

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



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

**EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026**

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## **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. 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 workdays 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 workday is 10-hours and the work year is 2080 hours for 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.

**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.

Requests for compensatory time off must be submitted to the Employer at least twenty-four (24) hours in advance of the requested day(s) off, unless otherwise approved by the shift OIC. The parties agree that where an employee has been denied the usage of compensatory time on a specific date, he shall be offered an alternative day for compensatory time usage within the next thirty (30) days, be offered cash payment the amount of hours denied, or the employee may withdraw the request for usage.

**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 training and EDGE 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:

- 1) Any training requested by an employee and approved by the Chief of Police, or his designee, shall be paid at the base rate of compensation; this includes any initial training or certification(s) related to a special assignment, or any EDGE training.
- 2) Any training required, outside the employee's regular scheduled work hours, by the Division of Police, City, County, State, or Federally shall be paid at the overtime compensation rate or credited to an employee's compensatory time bank; this includes training required to maintain credential(s) or certification(s) related to a special assignment.

(C) All travel time to and from training 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.

- (B) 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 employee was acting within the scope of his duties for the City of University Heights, 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.
- (C) 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 three (3) hours for stand-by, so that the shift will be continuous.
- (D) 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, 2023 through June 30, 2026.

Rank (Classification)	Annual Compensation		
	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025
	4%	4%	2%
Ptl. 3rd Grade (0-12 mos.)	\$82,259.47	\$85,549.84	\$87,260.84
Ptl. 2nd Grade (13-24 mos.)	\$86,664.64	\$90,131.22	\$91,933.85
Ptl. 1st Grade (25 + mos.)	\$91,071.07	\$94,713.92	\$96,608.19

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      \$2,100.00

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 \$1,000.00.

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 any course of study and receives the degree of Associate 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 in any course of study 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's 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.

**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 \$1,400.00 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 Juneteenth, July Fourth, Thanksgiving, and Christmas Day. Employees who are scheduled to work on Juneteenth, July Fourth, Thanksgiving, and Christmas Day shall receive time and one-half pay. Employees who are mandated to work on Juneteenth, July Fourth, Thanksgiving, and Christmas Day shall receive double time. Regardless of such additional compensation, employees who work on Juneteenth, 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:

<b>YEARS OF SERVICE WITH THE CITY</b>	<b>VACATION WEEKS (HOURS)</b>
<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 the length of continuous employment and service calculated from the date of hire as a full-time 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.** Any vacation time set to be earned during the calendar year shall be made available to be scheduled at the start of the new year and not withheld until the anniversary date. However, should an employee leave employment with the City prior to their anniversary date, the Employer shall deduct from the employee's final paycheck any amount of vacation that was taken but not earned prior to the anniversary date.

## **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. 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 \$50,000.00 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**

July 1, 2023, 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. 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 official OP&F Retirement.

At the time of official OP&F 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 workdays, "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.
  - (a) 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 one (1) additional ninety (90) calendar day period.
  - (b) However, if at the end of the original ninety (90) day period, the employee is still totally disabled and unable to report for work and the injury is a direct result of a "Critical Incident," the "high risk" leave shall be extended for an additional ninety (90) calendar day period.
  - (c) "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) A “Critical Incident” is any incident in which a law enforcement officer sustains serious physical harm or death at the hands of another, to include “friendly fire” situations.
  - (c) The event herein described must be duly logged and a written report submitted to the Chiefs office during the shift in which it occurs by the employee if able or by his/her OIC or designee.
  - (d) 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.
  - (e) 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 workdays 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 Days.**

Effective January 1, 2018, employees will be allowed to take three (3) Personal 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, Personal Days shall be subject to the following restrictions:

- (A) Requests for Personal Days must be submitted at least forty-eight (48) hours prior to the scheduled Personal 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 Personal Day;
- (C) Personal Days cannot be used on federal holidays or on any calendar day before or after a federal holiday. (i.e., Personal days cannot be utilized on July 3rd, July 4th, or July 5th).

In the event use of a Personal Day results in the payment of overtime to another employee, the employee who takes the Personal 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 Days not taken during the calendar year do not carry over to the following calendar year. Personal 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 full-time police employee with at least one (1) year full-time service with the Department in the uniformed division shall receive, in addition to all other forms of compensation and expense reimbursement, two thousand dollars (\$2,000.00) 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 one thousand dollars (\$1,000.00) 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 receive a complete outfitting supplied by the City. In each subsequent calendar year, the employee shall receive the Uniform and Equipment allowance outlined in Section 1 of the Article.

**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 with just cause;
- (C) Is laid off more than three (3) years;
- (D) Is absent without notice for three (3) consecutive workdays;
- (E) Fails to report for work when recalled from layoff within three (3) workdays 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 prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer.

**Section 2.** Parties agree that the FOP/OLC grievance form will be used for any grievance filed.

**Section 3.** 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:** A written grievance must be filed with the immediate supervisor within fourteen (14) calendar days of the alleged violation of this Agreement. Within fourteen (14) 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 2:** If the grievance is not satisfactorily settled in Step 1, the employee and/or the Union may appeal the Step 1 answer to the Chief of Police or his designated representative within fourteen (14) calendar days after receipt of the Step 1 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 fourteen (14) 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 3:** If the grievance is not satisfactorily settled in Step 2, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within fourteen (14) calendar days after the receipt of the Step 2 decision. Such appeal shall be in writing and shall include a copy of the original grievance. The Mayor 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 fourteen (14) calendar days after receipt of the appeal. The Mayor or his designated representative shall reply in writing within ten (10) calendar days after the end of the meeting.

