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AGREEMENT

BETWEEN

CITY OF BEDFORD HEIGHTS

AND

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
BEDFORD HEIGHTS DIVISION
(DISPATCHERS)**

Effective January 1, 2011 through December 31, 2013

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ARTICLE I

PURPOSE

Section 1. This Agreement is entered into between the City of Bedford Heights, Ohio ("City") and the Ohio Patrolmen's Benevolent Association, Bedford Heights Division, Dispatchers ("OPBA").

Section 2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate, through their exclusive bargaining agent, in the establishment of wages, hours, terms and conditions of employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II

RECOGNITION

Section 1. For the duration of this Agreement, the City recognizes the OPBA as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

Section 2. The members of such bargaining unit are all full-time sworn Dispatchers of the City of Bedford Heights, Ohio.

Section 3. The categories of employees excluded from the bargaining are all other full-time and part-time employees of the City.

ARTICLE III

OPBA MEMBERSHIP, MEETINGS AND DUES

Section 1. The City agrees to deduct from each payroll dues, fees and assessments in an amount certified to be current by the Secretary/Treasurer of the OPBA, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the City to the Secretary/Treasurer of the OPBA in the full amount deducted.

Section 2. The City agrees to require each new employee who is not a member of the OPBA, as a condition of employment, to pay to the OPBA by way of payroll deduction a Fair Share Fee as determined by the Secretary/Treasurer of the OPBA but not to exceed the initiation fees, dues and/or assessments paid by OPBA members.

Section 3. Any individual employee who objects to joining or financially supporting the OPBA, based on bona fide religious

tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the OPBA of his objection. The employee will meet with representatives of the OPBA and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the OPBA that this has been done.

Section 4. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the OPBA. Membership in the OPBA is not compulsory. Members of the bargaining unit have the right to join or not to join the OPBA as each may decide. Neither party shall coerce or discriminate against an employee because of his/her decision to join or not to join the OPBA.

Section 5. The OPBA hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the City for any such liabilities or damages that may arise.

Section 6. The City shall not interfere with or prevent bargaining unit members and their representatives from meeting

on City property for the purpose of conducting OPBA business.. However, such meeting time and place shall be presented to the Chief in advance, for approval. The Chief shall not unreasonably withhold approval.

Section 7. Members of the OPBA Contract Committee, which shall not exceed two (2) elected or appointed by the OPBA, shall have authorized leave from duty for all meetings which are arranged by the City and the OPBA without loss of pay.

Section 8. The City will provide an aggregate total of twenty (20) hours per year for Union business, which may be used by officers of the Union to participate in authorized Union meetings provided, however, that prior to such meetings, the employees will advise the Chief or Commander.

ARTICLE IV

NON-DISCRIMINATION

Both the City and the 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 City and the OPBA hereby reaffirm their obligation to comply with federal, state and local laws regarding documentation to discriminate, including discrimination against OPBA membership. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, 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 City, 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 (the City shall supply these in printed form to the OPBA and each employee, and any changes shall be communicated in advance to the Officers of the OPBA);
- (c) To determine the size, composition and adequacy of the workforce;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements for the Department;
- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;

- (g) To lay off employees;
- (h) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (i) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (j) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;
- (k) 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.

ARTICE VI

EMPLOYEE RIGHTS

Section 1. The personnel file for all bargaining unit members shall be maintained under the custody and control of the City. Upon written request, a member shall have the right to review their own personnel file once per year and prior to any disciplinary meeting or hearing. A minimum of twenty-four (24) hours written notice is required when requesting said review.

Section 2. Except for supervisory and administrative personnel with a legitimate need to know, and except for courts of competent jurisdiction and consistent with current federal or state law, a member's personnel file shall not be available for review by anyone. If a request is made to inspect and/or copy records within a member's personnel file pursuant to Revised

Code Section 149.43, the employer shall, if possible, provide a member five (5) working days notice. Within the notice period, the member may pursue any legal means available to protest some or all of the requested disclosure. Any member may copy documents in their file.

Section 3. If upon examining his or her personnel file, a member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the contended inaccuracy. If the Chief concurs, he shall either remove the inaccurate document or attach the member's memorandum to the file noting his concurrence with the member's contentions.

While an employee may not alter any documents reviewed in their personnel file, they may offer written clarification, explanation or rebuttal to any of the file's contents by following the departmental chain of command.

