly works forty (40) hours per week.



**ARTICLE 4IV - NON-DISCRIMINATION**

Both the Employer and the ~~Union~~OPBA recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts, and other similar Constitutional and Statutory requirements. Therefore, both the Employer and the ~~Union~~OPBA hereby reaffirm their obligations not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

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**ARTICLE 5V -- Union DuesCHECKOFF**

**Section 1.** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the ~~Union~~OPBA and the regular monthly ~~Union~~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 Employer 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 ~~Union~~OPBA shall certify to the Employer the amounts due and owing from the employees involved.

**Section 3.** All authorized deductions will be made from the member's pay on a regular monthly basis. All deductions shall be transmitted to the ~~Union~~OPBA no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the ~~Union~~OPBA shall assume full responsibility for the disposition of all funds deducted.

**Section 4.** The ~~Union~~OPBA shall indemnify and hold the Employer and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

**ARTICLE 6VI - AGENCY SHOP - DUES DEDUCTION**

~~Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the OPBA, or, as a condition of continued employment, remit to the OPBA a fair share fee in accordance with the provisions of Ohio Revised Code §4117.09(C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the OPBA or remit the fair share fee. As provided in Ohio Revised Code~~

~~§4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.~~

~~The Employer agrees to deduct OPBA dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The OPBA shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.~~

~~Section 1. The City agrees to deduct Union membership dues from bargaining unit members upon receipt of individually signed authorization form(s) which shall be provided by the Union, in the amount certified by the Union to the City. The first such deduction will be made as soon as practicable thereafter but in no event later than thirty (30) calendar days following receipt by the City of the dues deduction authorization.~~

~~Section 2. Notifications. The Employer shall notify the Union of any new hires within the bargaining unit. Such notification shall be in writing (or electronically) to the Union no more than sixty (60) days after their hire date. Notice of the same may be made to the Union office and/or through the Union Staff Representative.~~

~~Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from Union membership, the City shall notify the Union in writing (or electronically) within fourteen (14) days of this request; notice of same may be made to the Union office and/or through the Union Staff Representative.~~

~~Section 3. Indemnification. The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments, except failure to forward deducted dues and fees. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an Employee arising from deductions made by the University pursuant to these provisions. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.~~

#### **ARTICLE 7VH - MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;

B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;

C. To determine the size, composition, structure and adequacy of the work force;

D. To establish and determine job qualifications and duties, and to establish the education and training requirements for the Department;

E. To establish, modify, consolidate and abolish jobs or job classifications;

F. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend, and discharge employees for just cause;

G. To subcontract work;

H. To lay off employees in the event of lack of work or lack of funds or under conditions where the City determines that the continuation of such work is unnecessary;

I. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

J. To determine location of facilities and to introduce new and/or improved equipment and methods;

K. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;

L. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the

administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

#### **ARTICLE 8VIII - HOURS OF WORK AND OVERTIME**

**Section 1.** The work week is 40 hours; the work day is 8 hours, and the work year is 2,080 hours. The Department's work schedule regarding patrol supervisors shall be determined by the Chief of Police in consultation with the Safety Director. When determining a work schedule, the Chief of Police will seriously consider the recommendation made by a majority of the officers who are assigned to the Patrol Division at that time.

Effective January 1, 2018, the work period is 80-hours in a two week pay period and the work year is 2080 hours. The Department's work schedule regarding patrol supervisors will be 12-hour work days determined by the Chief of Police in consultation with the Safety Director excluding any work day to average or total the 80-hours in a pay period.

Effective January 1, 2018, the work period is 40-hours, the work day is either 10-hours or 8-hours at the option of the Lieutenant and the work year is 2080 hours for administrative personnel (Lieutenants). Lieutenants who elect 8-hour shifts may request a 10-hour shift with sixty (60) days advanced notice to the Chief of Police subject to reversion as stated in this Section.

Twelve (12) hour and/or ten (10) hour shifts will be utilized as determined by the Chief of Police, who can unilaterally and without any further bargaining or discussions with the [UnionOPBA](#) or its members discontinue such 12-hour or 10-hour shift scheduling and revert back to the eight (8) hour shift scheduling with sixty (60) days advanced notice to the [UnionOPBA](#).

**Section 2.** The Employer shall be the sole judge of the necessity for overtime and all assigned overtime must be worked.

**Section 3.** Base pay contemplates, on the average, 40 hours per week and 80 hours in a two week pay period, as set forth in an assignment list published monthly under the direction of the Chief. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another police employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires approval of the Chief.

**Section 4.** When an employee's regularly assigned shifts add up to less than 2,080 hours in a year, the City shall schedule the extra day(s) during a period of no less than the first six months. Said days shall not be assigned in the middle of a three or more day-off period. The affected employee may request said day(s) be reassigned, subject to the Chief's approval.

**Section 5.** When an employee's regularly assigned shifts add up to more than 2,080 in a year, the employee may request the equivalent time off at any time during the calendar year, subject to the Chiefs approval, excluding the period from November 15 through December 24.

**Section 6.** When an employee is required to work more than his assigned hours on a shift or a shift not originally assigned to him on the monthly schedule, he shall receive overtime. Overtime shall be defined as compensation or compensatory time, and shall be calculated at the rate of time and one-half an employee's regular base rate divided by 2,080 hours. There shall be no adjustment for longevity or special assignment pay arising from overtime compensation.

**Section 7.** Except as set forth in Sections ~~10H(B)~~, ~~10H(C)~~ and ~~10H(B)~~ below, an employee may choose to receive all overtime in either compensation or compensatory time at the time the overtime is worked. An employee may accumulate compensatory time up to 144 hours, at which point all overtime shall be paid as earned. However, employees may buy back accumulated compensatory time at any time by advising the Chief in writing. When compensatory time is paid, it shall be calculated from the employee's base rate at the time it is paid, not earned. Once an employee is properly approved to take a "Time Owed" day off, such day off cannot be cancelled unless notice of such cancellation is made more than seventy-two (72) hours prior to the day off except in cases of extreme emergency.

If no overtime will be created by using the compensatory time, the minimum increments for use will be one (1) hour. Employee's compensatory time shall be deducted at one hour for each hour used, provided that the employee use of compensatory time does not cause overtime within the Police Department. Employee's compensatory time shall be deducted at one and one half hours for each hour used, if the employee's compensatory time causes overtime within the Police Department.

**Section 8. Range-Time.**

Employees shall receive a minimum of two hours at time and one-half for fire arms training (range time).

**Section 9. Call-in Pay.**

Employees called into work for time which does not abut their normal shift shall receive three hours of regular base pay, or overtime, whichever is greater. Employees who are required to work less than three hours shall not be required to perform busy-work as determined by the Chief of Police.

**Section 10. Training.**

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

1) Time worked will include homework performed outside and aside from the classroom instruction in any five-day or longer specialized class. Overtime will be paid up to three (3) hours per day in any 5- day school as approved by the Chief of Police.

(B) For purposes of this Article, all voluntary training and off-premises classroom education, including related field work, which has been approved by the Chief of Police or his designee shall be paid in compensatory time only at the base rate, unless an employee has accumulated one hundred forty-four (144) hours of compensatory time, at which time said time shall be paid in compensation at the base rate.

(C) All travel time to and from training, whether voluntary or mandatory, shall be paid in compensatory time only at the base rate, unless an employee has accumulated 144 hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

**Section 11. Court Time.**

(A) Police employees, when required to appear in Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is greater, if an appearance is required in the Shaker Heights Municipal Court, and a minimum of five (5) hours of regular base pay, or overtime, whichever is greater, if the appearance involves any other Court. In the event that an employee is required to report to duty earlier than normally scheduled- in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. No person shall be entitled to payment under this Section unless required to appear in Court by the directive of a superior or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio. Employees who appear at Court must have a subpoena signed by a proper Court official in order to receive the compensation, such subpoena shall be submitted along with a written request to the Chief for Court time payment.

(B) Employees who are required to be on stand-by for Court shall be entitled to compensatory time only, at the base rate, for all hours on stand-by, with a minimum of one hour, unless the employee has accumulated one hundred forty-four (144) hours of compensatory time, at which time stand-by shall be paid in compensation at the base rate. However, if midnight shift ends before 8:00 a.m., employees who worked the midnight shift will receive up to two hours for stand-by, so that the shift will be continuous.

(C) Employees who are required to use their personal vehicle to travel to and from Court shall receive mileage at the current IRS rate.