**Section 4. 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 5. 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 6.** 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 F.O.P./O.L.C. 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 four (4) Union representatives and not more than four (4) 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 and parking expenses incurred during any training which occurs outside Cuyahoga County, upon the submission of receipts, for all members

in the bargaining units. The City shall provide a Per Diem at the current GSA rate per day for meal expenses for any training outside of Cuyahoga County. Receipts shall not be required to be submitted upon returning from training. 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.

**Section 15. Personnel Files.** Any discipline inserted into an employee's personnel file shall be dated, shown to the employee, and the employee shall initial the same, attesting only to the fact that he/she has seen and is aware of the material being put into his/her personnel file. Any time the Employer fulfills a public records request for an employee's personnel file, that employee shall be notified of the request.

## **ARTICLE 19 - DISCIPLINE**

**Section 1.** No non-probationary employee shall be demoted, suspended, discharged, or subject to disciplinary action except for just cause.

**Section 2.**

- A. Discipline will be applied in a corrective, progressive, and uniform manner. However, the City may consider the severity and type of offense when determining the appropriate level of discipline.
- B. Discipline shall take into account the circumstances surrounding the incident, the nature and severity of the violations, the employee's record of discipline, and the employee's record of performance and conduct.
- C. Discipline may consist of documented verbal reprimands, written reprimands, suspension, demotion, or discharge.
- D. Any employee subject to a suspension without pay may request to forfeit vacation and/or incentive leave in lieu of serving the suspension. The approval or denial of such request, in whole or in part, is at the sole discretion of the Employer.

**Section 3. Pre-Disciplinary Hearings.** If the Employer determines that disciplinary action may result in suspension, demotion, or discharge, a pre-disciplinary hearing will be scheduled. The pre-disciplinary hearing procedures shall be established by the Employer and shall be conducted in a

reasonable time period after the alleged incident. Pre-disciplinary hearings will be conducted by a neutral hearing officer, selected by the City. The affected employee(s) may elect to have a representative of the FOL/OLC present at any such pre-disciplinary hearing. The employee shall be provided with a written notice advising him/her of the specific charges and/or policy violations against him/her within forty-eight (48) hours prior to the hearing, unless otherwise mutually agreed.

At the hearing, the employee, or his/her representative, may present any testimony, witnesses, or documents which explain whether the alleged misconduct occurred. The employee shall provide the name of the Union Representative and a list of witnesses as far in advance of the hearing as possible. It is the employee's responsibility to notify the witnesses he/she desires to have attend.

Following the hearing, the Employer shall determine the level of discipline, if any, and shall present the notice of discipline to the employee. The notification of discipline, if any, shall be completed within thirty (30) calendar days of the pre-disciplinary hearing.

**Section 4.** Any disciplinary action may be appealed through the grievance procedure contained in this Agreement, however, only discipline resulting in suspension, demotion, or discharge may proceed to arbitration.

**Section 5. Last-Chance Agreements.** The parties explicitly acknowledge the use and validity of last-chance agreements. Such agreements, when entered into by the Employer and the Union, shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the City, in order to be enforceable.

**Section 6.** The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

**Section 7. Retention Periods.**

1. Documented Verbal Reprimands: six (6) months
2. Written Reprimands: twelve (12) months
3. Suspensions and Demotions: twenty-four (24) months

Discipline for violations related to the Drug and Alcohol Testing Policy, Excessive Force, Workplace Violence, or Discriminatory Harassment/Hostile Work Environment shall have no expiration.

**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 – EMPLOYEE RIGHTS**

**Section 1.** The Union agrees that the Employer has the right to conduct internal investigations as needed and without unnecessary delay. All bargaining unit members called to interview for an internal investigation shall be afforded Garrity and presented with a Garrity Rights form to sign prior to the start of any interview.

**Section 2. Notification of an Internal Investigation.** An employee subject to an internal investigation, as well as the FOP/OLC representative, will be notified without delay of the investigation in writing. Said notification shall include the date and time of the incident under investigation as well as any potential policy violations.

**Section 3. Status of Investigation.** An employee subject to investigation shall be notified in writing upon the completion of the investigation.

**ARTICLE 26 – DURATION**

This Agreement represents an understanding between the Employer and the Union, and it shall be effective from July 1<sup>st</sup>, 2023, until June 30<sup>th</sup>, 2026. 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 10<sup>th</sup> day of October, 2023:

**FOR THE CITY OF UNIVERSITY HEIGHTS**

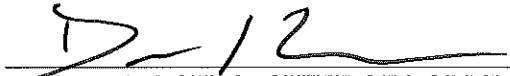


MICHAEL D BRENNAN, MAYOR

**FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL.**



ADAM SHAW, FIELD STAFF REPRESENTATIVE



DUSTIN ROGERS, CHIEF OF POLICE



CHRIS RUSSO, ASSOCIATE



MARTIN ISER, BARGAINING TEAM



JOSH STANTON, BARGAINING TEAM

ATTACHMENT A

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