Section 4. Employees who are the subject of investigations of any nature shall be afforded their constitutional rights as required by law, including Miranda and Garrity rights. All investigations shall be done at reasonable times and places and shall be conducted in a manner consistent with professional law enforcement standards.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. The work week is forty (40) hours, the work day is eight (8) hours and the work year is 2,080 hours.

Section 2. The City 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, five (5) shifts per week of (8) eight hours each, as set forth in an assignment list published monthly under the direction of the Chief or his designee. No employee shall be entitled to overtime compensation for these regularly assigned shifts.

Section 4. Employees shall be compensated for overtime hours worked in excess of eight (8) hours in a day or forty (40) hours per week, but not both. 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, including longevity, divided by 2,080 hours. There shall be no adjustment for special assignment pay arising from overtime compensation. Sick leave shall be excluded from the calculation of time in active pay status for overtime purposes.

Section 5. 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 two hundred twenty (220) straight-time 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 earned.

Section 6. Training.

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

(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 either in compensatory time or overtime only at the base rate. (Employees are not to be compensated for non-classroom study time.)

(c) All travel time to and from training, whether voluntary or mandatory, shall be paid either in compensatory time only at the base rate, unless an employee has accumulated two hundred twenty (220) straight-time hours of compensatory time, at which time said training shall be paid in compensation at the base rate.

(d) Officers who are designated and assigned as Field Training Officers (FTOS) shall receive one hour of compensatory

time for each eight (8) hours spent in training or retraining employees.

Section 7. Court Time.

(a) Full-time dispatchers, when required to appear in Bedford Municipal 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 such Court (including reasonable travel time) at a minimum of three (3) hours of regular base pay, or overtime, whichever is appropriate. Full-time dispatchers required to appear in any other courts shall be paid for the actual time spent in attendance at court or a minimum of three (3) hours. In the event that a full-time dispatcher is required to report to duty earlier than normally scheduled in order to appear in Court, following which he/she commences his/her normal shift of duty, or is required to remain on duty after his/her normal quitting time to complete a Court appearance which begins while on duty, he/she 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, 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.

(b) Employees who are required to use their personal vehicle to travel to and from the police station to Court shall receive mileage at the rate established by the City.

Section 8. Call-in Time. Police employees, when required to report to work other than for court or training not contiguous to regular scheduled shift time, shall be paid for actual time worked or a minimum of three (3) hours of compensatory time.

ARTICLE VIII

SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. Employees covered by this Agreement, based on rank, shall receive the following annual compensation for the work year, which shall be known as "Base Pay":

| | (1.0%) 2011 | (1.0%) 2012 | (1.25%) 2013 |
|---|-----------------|-----------------|-----------------|
| DISPATCHERS | | | |
| FIRST GRADE | \$18.00-\$24.90 | \$18.00-\$25.15 | \$18.00-\$25.45 |
| SECOND GRADE | \$16.00-\$18.18 | \$16.00-\$18.18 | \$16.00-\$18.18 |
| More than one year, less than two years service | | | |
| PROBATIONARY | \$15.00-\$17.17 | \$15.00-\$17.17 | \$15.00-\$17.17 |
| One year service or less | | | |

Section 2. Shift Differential. Commencing January 1, 2011, full-time dispatchers working the second shift will receive a shift differential of eighty cents (80¢) per hour. Commencing January 1, 2011, full-time dispatchers working the third shift will receive a shift differential of ninety-five (95¢) per hour.

Section 3. Adjustment for Longevity. Every employee's base pay shall be increased after completion of three (3) years of continuous employment and service by the following percentages:

| <u>Years of Service</u> | <u>Percentage*</u> |
|-----------------------------|--------------------|
| First through third | 0 |
| Fourth and fifth | 2 |
| Sixth and seventh | 2-1/2 |
| Eighth and ninth | 3 |
| Tenth and eleventh | 3-1/2 |
| Twelfth and thirteenth | 4 |
| Fourteenth and fifteenth | 4-1/2 |
| Sixteenth and seventeenth | 5 |
| Eighteenth and nineteenth | 5-1/2 |
| Twenty and twenty-one | 6 |
| Twenty-two and twenty-three | 6-1/2 |
| Twenty-four and over | 7 |

Effective January 1, 2011, no employee shall receive a longevity bonus greater than \$3,400.00 per year.

This adjustment shall be based on a full-time dispatcher's original date of hire or appointment and shall be applied to said employee's first full pay period following his/her anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

Section 4. Pension. The City will make a contribution to the Public Employees Retirement System on behalf of full-time dispatchers as required by state law.