**ARTICLE 9IX - SALARIES AND OTHER COMPENSATION**

**Section 1. Annual Base Pay.**

Annual compensation will be as set forth below effective July 1, 2020~~17~~ through June 30, 2023~~0~~. Sergeants shall be compensated at 12% above the rank of First Grade Patrolmen, and Lieutenant shall be compensated at a rate of 12% above Sergeant. ~~At least sixty (60) days prior to July 1, 2020, the parties will meet to negotiate a new Agreement in accordance with Article XXIII. If the parties are not able to reach agreement on contractual provisions, they will submit the unresolved issues to the dispute resolution processes as set forth in Article XXIII of this Agreement.~~

| Rank (Classification) | Annual Compensation                                                                                         |                                         |                                         |
|-----------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                       | Effective<br>7/1/20 <del>17</del>                                                                           | Effective<br>7/1/21 <del>18</del>       | Effective<br>7/1/22 <del>19</del>       |
|                       | <del>02.50%</del> (Patrol Increase) <del>32.50%</del> (Patrol Increase) <del>32.50%</del> (Patrol Increase) |                                         |                                         |
| Sergeant              | <del>87,143.86</del> <u>91,555.52</u>                                                                       | <del>94,759.96</del> <u>96,322.46</u>   | <del>98,076.56</del> <u>94,555.52</u>   |
| Lieutenant            | <del>97,604.12</del> <u>102,542.18</u>                                                                      | <del>106,131.16</del> <u>100,041.16</u> | <del>109,845.75</del> <u>102,542.18</u> |

The above scale shall not affect a patrolman's qualifications to take a promotional exam or be promoted, provided the patrolman has completed three years of service in the University Heights Police Department prior to the examination date. No pay other than base pay shall be adjusted for longevity. This scale includes proficiency pay which has been rolled into base pay.

**Section 2. Adjustment for Longevity.**

The annual base pay of Police employees employed by the City under this Agreement on July 1, 2011 shall be increased from and after the completion of three (3) years of continuous employment and service by the following percentages:

| DURING YEAR OF EMPLOYMENT | INCREASE |
|---------------------------|----------|
| 4                         | 0.5%     |
| 5                         | 1.0      |
| 6                         | 1.5      |
| 7                         | 2.0      |
| 8                         | 2.5      |
| 9- 12                     | 3.0      |
| 13 - 19                   | 6.0      |
| 20 and subsequent         | 7.0      |

The annual base pay of employees hired after July 1, 2011 shall be increased at the commencement of six (6) years of continuous employment and service regardless of the position the employee holds at the time he or she commences the years of service indicated as set forth below:

| <u>AT COMMENCEMENT OF YEAR</u> | <u>LONGEVITY PAY</u> |
|--------------------------------|----------------------|
| 6                              | \$526.00             |
| 7                              | \$702.00             |
| 8                              | \$877.00             |
| 9-12                           | \$1,052.00           |
| 13-19                          | \$2,104.00           |
| 20 & subsequent                | \$2,450.00.          |

The adjustments set forth above shall be completed based on the original date of hire or appointment of the police employee and shall be applied to the first full pay period following the anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

**Section 3. Payroll Computation.**

The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the Employer's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement, less often than monthly, nor shall wages be withheld for longer than ten (10) days after the close of the period for which wages are payable.

**Section 4. Special Assignment - Additional Compensation.**

At the sole discretion of the Chief of Police, there may be established from time to time the following special assignments. Any police employee on such special assignment shall be entitled to additional annual compensation according to the following schedule:

|           |            |
|-----------|------------|
| Detective | \$2,000.00 |
|-----------|------------|

Any officer assigned to EDGE SWAT, EDGE Hostage negotiator, EDGE Mobile Field Force, EDGE Traffic Investigator shall receive additional compensation of \$500.00.

These amounts shall be prorated during each employee's tenure in such assignment. Such assignment and tenure therein shall be for the convenience of the Department. No transfer from such assignment to another assignment not meriting additional compensation shall be deemed to be disciplinary, regardless of the circumstances. Nor shall the removal, death or termination of employment of the police employee so assigned be deemed to have created a vacancy within the ranks. After completion of assignment, special assignment pay shall be paid on a semi-annual basis every June and December.

Officers will be entitled to compensation for one designated specialty only. Any mandatory training or duties required in association with an officer's special assignment will be attempted to be scheduled to accommodate the needs of the officer.



**Section 5. Educational Incentive.**

Any police employee who completes a course of study in law enforcement and receives the degree of Associate in Law Enforcement from a college or university accredited by the governmental entity having jurisdiction over it shall be entitled to an annual bonus of one (1) percent of base pay. Any police employee who receives the degree of Bachelor of Science in Law Enforcement, (or its equivalent, as determined by the Law Director) from such college or university shall be entitled to an annual bonus of two (2) percent of base pay. A police employee holding both an Associate and a Bachelor degree shall be entitled only to the two (2) percent bonus. Payment shall be made on or before June 15th of each calendar year to any police employee who has provided the Police Chief with evidence satisfactory to the Law Director that such degree has been obtained. The education incentive described in this section only applies to employees who have completed one or more years of employment, payable at the end of the second year.

**Section 6. Deferred Compensation.**

Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the selection of the plan is based solely upon his or her own choice and may be terminated at will, and further acknowledging that the City of University Heights has not evaluated or approved such plan nor is the City of University Heights in control of the management, administration, accounting or investment practices and policies relating to any such plan, nor with regard to counseling any participant with regard to the interpretation of or actions pursuant to any such plan.

**Section 7. Physical Fitness Incentive Pay**

All sworn personnel will have the option of participating in the physical fitness incentive pay program on an annual basis. The program shall consist of two tiers. The basic tier, "Tier #2," shall require each officer to perform the minimum score, according to the officer's age and gender, on the Ohio Peace Officer Basic Training Program Physical Fitness Requirements. (See Attachment A). A participating officer may achieve a time on the 1.5 mile run up to 10% over the listed time for his or her age to qualify.

Each officer who successfully performs the requirements will receive a total of \$1,200.00 annually. The testing for the physical fitness incentive will be given during each November. Physical Fitness Incentive payments will be in the following month of December.

Each officer will have the opportunity to take the physical fitness test, however, each officer's participation is strictly voluntary. The tests will be conducted on the employee's own time. Prior to taking the physical fitness test, it is recommended that each officer receive medical clearance from his/her own personal physician. Each officer will have the option to take one additional retest if he/she fails the first test. If a member elects a retest he/she must successfully complete all the testing categories again.

**Section 8. Field Officer Training Pay**

Any employee who is assigned by the Chief of Police as a field training officer to train an employee will receive one (1) hour of overtime for actually training an employee for 8-hours in a shift or one and one-half (1½) hours of overtime for actually training an employee for anything over 8-hours in an entire shift.

**ARTICLE 10X - HOLIDAYS**

**Section 1.** Each police employee shall be entitled to ~~twelve~~eleven (12+) paid holidays (~~9688~~ hours) per calendar year as approved by the Chief of Police. No police employee shall be entitled to time off on a state or federal designated holiday unless regularly scheduled to be off or is requested and approved by the Police Chief, providing the request is submitted no later than forty-eight (48) hours before the commencement of the holiday, (except in cases of emergency as determined by the Chief of Police or his designee). Once scheduled off or once approved off by the Police Chief, the employee's holiday off day cannot be cancelled except in cases of an ~~extreme~~ emergency.

**Section 2.** When a police employee works on a state or federal designated holiday, he shall not receive additional compensation for such holiday work, except for July Fourth, Thanksgiving, and Christmas Day. Employees who are scheduled to work on July Fourth, Thanksgiving, and Christmas Day shall receive time and one-half pay. Employees who are mandated to work on July Fourth, Thanksgiving, and Christmas Day shall receive double time. Regardless of such additional compensation, employees who work on July Fourth, Thanksgiving, and Christmas will still be entitled to the ~~twelve~~eleven (12+) paid holidays referred to in Section 1. Any employee who works in an overtime status (more than the full shift hours or on scheduled time off) will receive holiday pay as stated above.

**ARTICLE 11XI - VACATIONS**

**Section 1.** Each full-time employee of the Employer shall be entitled to annual vacation with pay on the following basis:

(A) During the first calendar year (January 1 - December 31) in which the employee is employed on a full-time basis, no vacation time off is provided.

(B) During the second and each subsequent calendar year in which the employee is employed, he shall be entitled to two normal workweeks (80 hours) of a vacation if he shall have completed one (1) full year of employment on or prior to June 30 of that year; otherwise, the employee shall be entitled to one (1) normal workweek (40 hours) of vacation.

(C) In any calendar year thereafter in which the employee will have completed ~~six (6)seven (7)~~ continuous years of full-time employment on or prior to June 30 and in each subsequent year, the employee shall be entitled to three (3) normal work weeks (120 hours) of vacation.

(D) In any calendar year thereafter in which the employee will have completed ~~twelve (12)thirteen (13)~~ years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to four (4) normal work weeks (160 hours) of vacation.

(E) In any calendar year in which the employee will have completed, nineteen (19) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to five ~~(5)~~ normal workweeks (200 hours) of vacation.

~~(A) (F) In any calendar year in which the employee will have completed, twenty-three (23) years or more of continuous service on or prior to June 30<sup>th</sup>, and in each year thereafter, the employee shall be entitled to six (6) normal workweeks (240 hours) of vacation.~~

~~(5)~~

**Section 2.** For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the Employer who has previously accumulated vacation time due from another public employer.

**Section 3.** Vacations shall be picked on a shift-wide basis and include Dispatchers, Patrol Officers, Sergeants and Lieutenants, and shall be based upon relative departmental seniority. Vacations must be approved by the Police Chief or his designee. If a holiday is added to five vacation days to allow an employee time off between days off, said holiday will be treated as if it were a vacation day for purposes of scheduling.

Vacation leave shall not be cumulative and no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation.

Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 of Article XI, and no additional or extra compensation shall be paid to an officer or employee who does not take a vacation. In special and unusual cases, where limitation of the annual vacation leave to any one calendar year would work particular hardship, such leave may, in the discretion of the Mayor, be paid in cash in lieu of time off.

## **ARTICLE 12 ~~XII~~ - HOSPITALIZATION**

### **Section 1. Hospital and Surgical Insurance.**

Each employee ~~having more than ninety (90) days of continuous service with the City~~ shall be entitled to coverage under a group policy of health insurance to be carried by the City. In addition, the City will provide a group policy of dental coverage. The City and the employees shall pay the premium costs associated with

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the health and dental insurance as set forth in this Article whether individual or family plan. Employees will be required to participate in the dental program as required by the underwriter.

**Section 2.** The City will offer the current "Metro Plan" and MMO (\$500 Plan) of the Cuyahoga County Regionalization Plan (CCRP) design as the two plans for the term of this Agreement so long as the two plans remain in effect. Any plan selected or offered by the City shall begin January 1<sup>st</sup> each year and shall end December 31<sup>st</sup>.

(B) An agreement has been reached allowing the employee, at their option, to elect not to participate in the City-offered health care plan for a minimum of two years and to be compensated \$500.00 per month for family and \$250.00 per month for single for such election. Provided, however, employees are eligible at any time as a result of a spouse's loss of coverage to enroll in the City's plan. Further, employees may opt to enroll back into the plan during the normal open enrollment period after the two year minimum is fulfilled or unless loss of coverage is substantiated. Employees who opt out of City health insurance must provide proof of coverage from a spouse's/another plan in order to be eligible for the opt-out.

**Section 3. Life Insurance.**

The City shall provide a term life insurance policy, with a face value of \$50,000 for the term of the Agreement.

**Section 4. Employee Health and Dental Insurance Premium Payment:**

Employees will contribute a percentage of the combined cost of health and dental insurance premiums for the coverage selected up to the following maximum amounts during the life of this Agreement as set forth below:

| <u>Effective Date</u>                                   | <u>Monthly Premium Payment</u>                                           |
|---------------------------------------------------------|--------------------------------------------------------------------------|
| <del>July 1, 2017 through December 31, 2018</del>       | <del>11% of the combined monthly dental and group health premiums.</del> |
| <del>January 1, 2019 through December 31, 2019</del>    | <del>12% of the combined monthly dental and group health premiums.</del> |
| January 1, 2020 until the termination of this agreement | 13% of the combined monthly dental and group health premiums             |

~~The Union shall have the option to "lock-in" the 2020 health insurance contribution rates through December 31, 2020.~~ The employee premium contributions set forth in this Section will be by payroll deduction in equal amounts from the first two monthly pay periods.

**Section 5 - HSA/High Deductible Option**

The City reserves the right to implement a high deductible Health Savings Account (HSA) plan during the term of this Agreement. The Employer will fund the HSA either \$600.00 annually/single or \$1,600/annually family for the HSA. Employees who select such HSA are subject to its terms.

**Section 6 - HEALTH INSURANCE COMMITTEE**

The City will convene a Health Insurance Coverage Advisory Committee ("Committee") for the purpose of reviewing the City's current health insurance coverage and considering options available for City employees in the future. The Committee's goal is to identify and recommend health insurance coverage available to the City that is both cost-effective for the City and its employees and provides benefits that best meet the employees' health insurance needs. The Committee may consider specific factors including, but not limited to, premium costs, benefits, co-payments, deductibles, out-of-pocket costs, wellness initiatives, insurer networks and co-insurance to achieve its goal. As part of its review and recommendations, the Committee may also consider options for group dental coverage, vision coverage and/or alternatives to the City's current group health insurance coverage.

Committee members will include the Finance Director, who will chair the Committee, up to two (2) employees from each of the City's collective bargaining units, up to two (2) employees from the City's unrepresented employees and up to two (2) City directors. The Mayor may attend Committee meetings at his or her discretion. The Finance Director will establish meeting times and dates and set meeting agendas with the input of Committee members. Committee meetings may include presentations from health insurance consultants and/or insurer representatives to gather information and/or facilitate its discussions.

The Committee will meet no fewer than one hundred and twenty (120) days prior to the City's annual health insurance renewal date and as frequently thereafter as determined by the Finance Director in consultation with Committee members. No fewer than 30 days prior to the City's renewal date, the Committee will present its recommendations to the Mayor. The Mayor will consider the Committee recommendations when making a recommendation to City Council on legislation for health insurance coverage. Notwithstanding the Committee's recommendations, the City retains final authority on determining employee health insurance benefits in accordance with the express provisions of this Agreement and as otherwise required by law.

**ARTICLE 13XIII - LEAVES OF ABSENCE**

**Section 1. Sick Leave.**

**(A) Computation of Sick Leave.**

Each employee of the City of University Heights shall be entitled to and accrue, for each completed 80 hours of work, excluding overtime hours, to sick leave of 4.6 hours with pay.

**(B) Authorized use of Sick Leave.**

Employees may use sick leave, upon approval of the Chief, for absence due to personal illness, maternity leave, paternity leave, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family. For purposes of this Section, "immediate family" shall include the employee's spouse, children, parents, brothers and sisters, parents-in-law, son or daughter-in-law, grandparents and parent of employee's children.

**(C) Sick Leave Accumulation.**

Unused sick leave shall be cumulative without limit. No accumulation credit shall be given to any employee hired by the City of University Heights who has previously accumulated sick leave due from another some other public agency. An employee of the City of University Heights who leaves the employment of the Employer and is rehired within ten (10) years from the original date of termination shall be entitled to such sick leave as had been accumulated to the time of the original termination of employment, providing he has not already been paid for such accumulated sick leave.

**(D) Justification of Sick Leave.**

The Police Chief of the department in which the employee works may shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. At the discretion of the Police Chief, a certificate from a licensed physician may be required in advance of granting sick leave. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

**(E) (1) Cash Payment on Retirement.**

At the time of retirement from active service with the City of University Heights, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of retirement to be paid in cash at a rate of twenty-five (25) percent of the first 2,000 hours of his/her accrued but unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty (40) percent. Such payment shall be based upon the employee's base pay at the time of retirement (excluding longevity and special assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

**(E) (2) Cash Payment on Termination of Employment.**

At the time of termination of employment from the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of termination, to be paid in cash for accrued but unused sick leave credit, not to exceed 2,000 hours. Entitlement will be based on years of service over ten (10)

completed years calculated at 1% per year. (Example: Ten (10) completed years equals 10% of unused sick leave credit and fifteen (15) completed years equals 15% of unused sick leave credit.) Such payment shall be based upon the employee's base pay at the time of termination (excluding longevity and assignment pay) divided by 2,080 hours. Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

**(E) (3) Cash Payment on Death of Employee.**

All accumulated sick leave of employees who die for any reason shall be paid at the ratio noted above to the employee's estate.

**(F) Sick Leave Incentive Bonus.**

During the twelve (12) month period ending December 31, employees will receive a sick leave incentive bonus as follows, (paid in cash, unless by the end of the first week in January, notification is given to the Director of Finance to take time off in hours):

| Sick Leave Used          | Time Off Permitted | Pay      |
|--------------------------|--------------------|----------|
| 0-8 hours                | 24 hours           | 24 hours |
| Greater than 8-16 hours  | 16 hours           | 16 hours |
| Greater than 16-24 hours | 8 hours            | 8 hours  |
| Greater than 24 hours    | 0                  | 0        |

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If, during the duration of this Agreement, the Employer utilizes a twelve (12) hour shift schedule, Sick leave incentive bonuses shall instead follow the below table:

| <u>Sick Leave Used</u>          | <u>Time Off Permitted</u> | <u>Pay</u>      |
|---------------------------------|---------------------------|-----------------|
| <u>0-12 hours</u>               | <u>36 hours</u>           | <u>36 hours</u> |
| <u>Greater than 12-24 hours</u> | <u>24 hours</u>           | <u>24 hours</u> |
| <u>Greater than 24-36 hours</u> | <u>12 hours</u>           | <u>12 hours</u> |
| <u>Greater than 36 hours</u>    | <u>0</u>                  | <u>0</u>        |

Should the City switch back to eight (8) hour shifts, it reserves the right to switch back to the sick leave bonus designed in this Section for those eight hour days.

All payments under this section shall be made by the Director of Finance by the second pay period in January of the following year.

**(G) High Risk Injuries.**

(i) Whenever a full-time sworn police employee during the lawful performance of assigned duties



as a direct result of a "high risk" situation or circumstance suffers injuries causing total disability for more than three (3) full work days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth workday taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety (90) day period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for additional ninety (90) calendar day periods. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account. The three (3) days of regular sick leave, taken prior to receiving "high risk" sick leave, shall not count against an employee for purposes of calculating "sick leave used" under the Sick Leave Incentive Bonus Provision.

(ii) "Total disability" shall mean the physical inability of an employee to perform regularly assigned duties and/or light duty assignment at the station and/or otherwise engage in any other gainful employment.

(iii) In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Chief of the Division and approved by the Safety Director and the Mayor:

- (1) The injuries are the direct result of:
  - (a) An accident occurring when lights and sirens are being used pursuant to Division rules and regulations;
  - (b) An automobile accident occurring during the course of a high-speed chase;
  - (c) A fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
  - (d) The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
  - (e) An injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident;
  - (f) An injury which occurs during high risk training; or
  - (g) An injury that occurs while responding to an emergency call or during a pursuit while on a Police Bicycle.