Section 5. Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

ARTICLE IX

VACATIONS - HOLIDAYS

Section 1. Employees shall be eligible for vacation leave with pay after one (1) year of full-time service with the City. Vacation time shall be earned annually as follows:

| | |
|--|---------|
| After one (1) yr. continuous full-time service | 2 weeks |
| After six (6) yrs. continuous full-time service | 3 weeks |
| After twelve (12) yrs. continuous full-time service | 4 weeks |
| After seventeen (17) yrs. full-time continuous service | 5 weeks |

The City will permit up to two (2) weeks of vacation to be taken one day at a time with advance written permission of the Police Department management.

Section 2. Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. No more than one (1) full-time dispatcher per shift shall be allowed off for vacation at any one time. In case of emergency or unusual circumstances requiring a dispatcher to work during his/her vacation period,

said dispatcher shall receive compensation for the time he/she would have had as vacation, if approved by the Chief.

Section 3. 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 after December 31, 2004 by the City who has previously accumulated vacation time due from another public employer.

Section 4. Selection of Vacations.

(a) Each January, each full-time dispatcher, in order of seniority, shall specify on a list provided by the City the weeks (maximum of two (2) weeks) he or she desires to take off for vacation. Separate vacation lists shall be provided for each shift. No more than one (1) full-time dispatcher per shift shall be allowed off for vacation at any one time unless approval is granted in writing by the Chief of Police or his/her designee. After all full-time dispatchers have been provided the opportunity to select their initial two (2) week vacation period, those full-time dispatchers entitled to additional weeks of vacation shall choose, by seniority, one (1) week at a time, from the available weeks remaining on the vacation list for his or her shift. Such procedure shall be followed until all employees have exhausted their vacation entitlement. All selections must be made prior to January 31 of each year. As

indicated, vacations, insofar as practicable, will be granted according to employee requests. However, the Chief shall have exclusive authority to allot vacation periods and to change such allotments.

(b) Full-time dispatchers shall be permitted to "split" up to two (2) weeks of vacation with prior approval of the Chief.

Section 5. **Holidays.** Each full-time dispatcher shall be entitled to eleven (11) paid holidays (88 hours) and two (2) personal days per calendar year as approved by the Chief of Police. No full-time dispatcher shall be entitled to time off on a city, state or federal holiday unless such time is requested and approved by the Chief of Police, 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 or his designee). Full-time dispatchers who are required to work on a holiday shall be paid one and one-half (1-1/2) times their regular rate of pay.

ARTICLE X

HOSPITALIZATION AND LIFE INSURANCE

Section 1. (a) The City will make available group insurance benefits to full-time dispatchers through Medical Mutual, or equivalent benefits provided by another carrier consistent with the health care plan attached hereto as Exhibits "A" and "B". Effective 01/01/11 all employees shall contribute

eight percent (8%) of the premium for family health insurance and eight percent (8%) of the premium for single health insurance. All employees shall contribute towards the premium for either single or family health insurance; however, employee contributions shall not exceed ninety dollars (\$90.00) per month. In addition, employees will be required to pay a co-pay of fifteen dollars (\$15.00) per visit as outlined in the attached schedules.

The City shall create a Section 125 plan which will permit the City to make contributions on a pre-tax basis.

(b) Newly-hired full-time dispatchers will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) The City will provide to all eligible full-time dispatchers a Health Care Benefit Plan, Dental Insurance and Vision Care benefits as described in Exhibits "A" and "B" attached hereto, with contributions as noted therein (or benefits of the same overall level or greater as described in Exhibits "A" and "B" provided by other carriers). As part of the above-described health care plan, the City will provide a prescription drug program with a co-payment of ten dollars, twenty dollars and thirty dollars (\$10.00/\$20.00/\$30.00) for

orders or refills of Generic Drugs/Brand-Name Drugs/or Formulary Drugs, respectively, as described in Exhibit "C".

Section 2. **Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee. An employee, at his/her own cost, may request an additional \$20,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

ARTICLE XI

SICK LEAVE

Section 1. Each full-time member of the bargaining unit shall be entitled to sick leave of four and six-tenths (4.6) hours for each completed eighty (80) hours worked. Employees may use sick leave, upon approval of the Chief or his designee, for absence due to illness, injury, or exposure to a contagious disease which could be communicated to other employees.