(2) The event herein described must be duly logged and a written report submitted to the Chiefs office during the shift in which it occurs.

(3) Medical evidence has been provided within a reasonable period of time (no more than fourteen (14) days) from the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.

(4) The employee shall have applied for and have been found eligible to receive coverage under Workers Compensation of Ohio and the employee signs a waiver and assignment to the Employer for amounts payable under such Workers Compensation for temporary disability benefits, and for any other Employer paid insurance benefits.

(iv) Any vacation time, holidays or personal days which would have been scheduled during such disability shall be rescheduled within three (3) months following such employee's return to duty.

(H)

Sick Leave Transfer: Upon being hired, new employees to the bargaining unit may transfer up to two-hundred forty (240) hours of sick leave if s/he previously worked for another eligible public agency under ORC 124.38. This Section (H) shall only be in effect until the expiration of this Agreement unless mutually extended in writing by the parties.

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(iv)

**Section 2. Funeral Leave.**

Any police employee experiencing a death in the immediate family, which shall be construed to mean the spouse, child, parent, sibling, or immediate grandparent of the police employee or the parent, sibling, immediate grandparent of the spouse of the police employee, shall be entitled, with prior permission of his immediate supervisor, to three (3) days paid leave of absence from and after the time of death. Such leave may be optimized by scheduling around regular days off. In the event the deceased is the police employee's parent, spouse, or child, the leave may be extended by two days' unpaid leave of absence. The unpaid leave

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may be covered for pay by use of the employee's vacation, holiday, or accumulated time-owed. Otherwise such funeral leave shall not be considered the use of sick leave.

**Section 3. Military Leave.**

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

**Section 4. Jury Duty.**

An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served providing, that the jury duty fees, paid to the employee by the court, shall be returned to the Employer.

**Section 5. Unpaid Personal Leave.**

Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Police Chief and the Mayor. Employees shall accrue seniority for such leave up to six months.

**Section 6. Maternity Leave.**

An employee who becomes pregnant shall, upon request to the Chief, be granted leave to absent herself from work for maternity purposes. The date of departure and date of return to work shall be selected by the employee with the proper medical documentation and she shall notify the Chief of these dates as far in advance as practicable. The employee shall utilize any and all other accrued sick leave for maternity purposes. If agreed upon by the employee, the employee shall utilize any and all other accrued vacation leave for maternity purposes. After accrued sick leaves (and vacation leave, if applicable) are exhausted, the employee shall be placed on maternity leave of absence without pay, but retaining hospitalization benefits. The total leave for maternity purposes, where hospitalization benefits are maintained, shall not exceed twelve (12) weeks. Additional leave time, without hospitalization benefits, of one (1) month after the twelve (12) week period may be granted upon submission of documented medical proof of need to the Chief. If an employee returns to work from such leave, she will be reimbursed for such hospitalization, less administrative costs, if any.

**Section 7. Personal Sick Days.**

~~Effective January 1, 2018, employees will be allowed to take three (3) personal/sick (PSK) days per calendar year which such time being deducted from the employee sick leave balance. Requests for personal/sick days are scheduled and approved in accordance with workload requirements of the employer. In the event a PSK day results in the payment of overtime to another employee, the employee who takes the PSK day shall have the commensurate number of sick leave hours at an overtime rate (total sick leave hours plus half of the total) deducted from the employee's sick leave balance. Personal/sick days not taken during the calendar year do not carry over to the following calendar year. PSK days taken by an employee shall not be counted as an unexcused absence and do not affect any sick leave incentive entitlements.~~

**Section 7. Golden Days**

Effective January 1 of each calendar year, employees will be allowed to take three (3) Golden Days per calendar year which such time being deducted from that employee's sick leave balance. Requests for Golden Days must be submitted at least forty-eight (48) hours prior to the scheduled Golden Day, and if the request creates a shift shortage, it will be considered an "ordered fill.". In the event the use of a Golden Day results in the payment of overtime to another employee, the employee who takes the Golden Day shall have the commensurate number of sick leave hours at an overtime rate (total sick leave hours plus half of the total) deducted from the employee's sick leave balance. Golden Days not taken during the calendar year do not carry over to the following calendar year. Golden Days taken by an employee shall not be counted as an unexcused absence and do not affect any sick leave incentive entitlements.

**ARTICLE 14XIV - CLOTHING AND UNIFORM MAINTENANCE ALLOWANCE**

**Section 1.** Each police employee in the uniformed division shall receive, in addition to all other forms of compensation and expense reimbursement, one thousand and eight hundred dollars (\$1,800.00) gross cash allowance per year for the purchase of regularly prescribed uniform and equipment approved by the Chief of Police, or his designee, for use in the performance of his/her official duties.

The cash allowance for the purchase and maintenance of prescribed uniforms shall be paid in two equal gross payments of nine hundred dollars (\$900.00) by June 25 and December 25 of each year. No police employee shall be eligible for such allowance until completing six(6) months of active duty. Further, the City will purchase a dress uniform (blazer/jacket) for any new employee who successfully completes the probationary period. A police employee whose employment is terminated, for whatever cause, shall receive a pro rata share of his uniform maintenance allowance. Computation of the pro rata share shall be by a fraction in which the numerator is the number of days between January 1 or July 1, and the date of termination, whichever is applicable, and the denominator is 180.

Changes in uniform requirements which are mandated by the Police Chief will be paid for by the City. Further, the City will purchase dress uniforms for employees who are promoted to Sergeant or Lieutenant if a new uniform is required.

Employees shall be permitted to purchase uniforms from any vendor, provided that all uniforms meet specifications set forth by the Chief of Police and provided that purchasing of such uniforms is done on the employee's own time or on time approved by the Chief of Police, his designee, or the Officer in Charge (OIC).

**Section 2.** Employees assigned to the Detective Bureau of the Division of Police and wearing civilian clothing in the normal course of their duties shall be entitled to receive the equivalent amount as uniformed Division employees each June and December to be charged against the regular annual clothing allowance. Upon the return of an employee from a non-uniformed unit to a uniformed unit, the City will advance the employee two (2) years of clothing allowance and will provide the employee with one (1) dress blouse.

**Section 3.** An initial appointee to the Police Department (Patrol Officer) shall be entitled to use up to One Thousand Eight Hundred Dollars (\$1,800.00) for complete outfitting of the new employee but shall be subject to Section 1, thereafter.

~~**Section 4.** Employees who have accrued but unused clothing allowance amounts under the parties' 2008-2011 Agreement as of the date this Agreement takes effect may draw down those amounts according to the City's existing clothing purchase procedures. The City will make cash payment to employees with accrued but unused clothing allowance balances in the amount of 50% of said balance on or before December 31, 2011 and will make cash payment of any remaining balances on or before June 30, 2012. If~~

~~an employee retires with a service or disability pension prior to December 31, 2012, the City will make cash payment of any remaining accrued but unused clothing allowance balance as of the date of retirement.~~

**Section 45.** The City will pay the difference between the amount of a body armor vest and the amount of any grant received for protective vests.

#### **ARTICLE 15XV - SENIORITY**

**Section 1.** Seniority for a regular full-time employee shall be that employee's length of continuous service with the Employer. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 2.** Seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged;
- (c) Is laid off more than three (3) years;
- (d) Is absent without notice for three (3) consecutive work days;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on which the Employer sends or delivers the employee notice (to such employee's last known address as shown on the Employer's records).

#### **Section 3. Probationary Period.**

(a) All new employees shall be considered to be on probation for a period of one year from the date of completion of their state-mandated training and certification as a Patrol Officer, or the date of employment if the employee has already been certified as a police officer. The retention of a probationary employee shall be at the discretion of the appointing authority and the Police Chief. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure.

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

#### **Section 4. Layoffs.**

When, in the judgment of the Employer, a reduction in force is necessary, the Employer shall determine the number of employees to be laid off from each of the job classification(s) (ranks) and the employees shall be laid off from such classification(s) in order of least departmental rank seniority (total time working for the University Heights Police Department), providing the employees retained can fully perform all the duties and responsibilities of the classification. Such affected employee will be allowed "bumping rights" ~~to bump~~ in accordance with their seniority.

**ARTICLE 16XVI - GRIEVANCE PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

**Section 2.** A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary action. A grievance may be initiated at the step in which the grievance originated. When any such grievance arises, the following procedure shall be observed:

**Step 1:** The employee and the employee's immediate supervisor shall meet to attempt to work out the grievance on an informal basis.

**Step 2:** If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the immediate supervisor within seven (7) calendar days of the alleged violation of this Agreement. Within seven (7) calendar days after the filing of the grievance, a meeting will be held among the appropriate management representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within seven (7) calendar days of this meeting, the management representative shall issue a written answer to the grievance.

**Step 3:** If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the Chief of Police or his designated representative within seven (7) calendar days after receipt of the Step 2 response. Such appeal shall be in writing and include a copy of the original grievance, ~~and shall specify the reason why the grievant believes the Step 2 decision is in error.~~ The Chief of Police or his designated representative shall schedule a grievance meeting with the employee(s) and if the employee(s) so elect(s), a representative of the Union, within seven (7) calendar days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) calendar days after the end of the meeting.