Section 2. When sick leave is used, it shall be deducted from employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Chief or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Chief or his designee feels that

such affidavit is necessary to prevent abuse of the provisions of this Article. The City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City to ascertain the nature and extent of illness claimed. Employees abusing the provisions of this Article are subject to discipline, up to and including discharge.

Section 3. Each full-time dispatcher shall be entitled to sick leave of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. Sick leave shall not be counted towards completed hours of service under this section or any other section of this Contract pertaining to sick leave. Unused sick leave shall be cumulative without limit for sick leave purposes. The previously accumulated sick leave of an employee who has been separated from the public service of the City may be placed to his/her credit upon his/her re-employment by the City, upon approval of the Mayor.

Section 4. Effective January 1, 2008, each member of the collective bargaining unit with ten or more years of service at the time of separation (i.e., retirement, layoff, death, dismissal or resignation) shall receive pay for unused sick leave based upon his or her rate of pay at the time of separation for one-half of his or her accrued but unused sick leave. Such payment shall be made only once to any employee upon separation

Section 5. For purposes of compensation under this provision, hourly rate of pay shall be defined as an employee's actual base rate excluding all other wage tied benefits.

Section 6. Eighteen (18) hours of compensatory time shall be accrued by every bargaining unit member for each six-month period without using sick time. The six-month periods shall be measured January to June of each year and July to December of each year.

ARTICLE XII

MATERNITY LEAVES

Each female employee of the City shall be notified that it is the policy of the City of Bedford Heights to treat maternity-related matters of pregnancy, childbirth and related medical conditions as follows:

- (a) Any disability caused or contributed to by maternity-related matters of pregnancy, childbirth or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions. It is determined that a reasonable recuperation period, in the absence of extenuating medical problems, should not exceed 60 calendar days. (60 calendar days equals 8.5 weeks or 43 sick days.)
- (b) Any employee required to be absent from work due to pregnancy, childbirth or related medical conditions shall be entitled to use any existing sick leave for medical treatment for the employee or her child and for a period of time for recuperation of the employee not necessitating medical treatment not exceeding a total of 43 sick days.
- (c) In the event that an employee desires to not use sick leave credits for pregnancy-related matters, she may

request and receive a leave of absence without pay for a period of 60 calendar days, provided that such leave of absence shall be requested before sick leave is used for such purpose and further provided that once such leave of absence is granted, the employee shall not thereafter be entitled to use sick leave for pregnancy-related matters.

- (d) The employee shall apply for any necessary sick leave or shall apply for a leave of absence in lieu of sick leave upon the basis of pregnancy, childbirth or related medical condition as soon as she becomes aware of such condition.
- (e) An employee may use, but shall not be required to use, vacation time for periods of disability caused or related to pregnancy, childbirth or related medical conditions upon her written request.
- (f) In the further event that an employee requires more time than she has entitlement to based upon sick leave, such employee may be granted up to a combination of 60 calendar days of sick leave, vacation time upon her written request and a leave of absence without pay, during which her re-employment shall be guaranteed. For example, in the event an employee has sick leave entitlement to cover only 30 calendar days, she will be granted a leave of absence, without pay, for an additional 30 calendar days in order to have a minimum of 60 calendar days.
- (g) In order to use sick leave for maternity matters beyond the 43 sick days, the employee shall be required to submit a doctor's report setting forth that the employee is not physically capable to perform her duties and the specific medical problems of herself or her child which are causing such disability. Failure to supply such evidence of disability before the end of the 60 calendar day period will be considered an abuse of sick leave privileges.
- (h) Due to unusual or prolonged medical problems, additional sick leave or leave of absence may be granted upon recommendation of the department head and approval of the Mayor for good cause shown.

- (i) During any leave of absence for such purposes, the employees' benefits other than pay or compensation shall continue to accrue.

ARTICLE XIII

FUNERAL LEAVE

Section 1: When death occurs in the immediate family of any employee (legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandchildren and grandparents), an employee, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent), provided the employee attends the funeral service. Such payment will be at the employee's normal rate.

Section 2: If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and the Chief may agree to another method.

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law. In the case of a declared war, the City shall pay the difference between the employee's pay with the City and his or her military pay.

Section 2. 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.

Section 3. Unpaid Personal Leave. Leaves of absence for good reasons without pay may be granted at the sole discretion of the Chief and the Mayor.

ARTICLE XV

CLOTHING ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE

Section 1. Clothing Allowance. Each full-time dispatcher shall receive in addition to his/her regular compensation, an annual allowance toward the purchase of regularly prescribed uniform. Such allowance shall be a maximum of Five Hundred Dollars (\$500.00) in any twelve-month period, (2011-2013), except that the maximum allowance for all new appointees during their first year of service shall be in such amount as is approved by the Chief to provide sufficient adequate uniforms and equipment. All such uniforms shall be purchased by the employee who shall present to the Chief or his designee a proper receipt of such expenditures. The uniform allowance shall be paid by check issued to the employee and distributed to the Chief or his designee in the amount of Two Hundred Fifty Dollars (\$250.00) on April 15, and an equal amount on October 15 of each

year. Distribution of the checks shall be made by the Chief or his designee to the employees upon presentation to the Chief or his designee of the above-required receipts. The Chief or his designee shall collect all such receipts and forward them to the Director of Finance.

Each full-time dispatcher shall, in addition to the above, receive an annual maintenance allowance as follows: Five Hundred Twenty-Five Dollars (\$575.00) for 2011, Five Hundred Seventy-Five Dollars (\$575.00) for 2012 and Five Hundred Seventy-Five Dollars (\$575.00) for 2013 for cleaning of such uniforms. Maintenance allowance shall be issued to the employee and distributed by the Chief or his designee in equal amounts on April 15 and October 15 of each year.

Section 2. Any dispatcher incurring damage or destruction to any personal equipment, clothing or gear, in the performance of his/her official duty, shall be entitled to reimbursement from the City upon presentation of a claim to the Chief, with satisfactory proof thereof.

Section 3. Reimbursement of Clothing Allowance. Any uniforms or equipment paid for by the City pursuant to this provision shall be and remain the property of the City during an employee's probationary period. Upon receiving a permanent appointment such uniform or equipment shall become the property of the employee. All probationary employees who do not receive

a permanent appointment or leave the City during the probationary period shall return to the City all uniforms and equipment paid for by the City.

ARTICLE XVI

SENIORITY

Section 1. Seniority for a full-time employee shall be that employee's length of continuous service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his/her most recent date of hire. An employee shall have no seniority during his/her 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 for cause;
- (c) Is laid off more than one (1) year;
- (d) Is absent without notice for five (5) consecutive duty days;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice by certified mail (return receipt requested) to such employee's last known address as shown on the City's records.

Section 3. Probationary Period.

(a) All new employees shall be considered to be on probation for a period of one (1) year from the date of employment. If the conduct, capacity, fitness or aptitude of a probationary employee is unsatisfactory, he/she may be discharged at the sole discretion of the appointing authority at any time. Such employee 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. For the term of this Agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

ARTICLE XVII

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 City. The prompt and fair disposition of

grievances involves important obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his/her grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 2. A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, working conditions, or discipline.

Section 3. Definitions:

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

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

(c) Day. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

Section 4. If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

Section 5. An employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the grievance procedure.

Section 6. The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

Section 7. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having such grievance informally adjusted without submitting a formal grievance pursuant to the terms of this Agreement. In the event a grievance is adjusted without the filing of a formal grievance, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. In addition, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

Section 8. The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue any other remedies. If an employee pursues other remedies not provided herein, he is deemed to automatically

waive and forfeit the remedies provided by this grievance procedure.

Section 9. Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the City fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

Section 10. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

Section 11. Procedure.

Step 1:

An employee may present his/her grievance orally or in writing to the Commander, through the OPBA representative or personally. The Commander shall attempt to adjust the matter in a meeting between the OPBA representative, the aggrieved and himself/herself. If the grievance is presented orally and the Commander's disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the OPBA. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (a) A statement of the grievance clearly indicating the question raised by the grievant;
- (b) Remedy or correction which is desired;
- (c) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (d) The date the grievance occurred.

The Commander shall give his answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within five (5) days of receipt of the Commander's disposition.

Step 2:

Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the OPBA representative and the Chief, at which time the grievance shall be discussed. The Chief shall render a disposition in writing within ten (10) days following the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal may be filed with the Mayor within five (5) days from the date of the Chief rendering his decision. A copy of the Chief's decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held

with the aggrieved party and his/her OPBA representative. Either party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the OPBA's representative with a copy to the employee within twenty (20) days from the date of the hearing.

ARTICLE XVIII

ARBITRATION

Section 1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the City, then within three (3) days after the rendering of the decision at Step 3 or a default by the City at Step 3, the OPBA may submit the grievance to arbitration. Within this three (3) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request that the American Arbitration Association ("AAA") submit a panel of seven (7) arbitrators from its National Academy panel, and the arbitrator shall be selected in accordance with AAA's then-applicable rules.

Section 2. 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 an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.

Section 3. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

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

Section 7. The OPBA agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the OPBA failed to fairly represent a member of the bargaining unit in the exercise of his/her rights in this procedure.

ARTICLE XIX

NO STRIKE/NO LOCKOUT

Section 1. The OPBA 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, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

Section 3. The OPBA shall, at all times, cooperate with the City 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 OPBA 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 City are prohibited and are not in any way sanctioned or approved by the OPBA. Furthermore, the OPBA shall also immediately advise all employees to return to work at once.

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

ARTICLE XX

**COMPENSATION AT RESIGNATION, DISMISSAL,
RETIREMENT OR LAYOFF**

Section 1. If a full-time dispatcher is eligible to receive vacation, holiday, longevity, compensatory time, or any other pay normally received in the course of employment, which also includes pro rata pay due for the current year at the current rate of pay in accordance with the applicable provisions of the ordinance of the City, it shall be paid to the employee or in the event of death, to the employee's estate.

Section 2. Sick time will be disbursed in accordance with Article XI.

ARTICLE XXI

MISCELLANEOUS

Section 1. (a) **Reimbursement of Training Expenses.** If an employee voluntarily terminates his/her employment with the City within one (1) year from initial date of employment, the employee will reimburse the City for the cost to the City 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 City.

(b) Any new training, schooling, classification or position will be offered to all existing members before any new members are hired for said purpose.

(c) The City shall pay for schooling and/or training if approved by the Chief.

Section 2. Printing and Supplying. This Agreement and any future Agreement shall be supplied to each employee by the City and the OPBA within thirty (30) days after execution of the Agreement at no cost to the employee. The City shall supply the OPBA with necessary paper, and the OPBA shall print the Agreement and supply each member with a copy of the Agreement.

ARTICLE XXII

SAFETY AND LABOR RELATIONS COMMITTEE

Section 1. To provide for means of better communication and understanding between the City of Bedford Heights and the OPBA, a Safety and Labor Relations Committee is established. The committee shall consist of no more than two (2) representatives each from the City and the bargaining unit. The chairman of the OPBA Negotiating Committee shall notify the Chief of Police as to OPBA representatives.

Section 2. The committee shall meet not more than once per calendar quarter to confer on matters of mutual concern. At least one (1) week prior to any quarterly meeting, either party may submit in writing an agenda to be discussed. Individual

grievances shall not constitute appropriate subject matter for this committee.

Section 3. The parties have agreed that interdepartmental policy on the following specific subjects will form the Agenda for the initial committee meetings.

Dispatchers' rights to include, at the least, "citizen complaints" and "personnel records." Personnel records discussions will include the length of time matters of derogatory nature should remain in an individual's file.

Section 4. The Safety-Labor Relations Committee shall be established no later than sixty (60) days after the full execution of the current Agreement.

ARTICLE XXIII

LEGALITY

It is the intent of the City and the OPBA that this Agreement comply in every respect with the applicable legal statutes and City Charter provisions and requirements. If it is determined that any provision of this Agreement is in conflict with such statutes or Charter provisions, such provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

ARTICLE XXIV

OBLIGATION TO NEGOTIATE

Section 1. The City and the OPBA acknowledge that during negotiations which preceded this Agreement, each had the

unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. For the life of this Agreement, the City and the OPBA each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXV

DURATION

This Agreement shall be in full force and effect from January 1, 2011, through December 31, 2013. Upon written notice by either party to the other, given on or before December 31, 2013, negotiations for a new agreement commencing January 1, 2014, shall begin. Such negotiations shall begin within one (1) week after notice is given. If no notice is given then by either party, this Agreement, as in effect on December 31, 2013, will continue in effect for succeeding calendar years, except that either party may, on or before November 1 of each succeeding year, give written notice to negotiate a new Agreement to commence the following January 1. The provisions

Dispatch

of this Agreement except where otherwise indicated shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 23rd day of September, 2011.

CITY OF BEDFORD HEIGHTS

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

By: *Fletcher Berger*
Mayor Fletcher D. Berger

By: *Holly Romanelli*

By: *Kenneth A. Schuman*
Kenneth A. Schuman
Labor Counsel

By: *Thomas J. Feinberg*

By: *Kevin Powers*
Kevin Powers
OPBA General Counsel

Approved:

Ross S. Cirincione
Ross S. Cirincione
Law Director