**Step 4:** If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within seven (7) days after the receipt of the Step 3 decision. Such appeal shall be in writing ~~and~~ shall include a copy of the original grievance, ~~and shall specify the reason why the aggrieved employee(s) and/or the Union believe(s) that the Step 3 decision is in error.~~ The Mayor or his designated representative shall reply in writing within ten (10) days thereafter.

**Section 3. Arbitration Procedure.**

(A) ~~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 Step 4, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet~~



~~to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators in accordance with their rules.~~

~~In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fourteen (14) days after receiving the Step 4 decision, the Union may submit the grievance to arbitration by sending a notice of intent to arbitrate to the Mayor or his designated representative. Within fourteen (14) calendar days after receiving the notice of intent to arbitrate, the City and the Union will confer to attempt to mutually select an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the City and the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Each party shall have the option to completely reject the list one (1) time at that parties' expense. Within fourteen (14) calendar days after the day of receipt of the list of arbitrators from FMCS, the City and the F.O.P./O.L.C. will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin; and in each succeeding arbitration, the City and the Union then will alternate being the first party to strike a name. The City and the F.O.P./O.L.C. will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance.~~

(B) 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.

(C) The hearing or hearings shall be conducted pursuant to the ~~guidelines outlined by FMCS, the State Employment Relations Board (SERB), and/or any applicable laws, "Rules of Voluntary Arbitration" of the American Arbitration Association.~~

(D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

(E) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regularly hourly base rate for all hours during which his attendance is required by either party.

(F) The decision of the arbitrator shall be final and binding upon the ~~City, the Union and the grievant(s) parties.~~

#### **Section 4. Time Limitations.**

(A) To be considered valid, a grievance must be filed in writing within ~~fourteen~~<sup>seven</sup> (14<sup>7</sup>) calendar days ~~after the employee or employees become aware or when the employee or employees, exercising reasonable diligence, should have become aware of the facts and circumstances giving rise to the grievance of the occurrence of the alleged violation of the Agreement.~~ A grievance that is filed untimely or not timely appealed to the next step in the process set forth above shall be considered void.

(B) Where a grievance is originally timely filed and the Employer fails to answer it in a timely manner, then the grievance shall automatically proceed to the next step of the Grievance Procedure.

(C) Once a grievance is originally timely filed, the parties may, by agreement, extend the time in which to answer it or appeal the answer to the next step.

~~Section 5. The OPBA shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.~~

**Section 56.** The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this Grievance Procedure shall be final, conclusive and binding on the Employer, the UnionOPBA and the employees.

**ARTICLE 17-XVII - NO STRIKE/NO LOCKOUT**

**Section 1.** The UnionOPBA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown,

job action, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

**Section 2.** Any employee who violates Section 1 of this Article ~~may shall~~, at the discretion of the Employer, be subject to discharge (selective or otherwise) or other disciplinary action by the Employer.

**Section 3.** The ~~Union~~OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference at any operations of the Employer is prohibited and is not in any way sanctioned, or approved, by the ~~Union~~OPBA. Furthermore, the ~~Union~~OPBA shall also immediately advise all employees to return to work at once.

**Section 4.** The Employer shall not lock out any employee for the duration of this Agreement.

#### **ARTICLE 18XVIII - MISCELLANEOUS**

##### **Section 1. Reimbursement of Training Expenses.**

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

##### **Section 2. Special Pay to Employees who Retire and have Completed 25 Years of Service.**

Any employee who has completed twenty-five (25) years of service by December 31 of any current calendar year and who otherwise qualified for a vacation under Article ~~11 if this Agreement~~XI and who remains a full-time employee through June 30 of the ~~next~~current calendar year ~~shall~~, be entitled to two (2) weeks vacation compensation equal to eighty (80) hours computed by dividing their base annual wage by 2080 hours. In addition, such employee shall be entitled to receive compensation for five (5) holidays, equal to forty (40) hours computed by dividing their base annual wage by 2080 hours. The foregoing total of 120 hours of compensation shall be reduced by any vacation and holiday time taken to the extent such was earned during the current calendar year through June 30. There shall be no prorations.

**Section 3.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or inaction by such employee in the scope of employment.

**Section 4.** The UnionOPBA will be allowed one (1) locked bulletin board for official Union or FOPOPBA notices. One bulletin board will be located in the roll call room. The Union or its designee(s)OPBA will be the sole holders of the keys to the board.

**Section 5.** An employee has the right to the presence and advice of an Union OPBA representative at all disciplinary interrogation.

**Section 6.** 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 questioning starts.

**Section 7.** Pay checks shall be issued every other Thursday. An employee off duty for two weeks or more may have his check mailed to his home upon request.

**Section 8. Pension Pick-up.** The City shall continue a pension "pick up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The City's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

**Section 9. Labor Management Committee.**

There shall be a Labor-Management Committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The Committee may meet on the request of either party, to discuss matters of mutual concern, excluding negotiated issues and grievances. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

**Section 10.** An employee who completes 25 years or more of service, and takes a normal retirement, shall receive a plaque containing his badge and duty weapon.

**Section 11.** An employee shall not be held financially responsible if City property or equipment is damaged, lost or stolen unless the employee acted negligently as determined by the Chief of Police or his designee.

**Section 12.** The City shall continue to pay for gas, parking and meal expenses incurred during voluntary and mandatory training which occurs outside Cuyahoga County, upon the submission of receipts, for all members in the bargaining units. Where the City has provided permission for an employee to use his personal vehicle for City business, the employee shall be reimbursed mileage at the current IRS rate for such use.

**Section 13.** Prior to the City's implementation of a decision to change a classification or create a new classification, the City shall consult with the Union.

**Section 14.5.** Any employee who attends an accredited college and who receives a grade of "C" or better in police related course(s) in pursuit of an associates or bachelors degree shall be eligible to receive full tuition reimbursement, provided that the employee receives permission from the Chief of Police to take the course(s). If such election is made by the employee, he or she waives the right to be compensated under Article ~~9FX~~, Section 5 pertaining to Educational Incentive.

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#### **ARTICLE 19XIX - DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. 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 Employer shall only be for just cause. Generally, the City agrees to follow a system of progressive discipline. However, the City may consider the severity and type of offense when determining the appropriate level of discipline.

**Section 3.** Any disciplinary action against a non-probationary employee shall be processed in accordance with the dispute resolution procedure in Article ~~16XVI~~ of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

#### **ARTICLE 20XX - 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 words in the plural, the singular, and 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 said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 21XXI - 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 nor effect any interpretation of any such article.

#### **ARTICLE 22XXII - LEGALITY**

This Agreement shall be subject to and subordinated to any present and future federal and state laws. Further, it is the intent of the Employer and the UnionOPBA that this Agreement complies in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this

Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

#### **ARTICLE 23XXIII - DISPUTE RESOLUTION**

The ~~parties hereto, City and the Union of University Heights, hereinafter referred to as the "Public Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Employee Organization,"~~ hereby agree that the terms of this Agreement shall govern the method by which the next collective bargaining agreement between the parties is reached. The parties acknowledge that the purpose of this procedure is to provide a means for harmonious and cooperative relationships between the ~~City Public Employer~~ and the employees and to protect the public and the welfare of the City by assuring the orderly and uninterrupted operation of the City's safety forces. The parties acknowledge the role of the ~~Union Employee Organization~~ in representing the legitimate needs of the members of the bargaining unit concerning their wages, hours and terms and conditions of employment, and the need of the ~~City Public Employer~~ to maintain effective and efficient operation of the City government within the confines of its financial resources. Therefore, it is agreed as follows:

**Section 1.** If either party wishes to terminate or modify ~~this Agreement any of the provisions of the current collective bargaining agreement,~~ it shall ~~so~~ notify the other party in writing not later than sixty (60) days prior to the expiration date of ~~this~~ ~~at~~ ~~A~~ ~~agreement.~~ Notification ~~in writing~~ from the ~~Union Employee Organization~~ shall be served upon the Mayor. Notification in writing from the ~~City Public Employer~~ shall ~~be served upon the Staff Representative assigned to the bargaining unit by the FOP/OLC, addressed to a representative of the Employee Organization who is a member of the bargaining unit.~~ The party seeking such ~~termination or~~ modification shall also serve a copy of the notice to the other party upon the State Employment Relations Board (SERB), together with a copy of the existing collective bargaining agreement. As soon as possible after the receipt of such notice, representatives of the parties shall meet to negotiate a new collective bargaining agreement.

**Section 2.** ~~After the commencement of such negotiations, either party may submit any and all issues in dispute to mediation during the period from forty five (45) to fifteen (15) days before the expiration of the collective bargaining agreement. If no agreement has been reached prior to the fifteenth day before the expiration of the collective bargaining agreement and mediation has not yet been invoked, the parties shall then submit any and all issues in dispute to mediation. Mediation shall be invoked by requesting SERB to appoint a mediator. In the alternative, by mutual agreement, the parties may select a mediator from any other source by any other method. The fees and expenses of the mediator and his or her selection which are not borne by the State or Federal government shall be borne equally by the parties.~~

**Section 23.** ~~The parties agree to follow all laws, rules and regulations outlined in ORC 4117 as it relates to negotiations of any successor agreement, fact-finding hearing(s), and/or conciliation hearing(s). At any~~

~~time after the expiration of the collective bargaining agreement, either party may submit any and all issues in dispute to fact-finding and notify the other party and request a panel of fact-~~

finders from the American Arbitration Association, the fact finder will then be chosen in accordance with the American Arbitration Association's then applicable rules and regulations. Every effort will then have been made to schedule the matter for hearing as quickly as possible from the date that fact finding is requested. The fact finder shall issue his decision as soon as possible, but not later than thirty (30) days following the hearing unless otherwise mutually agreed by the parties. The fees and expenses of the fact finder and the American Arbitration Association shall be borne equally by the parties.

~~**Section 4.** If either party rejects the fact finder's report, either party may submit any and all issues in dispute to final and binding arbitration by so notifying the other party and requesting a panel of arbitrators from the American Arbitration Association, and an arbitrator will then be chosen in accordance with the American Arbitration Association's then applicable rules and regulations. Every effort will then be made to schedule the matter for hearing within thirty (30) days from the date that arbitration is requested. The arbitrator shall resolve the dispute between the parties on an item by item basis taking into account the considerations enumerated in Section 4117.14(G)(7) of the Ohio Revised Code. The arbitrator shall issue his decision as soon as possible, but not later than thirty (30) days following the hearing, unless otherwise mutually agreed by the parties. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.~~

~~**Section 5.** Pursuant to Section 4117.14(E) of the Ohio Revised Code, the dispute settlement procedure provided in this Agreement is intended to supersede the procedures specified in the Ohio Public Sector Collective Bargaining Act.~~

~~**Section 36.** The parties agree that the June 30, 2020, this Agreement's expiration date shall not prohibit the Union from receiving any retroactive wage increases from a conciliator pursuant to Section 4117.14(G)(1) O.R.C.~~

#### **ARTICLE 24XXIV - CITIZEN'S COMPLAINTS**

**Section 1.** Complaints by civilians against a bargaining unit member shall be in writing and signed by the complainant. In the event a civilian complainant cannot or will not execute a written complaint, the City representative to whom the complaint is made will reduce it to writing, including the complainant's name, identifying information, and the date the complaint was made; and verify the information received with his or her signature. The City will furnish a copy of the complaint to the employee against whom the complaint has been filed and to the Union at least three (3) calendar days after an investigation is initiated and in no case fewer than seventy-two (72) hours prior to an investigatory meeting at which an employee will be asked to respond to the complaint.

**Section 2.** All complaints filed in conformance with Section 1 will be investigated in a fair and impartial manner pursuant to Department policy. The employee against whom a complaint has been filed,



and/or other employees who may face disciplinary action as a result of the complaint, are entitled, upon request, to Union representation during any investigatory interviews.

**Section 3.** All complaints that are determined to be unfounded shall not be included in any personnel file of the affected employee and may not be used in any subsequent disciplinary procedure. Anonymous materials shall not be placed in an employee's personnel files unless an investigation determines the complaint is "sustained." All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**ARTICLE 25XXIV - DURATION**

This Agreement represents an understanding between the Employer and the UnionOPBA, and it shall be effective ~~from July 1<sup>st</sup>, 2020 until June 30<sup>th</sup>, 2023, until June 30, 2020, and thereafter from year to year, unless at least sixty (60) day period to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.~~ If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until a ~~new~~ amended Agreement is reached. ~~agreed to or, on or after June 30, 2020, either party gives sixty (60) days' notice of an intention to terminate this entire Agreement.~~

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~~IN WITNESS WHEREOF, the parties have hereunto set their hands this 5<sup>th</sup> day of~~  
~~December, 2011.~~

CITY OF UNIVERSITY HEIGHTS

OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

By: Austen K. Zfeld

By: [Signature]

By: [Signature]

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTACHMENT A

OHIO PEACE OFFICER BASIC TRAINING PROGRAM  
PHYSICAL FITNESS REQUIREMENTS

|                  | <b>Age and Gender Minimum Scores</b> |                          |
|------------------|--------------------------------------|--------------------------|
|                  | <b>Males (&lt;-29)</b>               | <b>Females (&lt;-29)</b> |
| Sit-ups (1 min)  | 40                                   | 35                       |
| Push-ups (1 min) | 33                                   | 18                       |
| 1.6 Mile Run     | 11:58                                | 14:15                    |
|                  | <b>Males (30-39)</b>                 | <b>Females (30-39)</b>   |
| Sit-ups (1 min)  | 36                                   | 27                       |
| Push-ups (1 min) | 27                                   | 14                       |
| 1.6 Mile Run     | 12:25                                | 15:14                    |
|                  | <b>Males (40-49)</b>                 | <b>Females (40-49)</b>   |
| Sit-ups (1 min)  | 31                                   | 22                       |
| Push-ups (1 min) | 21                                   | 11                       |
| 1.6 Mile Run     | 13:05                                | 16:13                    |
|                  | <b>Males (60-69)</b>                 | <b>Females (60-69)</b>   |
| Sit-ups (1 min)  | 26                                   | 17                       |
| Push-ups (1 min) | 15                                   | 13*                      |
| 1.6 Mile Run     | 14:33                                | 18:05                    |
|                  | <b>Males (60+)</b>                   | <b>Females (60+)</b>     |
| Sit-ups (1 min)  | 20                                   | 8                        |
| Push-ups (1 min) | 15                                   | 8*                       |
| 1.6 Mile Run     | 16:19                                | 20:08                    |

ATTACHMENT B



**FBI SPECIAL AGENT SELECTION PROCESS**

**Applicant Information Booklet**  
**Revised September, 1997**

DESIRABLE WEIGHT RANGES

| Males  |           | Females |           |
|--------|-----------|---------|-----------|
| HEIGHT | WEIGHT    | HEIGHT  | WEIGHT    |
| 5'4"   | 117 - 163 | 5'0"    | 96 - 138  |
| 5'5"   | 120 - 167 | 5'1"    | 99 - 141  |
| 5'6"   | 124 - 173 | 5'2"    | 102 - 144 |
| 5'7"   | 128 - 178 | 5'3"    | 105 - 149 |
| 5'8"   | 132 - 183 | 5'4"    | 108 - 152 |
| 5'9"   | 136 - 187 | 5'5"    | 111 - 156 |
| 5'10"  | 140 - 193 | 5'6"    | 114-161   |
| 5'11"  | 144 - 198 | 5'7"    | 118-165   |
| 6'0"   | 148 - 204 | 5'8"    | 122 - 169 |
| 6'1"   | 152-209   | 5'9"    | 126 - 174 |
| 6'2"   | 156 - 215 | 5'10"   | 130 - 179 |
| 6'3"   | 160 - 220 | 5'11"   | 134 - 185 |
| 6'4"   | 169 - 231 | 6'0"    | 138 - 190 |
| 6'5"   | 174 - 238 |         |           |

Body Fat Requirements  
 Males- 19%

Females - 22%

OPOTA 1.5 MILE TIME REQUIREMENTS WITH ADDITIONAL 10% TIME

MALES 21-29 Y.O.A.

- 11 MINUTES AND 58 SECONDS = 718 SECONDS
- 718 SECONDS PLUS 10% = 789.8 SECONDS
- 789.8 SECONDS DIVIDED BY 60 = 13.163 MINUTES
- .163 MINUTES MULT. BY 60 = 9.78 SECONDS = 10 SECONDS
- TOTAL TIME = **13 MINUTES 10 SECONDS**

MALES 30-39 Y.O.A.

TOTAL TIME = **13 MINUTES 39 SECONDS**

MALES 40-49 Y.O.A.

TOTAL TIME = **14 MINUTES 23 SECONDS**

MALES 50-59 Y.O.A.

TOTAL TIME = **16 MINUTES 0 SECONDS**

MALES 60+ Y.O.A.

TOTAL TIME = **17 MINUTES 57 SECONDS**

REFER TO 1-FFI WITH ANY QUESTIONS, THANKS.

ROGERS 58

10-08-11

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Subject **RE: AGILITY TEST 2012**

From Hammett, Steve <shammett@universityhelghts.com>  
To <drogers@universityhelghts.com>  
Date 2012-11-13 17:59

i:00Jik6j .

I think it's a good option.

-----Original Message-----

From: [drogers@universityheights.com](mailto:drogers@universityheights.com) [mailto:drogers@universityheights.com]  
Sent: Tuesday, November 13, 2012 5:36 PM  
To: Hammett, Steve  
Subject: RE: AGILITY TEST 20i2

Chief,

Thanks and I will check with the membership. I don't anticipate any problems if the treadmill is an option, not a requirement, for the testing procedure. I will, and possibly a few others might, utilize the treadmill for the 2012 test.

Ptl. Rogers

On 2012-11-13 17:21, Hammett, Steve wrote:

Dustin,

No problem, as long as your members are okay with it, I'm okay with it.

-----Original Message-----

From: [drogers@universityheights.com](mailto:drogers@universityheights.com) [mailto:drogers@universityheights.com]  
Sent: Tuesday, November 13, 2012 4:30 PM  
To: S Hammett  
Subject: AGILITY TEST 2012

Chief:

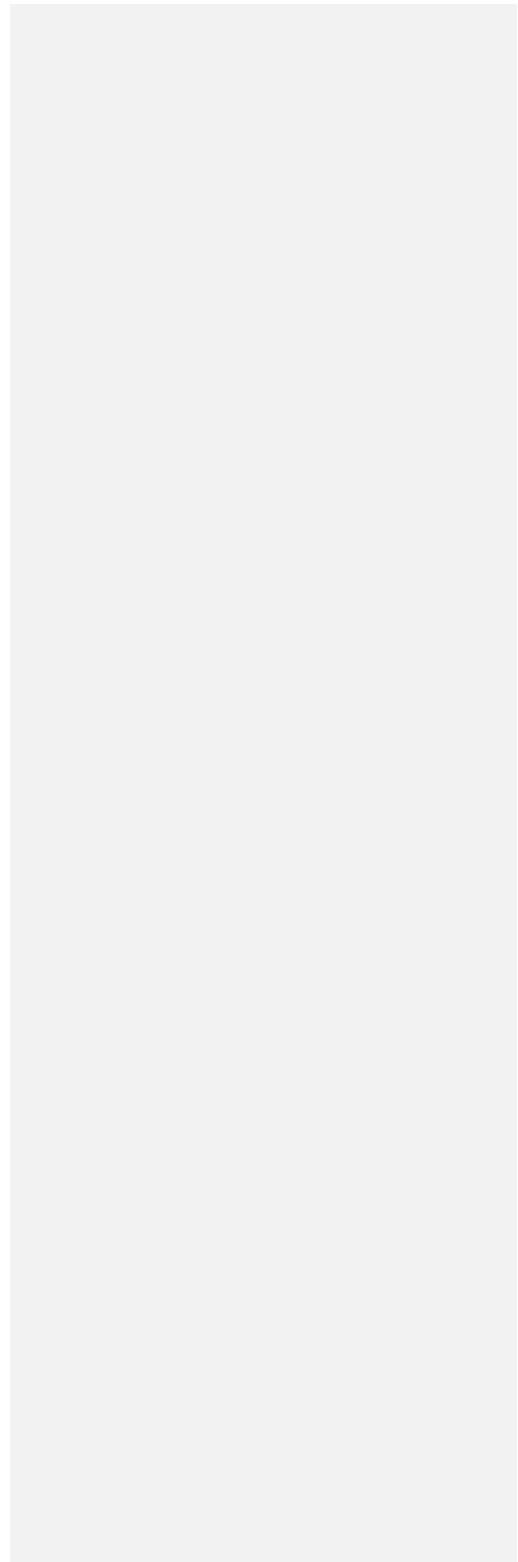
In effort to keep you apprised, a few officers and I still plan on taking the 2012 agility test. Per contract, the testing must be completed prior to December. I respectfully request your input and consideration for the potential utilization of a treadmill to conduct the 1.5 mile test portion for future agility testing.

Treadmills are commonly used by members to train on, and practice for, the 1.5 mile test. By utilizing one of the City Gym's treadmills, we can completely eliminate scheduling and weather variables from the testing procedure. Finding and scheduling a legitimate 400 meter track to accommodate our agility testing, which is subject to the weather, can be time consuming.

Treadmills are very accurate and simplify the testing procedure. Also, they are extremely convenient. The individual administering the agility test can control the treadmill functions to ensure integrity during testing.

Thank you for your time,  
Ptl. Rogers

[https://webmail.universityheights.com:2096/cpsess3968318481/3rdparty/roundcube/?\\_task...](https://webmail.universityheights.com:2096/cpsess3968318481/3rdparty/roundcube/?_task...) 8/26/2013



**MEMORANDUM OF UNDERSTANDING**

**COPY**

WHEREAS, the Ohio Patrolmen's Benevolent Association ("OPBA") and the City of University Heights ("the City") are parties to a collective bargaining agreement setting forth the terms and conditions of work for the City's Patrol Officers ("the CBA");

WHEREAS, the CBA was a product of a mutual agreement between the parties that included several terms that are either new or modified from the terms of their preceding CBA;

WHEREAS, one such agreed upon new term concerned Corporals and the rate of their overtime compensation when a Corporal chooses to convert such pay to compensatory time;


WHEREAS, the foregoing new term was inadvertently omitted from the CBA even though it was the parties' intention to include it. It should have been included in the text of Article 9, Section 8;

NOW, therefore the OPBA and the City agree to supplement Article 9, Section 8 with the following:

Corporals that work overtime hours performing Corporal duties will be permitted to convert those overtime hours to compensatory time. For every 4 hours of Corporal overtime worked 7 hours of Corporal straight time will be granted.

It is so agreed.

.b?. g  
City of University Heights

  
Ohio Patrolmen's Benevolent  
Association

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**CITY OF UNIVERSITY HEIGHTS  
INTEROFFICE MEMORANDUM**

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**TO:** KELLY THOMAS, CLERK OF COUNCIL

**FROM:** DENNIS KENNEDY, FINANCE DIRECTOR 

**SUBJECT:** MOTION TO APPROVE RETIREMENT HEALTH SAVINGS AGREEMENT

**DATE:** DECEMBER 30, 2021

**CC:** MAYOR BRENNAN; COUNCIL MEMBERS; CHIEF PERKO

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One of the associated agreements executed via MOU included in the collective bargaining agreement with the IAFF Local 974 referenced the establishment of a Retirement Health Savings (RHS) to assist in distribution of final sick and vacation payouts for any retiring members. Deposits of termination payouts into an RHA will provide retirees with a source for funding of their future health care costs.

Attached is an Administrative Services Agreement, under account number 800304, with MissionSquare Retirement that we would ask that Council approve by motion at the January 3, 2022 meeting.

Creation of this partnership between the City and MissionSquare will complete the obligation on behalf of the City that was contained in the original MOU executed in October, 2020 and carried through to the Council approved CBA that was discussed at the August 18, 2021 Council meeting.

The RHA will be open to all employees of the City. The terms of this program were reviewed by our healthcare consultant and were also briefly discussed with the employee healthcare committee at the time the new medical insurance contracts were presented.

We have a firefighter retiring in the first week of 2022, so approval of this agreement will allow that employee's termination payments to be ultimately deposited (according to the employee's direction) in the RHA. The administration of the RHA will be conducted in the Finance Department, similar to other deferred compensation arrangements the City has with Ohio Deferred Compensation, Blackrock and Security Benefits.

Attachments (Service agreement; MOU)



## **ADMINISTRATIVE SERVICES AGREEMENT**

for

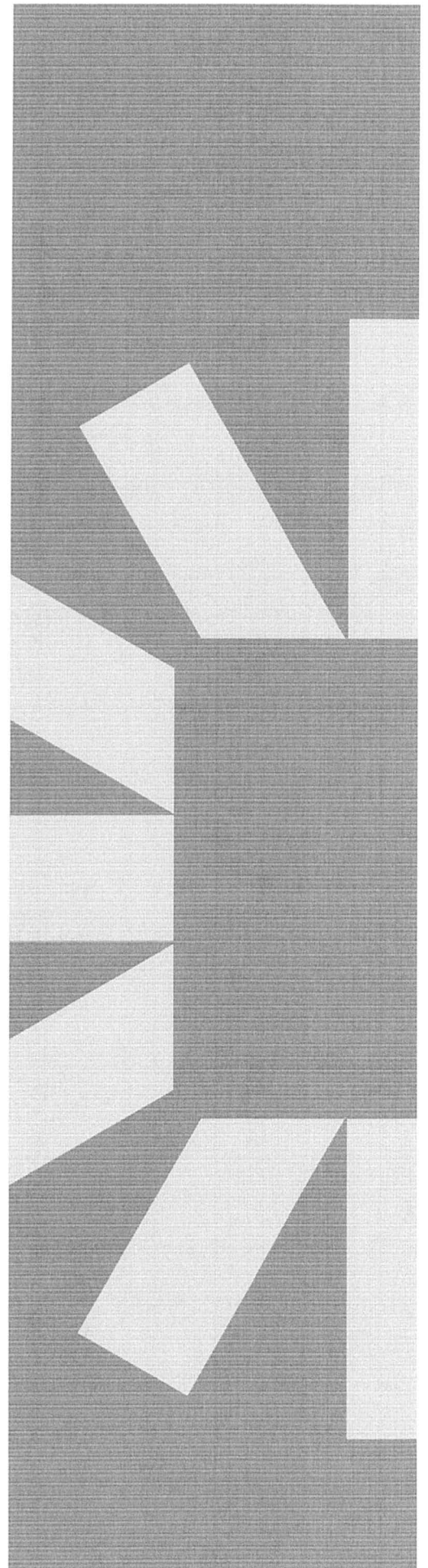
**City of University Heights**

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Type: **RHS**

Account Number: **800304**

**MissionSquare**  
RETIREMENT



## ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of this day, (please enter date) \_\_\_\_\_ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the **City of University Heights** ("Employer") a local governmental instrumentality organized and existing under the laws of the State of **Ohio** with an office at **2300 Warrensville Center Road, University Heights, Ohio 44118**.

### RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the Retirement Health Savings ("RHS") Program provided by MissionSquare available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II);

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "MSQ Funds Class S") available through VantageTrust II for the investment of plan assets as referenced in the Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

The MSQ Funds Class S are available only through adoption of VantageTrust II; and

MissionSquare provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, and benefit disbursement.

## AGREEMENTS

### 1. Acceptance of RHS Program

Employer agrees to make the RHS Program provided by MissionSquare available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and MissionSquare, and in general shall be as set forth in the RHS Program materials developed by MissionSquare and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and MissionSquare may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *VantageCare RHS Employer Manual*, available electronically through the plan sponsor website upon adoption of the RHS Program.

### 2 Appointment of MissionSquare

Employer hereby appoints MissionSquare as the exclusive Recordkeeper for the RHS Plan to perform all non-discretionary functions necessary for the administration of the RHS Plan with respect to assets in the RHS Plan transferred to its administration.

The functions to be performed by MissionSquare and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

### 3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

### 4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) MissionSquare is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare will handle participant information in the manner described in the Business Associate Agreement to be executed between the Plan and MissionSquare, a form of which is provided as Exhibit A to this Agreement.

### 5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound

or to which it is a party.

- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by MissionSquare and provided to the Employer.
- (c) Employer is required to send in contributions through the plan sponsor website, the online plan administration tool provided by MissionSquare.
- (d) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies MissionSquare of any such local or state requirements.
- (e) Employer acknowledges that the RHS Plan is a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore is subject to HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act ("ACA"). An employer sponsoring the Plan is responsible for complying with the HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.
- (f) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (g) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.
- (h) Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies MissionSquare otherwise, Employer authorizes MissionSquare to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

7. Compensation and Payment

Absent an explicit agreement to the contrary between MissionSquare and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) Asset-based fees will be included in the daily unit value of each MSQ Fund Class S, and no separate asset-based fees will be assessed.
- (b) A \$ 25 annual account administration fee will be charged quarterly to each Accountholder's account.
- (c) The account administration fee is subject to change with appropriate prior notification.
- (d) **Compensation for Advisory and other Services to MissionSquare Funds Class M.** Employer acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MSQ Funds Class M, which are collective funds serving as the underlying funds to certain MSQ Funds Class S.

8. Contribution Remittance

Employer understands that amounts contributed to the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS Program materials and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred, MissionSquare will return it to Employer with proper instructions.

9. Responsibility

- (a) MissionSquare shall not be responsible for any acts or omissions of any

person with respect to the Plan, or its related Trust, other than MissionSquare in connection with the administration or operation of the Plan or its related Trust.

- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold MissionSquare harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

10. Indemnification

Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending **5 years** after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust II as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.



- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by MissionSquare through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60-day period, the Employer notifies MissionSquare in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

13. Notices

All notices required to be delivered under this Agreement shall be delivered electronically, personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

14. Complete Agreement

This Agreement, with an executed Business Associate Agreement, shall constitute the sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of **Ohio**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.



In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

**CITY OF UNIVERSITY HEIGHTS**

By \_\_\_\_\_  
Signature / Date

By Dennis Kennedy  
\_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT  
CORPORATION doing business as  
MISSIONSQUARE RETIREMENT**

By   
\_\_\_\_\_  
Erica McFarquhar  
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts\_ICMA-RC@missionsq.org

## Exhibit A

### RHS HIPAA BUSINESS ASSOCIATE AGREEMENT FOR PLAN NUMBER 800304

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Administrative Services Agreement entered into between **City of University Heights** on behalf of Plan Number **800304** ("Covered Entity" or "**City of University Heights RHS**") and The International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("Business Associate") on (please enter date) \_\_\_\_\_, and is effective as of the effective date of the Administrative Services Agreement (the "Effective Date").

#### RECITALS

Covered Entity is a group health plan that reimburses medical expenses for eligible participants, their spouses, and their dependents. Under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity is required to enter into this BA Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI"), as defined herein, that is created, maintained, received, or transmitted by Business Associate on behalf of Covered Entity.

Business Associate is a record keeper providing administrative services to Covered Entity. In general, Business Associate will not have access to information that would traditionally be considered PHI because participant medical information used to substantiate reimbursements is sent directly to and reviewed by a third-party claims processor. The third-party claims processor has agreed to protect PHI that it creates, maintains, receives, or transmits in a manner that is consistent with and as stringent as the terms agreed to by Business Associate under this BA Agreement with respect to information that could be considered PHI. Business Associate has access to information that might be interpreted as PHI, including an individual's participation in the plan, reimbursement amounts, and the timing of reimbursements.

In consideration of the mutual promises below and the exchange of information pursuant to this BA Agreement and in order to comply with all legal requirements for the protection of this information, Covered Entity and Business Associate agree as follows:

#### 1. DEFINITIONS

- a. The following terms used in this BA Agreement shall have the same meaning as those terms are defined in the HIPAA Rules: Breach, Data Aggregations, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- b. "Administrative Services Agreement" refers to a separate agreement outlining the services MissionSquare will provide to Covered Entity and the terms and conditions governing the provision of such services. The Administrative Services Agreement is made between MissionSquare and **City of University Heights RHS** or its sponsor, acting on behalf of **City of University Heights RHS**.
- c. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean MissionSquare.
- d. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference this BA Agreement, shall mean **City of University Heights RHS**.
- e. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- f. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR 170 and 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- h. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, Subparts A and C.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this BA Agreement or as required by law.
- b. Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI in Business Associate's custody or control, to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement.
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the BA Agreement of which it becomes aware not more than 60 calendar days after Business Associate discovers such non-permitted Use or Disclosure, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident for which it becomes aware.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Make available, within 30 calendar days of the request of Covered Entity, PHI in a Designated Record Set in Business Associate's custody or control, to Covered Entity, or as Directed by Covered Entity, to an individual, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.
- f. Make any amendment(s) to PHI in a Designated Record Set in Business Associate's custody or control as directed in writing by the Covered Entity pursuant to 45 CFR 164.526 no later than 60 days after receipt of such request, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as requested by Covered Entity in writing and as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
- h. Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- i. Not directly or indirectly receive remuneration in exchange of PHI.
- j. Comply with the administrative simplification rules applicable to standard transactions, if Business Associate conducts such transactions under the electronic data interchange rules on behalf of Covered Entity.
- k. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- a. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Administrative Services Agreement and as permitted by this BA Agreement.
- b. Business Associate may Use or Disclose PHI as required by law or to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(i).
- c. Except as otherwise limited by this BA Agreement, Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the

Covered Entity's Minimum Necessary policies and procedures when such are provided by the Covered Entity to Business Associate.

- d. Business Associate is authorized to de-identify information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.
- f. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- g. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

#### **4. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY**

- a. Covered Entity shall notify Business Associate of any limitations in the Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will Use or Disclose PHI for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
- e. Covered Entity shall notify Business Associate of any confidential communication requests with which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent such requests would affect Business Associate's Use or Disclosure of PHI.

#### **5. TERM AND TERMINATION**

- a. This BA Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Administrative Services Agreement, subject to the provisions below regarding the return or destruction of PHI.
- b. Business Associate authorizes termination of this BA Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement, and Business Associate has not cured the Breach or ended the violation, following written notice to the Business Associate, within a reasonable period of time not to exceed any reasonable cure period defined in the Administrative Services Agreement.
- c. Upon termination of this BA Agreement for any reason, Business Associate, with respect to PHI Received from Covered Entity, or created, maintained, or received from Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI;
  - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Paragraph 3(f);
  - v. Return to Covered Entity or, if agreed to Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;
  - vi. Notwithstanding any other provision of this BA Agreement, upon termination, Business Associate may also transmit PHI to another Business Associate of the Covered Entity upon the written request of the Covered Entity.
- d. The obligations of Business Associate under Section 5, Term and Termination, shall survive the termination of this BA Agreement.

## **6. GENERAL PROVISIONS**

- a. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or amended.

- b. The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA rules.
- d. Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.
- e. The invalidity and unenforceability of any provision of this BA Agreement shall not affect the enforceability of any other provision of this BA Agreement or the Administrative Services Agreement, which shall remain in full force and effect.
- f. All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address that each party specifies in writing.
- g. This BA Agreement and the Administrative Services Agreement constitute the entire agreement between the parties with respect to its subject matter and constitute and supersede all prior agreements, representations, and understandings of the parties, written or oral, with regard to the same subject matter.

**CITY OF UNIVERSITY HEIGHTS RHS**

By \_\_\_\_\_  
Signature / Date

Dennis Kennedy  
\_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION  
RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT**

By   
\_\_\_\_\_  
Erica McFarquhar  
Authorized Representative

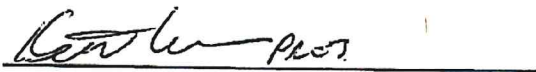
## MEMORANDUM OF UNDERSTANDING #2

This Memorandum of Understanding (MOU) is entered into between the City of University Heights (Employer) and the International Association of Fire Fighters, Local 974 (Union) and sets forth the following understandings and agreements associated and in conjunction with the parties Collective Bargaining Agreement (CBA).

1. The parties are signatories to a CBA with a duration of July 1, 2020 through June 30, 2023.
2. The parties agree to have ongoing negotiation in regard to establishing a Health Care Account (HCA). The purpose is to assist members that will be retiring with an option to disperse a portion of their final sick leave and vacation payout into an HCA for future health care costs.
3. The parties also agree that these negotiations will begin no later than January 1, 2021 and will continue until an agreement has been made or a ruling has been determined by a conciliator.
4. In the event an agreement has not been made between the parties, this item will be a part of the re-opener for negotiations of the CBA in 2021.

This Memorandum of Understanding is entered into this 31<sup>st</sup> day of October, 2020.

FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 974:



FOR THE CITY OF  
UNIVERSITY HEIGHTS:

