

AN AGREEMENT

Between

THE VILLAGE OF BROOKLYN HEIGHTS

And

FRATERNAL ORDER OF POLICE
LODGE NO. 67 / BROOKLYN HEIGHTS DIVISION

EFFECTIVE: January 1, 2017

EXPIRES: December 31, 2019

Table of Contents

ARTICLE 1	PREAMBLE	1
ARTICLE 2	PURPOSE AND INTENT	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	RECOGNITION	2
ARTICLE 5	NON-DISCRIMINATION	2
ARTICLE 6	DUES DEDUCTIONS	2
ARTICLE 7	NO-STRIKE	3
ARTICLE 8	PROBATIONARY PERIOD	3
ARTICLE 9	ASSOCIATION REPRESENTATION	4
ARTICLE 10	EMPLOYEE RIGHTS	4
ARTICLE 11	DISCIPLINE	5
ARTICLE 12	DUTY HOURS	5
ARTICLE 13	OVERTIME PAY	6
ARTICLE 14	COURT TIME & TRAINING	6
ARTICLE 15	HOLIDAYS	7
ARTICLE 16	VACATIONS	7
ARTICLE 17	SICK LEAVE	8
ARTICLE 18	FUNERAL LEAVE	9
ARTICLE 19	INJURY LEAVE	10
ARTICLE 20	JURY DUTY	10
ARTICLE 21	INSURANCE	10
ARTICLE 22	LONGEVITY	10
ARTICLE 23	WAGES	11
ARTICLE 24	FIELD TRAINING OFFICER	12
ARTICLE 25	UNIFORM ALLOWANCE	12
ARTICLE 26	LAY-OFF AND RECALL	12
ARTICLE 27	MISCELLANEOUS	12
ARTICLE 28	FIREARM TRAINING	13
ARTICLE 29	DRUG TESTING	13
ARTICLE 30	CONFORMITY TO LAW	13
ARTICLE 31	TOTAL AGREEMENT	14
ARTICLE 32	OBLIGATION TO NEGOTIATE	14
ARTICLE 33	GENDER AND PLURAL	14
ARTICLE 34	HEADINGS	14
ARTICLE 35	LEGISLATIVE APPROVAL	14
ARTICLE 36	DURATION	15
ARTICLE 37	GRIEVANCE PROCEDURE	15
ARTICLE 38	ARBITRATION PROCEDURE	17
ARTICLE 39	FAMILY AND MEDICAL LEAVE ACT	18
ARTICLE 40	SUCCESSOR NEGOTIATIONS	18
ARTICLE 41	EXECUTION	19

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the Village of Brooklyn Heights, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Lodge No. 67/Brooklyn Heights Division, hereinafter referred to as the "FOP".

ARTICLE 2 PURPOSE AND INTENT

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

ARTICLE 3 MANAGEMENT RIGHTS

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

3.02 In addition, the FOP agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 RECOGNITION

4.01 The Employer hereby recognizes the FOP as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, for all full-time employees employed and occupying the position of patrol officer, detectives and police sergeants and lieutenants, excluding the Chief of Police, all jailers, part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

4.02 The Employer will furnish the FOP 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.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, color, religion, creed, national origin, age, sex or disability.

5.02 The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 6 DUES DEDUCTIONS

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

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

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

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

ARTICLE 7

NO-STRIKE

7.01 The FOP hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

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

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

7.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

7.05 The Employer shall not lock out any employee for the duration of this Agreement.

ARTICLE 8

PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period consisting of twelve (12) months of full-time employment following the date of hiring and completion of the Ohio Peace Officers Training Academy. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review, the Civil Service Commission, or the Village Council.

8.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall be appealable through any grievance or appeal procedure contained herein to the State Board of Review, the Civil Service Commission, or the Village Council.

8.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph .01, above.

ARTICLE 9

ASSOCIATION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the employee requests a representative to be present. The processing of grievances shall not include investigation of grievances. The FOP Representative will also be allowed, once a month, to attend FOP Lodge Business Meetings, while on duty, yet remain on call.

9.02 The Employer agrees that the elected representative of the FOP or designee may trade shifts for the purpose of attending FOP meetings or functions. Notice of the trade must be given to the Chief three (3) days before the time is taken. The trade will be allowed, provided that it does not create any added expense to the Employer.

ARTICLE 10

EMPLOYEE RIGHTS

10.01 An employee has the right to the presence and advice of a FOP representative at all disciplinary interrogations.

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

10.03 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

10.04 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

10.05 An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the FOP present when reviewing his file. A one (1) time request for copies of items included in the file shall be honored by the Employer. Any time new disciplinary information is added to the file, the employer shall provide the employee with a copy. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Any negative information more than three years old shall not be held against the employee when being considered for promotions.

10.06 All complaints by civilians against a patrol officer, detective, sergeant, or lieutenant in the Police Department shall be reduced to writing if possible by the person receiving such complaint, and signed by the complaining witness if possible and immediately transmitted to the Chief of Police or his designee.

Should the complaint be resolved, it shall be so noted on the complaint.

In the event a citizen complaint shall result in formal disciplinary action against an employee, said employee may, upon written request, be given a copy of the complaint, and the name of the complainant, if available. Employees shall have the right to respond to citizen complaints or adverse documents by placing a written response in the personnel file. Such responses must be made within ten (10) days of a document placed in the personnel file by the Employer.

ARTICLE 11

DISCIPLINE

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

11.02 Disciplinary action taken by the Employer of a non-probationary employee shall only be for just cause.

11.03 The Employer will send a notice of proposed disciplinary action to the employee setting forth the charges. The employee may accept the proposed action or may request a pre-disciplinary hearing before the Mayor who shall conduct a pre-disciplinary hearing within ten (10) days after - the request. The Employer may impose discipline within ten (10) days of the pre-disciplinary hearing.

11.04 Any disciplinary suspension or termination may be grieved through arbitration as set forth in Article 40.38 Reprimands are grievable only through the last step of the Grievance Procedure. The decision of the Mayor at that point shall be final and binding.

ARTICLE 12

DUTY HOURS

12.01 The regular work hours for all sworn police officers covered by this Agreement will be forty (40) hours within each seven (7) day cycle. Duty hours and assignments will be made by the Employer according to operational needs of the Department.

12.02 Employees may switch schedules or "swap" shifts with one another, with the advance written approval of the Chief of Police or his designee. The Chief or his designee must be notified not less than three (3) days prior to the proposed change. Switching or swapping of shifts shall not create or cause overtime.

ARTICLE 13

OVERTIME PAY

13.01 All police officers, for work actually performed in excess of eight (8) hours in any work shift or forty (40) hours in the employees' regular work cycle, when approved by the Chief of Police or immediate supervisor, shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate. For purposes of overtime, only holiday time used in place of a regularly scheduled work day shall be counted as time worked. No other time in paid status shall count for purposes of overtime unless specifically provided for otherwise in this agreement.

13.02 A police officer who works more than forty (40) hours in a seven (7) day cycle shall be paid time and one-half in cash for all hours over forty (40) unless the officer chooses payment in compensatory time according to Department policy. If the officer elects compensatory time, (1 ½) times fully completed hours shall be placed in a "comp time" bank for future use as pay, or taken as time off when approved by the Chief of Police. Any fraction of an hour of overtime will be paid in cash. Comp time may accumulate up to a maximum of forty (40) hours, but not limited to usage of forty (40) hours, at any time in the calendar fiscal year. Once an officer reaches the forty (40) hour maximum, all earned overtime will be paid in cash. The employee further reserves the right to be paid for any or all of his bank time in any pay period throughout the year. All comp time not used prior to seven (7) days before the last pay period of the calendar year shall be paid in the final pay period of the calendar year. Comp time may be used in increments of not less than one (1) hour.

ARTICLE 14

COURT TIME & TRAINING

14.01(A) Any employee who must show up or return to work as directed or to appear in court in a capacity related to his official duties as an employee in the Village of Brooklyn Heights, prior to or after leaving work, or on a day when he is not scheduled to work, shall be compensated at the rate of a minimum of three (3) hours or a minimum of four (4) hours if the employee has worked the night shift immediately preceding the employee's court appearance. Employees may receive overtime for court time according to the provisions of §13.01.

14.01(B) TRAINING OR RANGE TIME: Range Time and Training Hours are to be set by the training officers and approved by the Chief or his designee. Employees shall be compensated at a rate of at least two (2) hours minimum, and may receive overtime under the provision of §13.01.

14.02 In the event the court time precedes and abuts the employee's shift, he shall be paid the premium rate only up to the commencement of his shift. He shall then revert to his regular hourly rate.

14.03 Any employee who must appear in any court must use a Village vehicle for transportation purposes to and from the court appearance to be eligible for Court time compensation as set forth in § 14.01, above. Personal vehicles are not to be used by employees for court appearances.

Only in the event that a Village vehicle is not available, an employee may use his personal vehicle, with approval by the Police Chief or a designee, for court appearances. An employee who uses his personal vehicle shall be compensated a mileage allowance at the rate applicable to all Village employees.

ARTICLE 15 HOLIDAYS

15.01 On January 1st of each contract year, each officer will be credited with eighty-eight (88) hours of holiday time. First year officers will receive eight (8) hours for each recognized holiday as they occur following the hiring date. The eleven (11) recognized holidays are as follows:

New Year's Day	Independence Day
Presidents' Day	Columbus Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day After Thanksgiving
Christmas Day	

15.02 An officer can use a paid holiday on any scheduled work day between January and November of each calendar year with approval of the Chief of Police. Holidays will be chosen by seniority prior to April 1st of each year and on a first come, first serve basis thereafter. All holidays must be used by the last day of the last full pay period ending in November of each calendar year. Unused holidays will be paid in cash in the first pay period in December. Holiday time may be taken in increments of not less than eight (8) hours. Employee may elect at any point during the year to cash out holidays, provided the Village may collect on any paid-but-earned holidays from separation pay.

15.03 An employee who actually works a holiday shall be paid one and one-half (1 ½) times the normal rate for working the holiday.

15.04 Each employee shall be entitled to three (3) personal days per calendar year. Personal days shall not accumulate and may be taken only with approval of the Chief or designee. Personal time may be taken in increments of not less than one (1) hour.

ARTICLE 16 VACATIONS

16.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

	<u>Days</u>
One (1) year	1 week
Two (2) years	2 weeks
Five (5) years	3 weeks
Ten (10) years	4 weeks
Fifteen (15) years	4 weeks and 3 days

Twenty (20) years	5 weeks
Twenty-five (25) years	5 weeks and 3 days

16.02 Earned vacation will be awarded on the employee's anniversary date in accordance with the above schedule, however, an employee may use vacation leave based upon the above schedule in a calendar year based upon the employee's anniversary date in that year. In the event an employee uses an additional vacation leave prior to earning such time at his anniversary date and is separated from service prior to his anniversary date, such employee shall reimburse the advanced vacation to the Employer in his last paycheck.

16.03 Employees will choose vacation dates by seniority up to April 1 of any calendar year. Thereafter, vacation selection shall be on a first come first serve basis.

16.04 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

16.05 Vacation time may be used in the fiscal calendar year. An employee may use vacation leave based upon the above schedule in any calendar year provided that any employee who utilizes vacation leave prior to earning the time on his anniversary date and separates from Village service shall reimburse the Employer as provided above. Vacation time shall not be carried over from one year to another without express written authorization of the Employer. Any vacation time that is unused within the year granted, shall be deemed forfeited unless authorized for approved carryover.

16.06 Any employee of the Employer who has accumulated earned vacation as a part-time employee for the Village or as a full-time employee in another department shall be allowed to transfer his vacation time and credit. The Employer shall not recognize any other prior service credit other than Village employment for purposes of vacation accrual.

ARTICLE 17 SICK LEAVE

17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

17.02 All employees shall earn sick leave at the rate of one and one-half (1 ½) work days for each completed calendar month of service and may accumulate such sick leave to an unlimited amount.

17.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent.

17.04 Sick leave may be used in segments of not less than one (1) hour. Absences for sick leave will be charged against accumulated sick leave in accordance with Ordinance No. 33.05(A)(1) and shall not be subject to change during the term of this Agreement.

17.05 Before an absence may be charged against accumulated sick leave, for the first three (3) consecutive work days upon approval of the Mayor, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician. In any event, an employee absent for sick leave use for more than three (3) days shall be required to supply a physician's report to be eligible for paid sick leave.

17.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without Pay.

17.07 Any abuse, patterned use, or frequent use (exclusive of FMLA leaves) of sick leave shall be just and sufficient cause for disciplinary action.

17.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

17.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and minor children

17.10 Upon the retirement or separation other than disciplinary actions of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer. Any employee who is discharged is not eligible for any payouts under this Article.

ARTICLE 18

FUNERAL LEAVE

18.01 All full-time employees shall be entitled to funeral leave, not deducted from sick leave, of three (3) days, for each death in the employee's immediate family. The Mayor is hereby authorized in his sole discretion to extend this leave as to time and persons based on special facts and circumstances existing at such time.

18.02 Immediate family shall be defined to include only the employee's spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, brother, brother-in-law, sister, sister-in-law, child or grandchild.

ARTICLE 19 INJURY LEAVE

19.01 When an employee is injured in the line of duty while actually working for the Village and while responding to a law enforcement matter, he shall be eligible for paid leave, not to exceed one hundred twenty (120) calendar days from the injury date, providing that he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Such leave shall commence after the employee utilizes his sick leave for the first five (5) work days. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the Employer.

19.02 If at the end of this one hundred-twenty (120) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional one (1) year providing, however, that every ninety (90) days the employee's condition must be evaluated by the Village and his leave extended for another ninety (90) days. After exhaustion of injury leave or denial of an extension, the employee may use sick leave if available.

19.04 An employee on injury leave shall be paid for all holidays.

ARTICLE 20 JURY DUTY

20.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary provided the employee signs over the Village any fees received for such jury duty.

20.02 Any hours spent attending jury duty shall be considered hours worked for purposes of computing overtime pursuant to § 13.01.

ARTICLE 21 INSURANCE

21.01 Effective January 1, 2015, employees shall pay, on a monthly basis, thirteen percent (13%) of the Village's monthly premium cost for the medical plan (including prescription drug coverage) and the dental plan.

21.02 The joint union-village committee for reviewing medical insurance plans will continue to meet every year. Should the joint committee be unable to agree on medical insurance the matter shall be submitted to arbitration pursuant to Article 40. If the joint union-village committee agrees to recommend the purchase of other health insurance, and the recommendation is adopted by Village Council, this Article will be rewritten to describe the new coverage and any changes in deductions, contributions, and co-pays.

ARTICLE 22 LONGEVITY

22.01 All employees each year shall receive longevity payments after completion of the required length of continuous full-time service, pursuant to the following schedule:

<u>After completion of</u>	<u>Longevity payment</u>
5 years	\$ 900.00
10 years	1,150.00
15 years	1,500.00
20 years	2,000.00
25 years	2,300.00

22.02 Longevity payments shall be made in lump sum on the basis of completion of the appropriate full year of service on December 1 or the next business day if December 1 falls on a weekend or holiday.

ARTICLE 23 WAGES

23.01 Effective at the beginning of the first full pay period in January all full-time employees shall receive wages according to the following schedule:

PATROLMAN (BASE SCALE)	<u>2017</u>	<u>2018</u>	<u>2019</u>
	2.5%	2.25%	2.0%
Probation (1 st 6 months)	\$27.14	\$27.75	\$28.31
Probation (2 nd 6 months)	\$29.54	\$30.20	\$30.80
2 nd Year of Service	\$32.11	\$32.83	\$33.49
3 rd Year of Service	\$33.42	\$34.17	\$34.85
4 th Year of Service	\$34.74	\$35.52	\$36.23
SERGEANT	<u>2017</u>	<u>2018</u>	<u>2019</u>
	\$39.26	\$40.14	\$40.94
LIEUTENANT	<u>2017</u>	<u>2018</u>	<u>2019</u>
	\$44.36	\$45.36	\$46.26

23.02 The phrase "year of service" shall consist of three hundred sixty-five (365) days or three hundred sixty-six (366) if one (1) of the calendar years consists of three hundred sixty-five (365) days computed from the original appointment for the first year of service, including any probationary period served, and for each successive service year thereafter computed from an annual anniversary thereof.

23.03 No employee shall work at any other employment for compensation unless he has written approval from the Chief of Police. Requests for outside employment shall be denied where nature of the work or the hours interfere with the efficiency of the Police Department or its members.

23.04 Officer in Charge. The senior patrolman assigned as Officer-In-Charge (OIC) of any shift when neither a sergeant nor a lieutenant is on duty shall receive an additional hour of pay

which shall be paid in cash as payment for working OIC the entire eight (8) hour shift. Unless the Chief determine otherwise, an OIC is not required during the first shift, Monday through Friday when the Chief is on duty. The Chief's presence does not affect second or third shift.

23.05 First Responder Pay. Employees certified for CPR/Defibrillator use shall be entitled to an annual One Thousand Two Hundred Fifty Dollars (\$1,250.00) lump sum payment, not applied to the base wages, and payable in June.

ARTICLE 24 FIELD TRAINING OFFICER

24.01 Any officer assigned as Field Training Officer (FTO), shall receive a premium allowance equal to one (1) hour of pay which shall be paid in cash for each shift he serves as FTO. Only trained and certified FTOs are eligible for the premium.

ARTICLE 25 UNIFORM ALLOWANCE

25.01 All full-time employees shall receive an annual uniform allowance in the form of an in store account in the amount of Six Hundred Dollars (\$600.00) for the year 2017; Six Hundred Fifty Dollars (\$650.00) for the year 2018, and Seven Hundred Dollars (\$700.00) for the year 2019, and Two Hundred Dollars (\$200.00) maintenance allowance per year payable in One Hundred Dollar (\$100.00) increments in June and December in each calendar year.

ARTICLE 26 LAY-OFF AND RECALL

26.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines that it is necessary to reduce the size of its work force such reduction shall be made in accordance with the Ordinances of the Village.

ARTICLE 27 MISCELLANEOUS

27.01 The Employer agrees, to the extent possible, to give employees reasonable notice of any departmental meetings or mandatory special details. In the event an employee is subpoenaed to appear in court, the Employer agrees to notify said employee as soon as is reasonably possible after receipt of the subpoena by the Village.

27.02 The FOP will be allowed one (1) bulletin board for official FOP notices to be located in the locker room or other appropriate place selected by the Employer. There will be no posting of inflammatory material or material which may be defamatory in nature.

27.03 An Employee who resigns their position must provide the Mayor with written notice. This notice must be received by the office of the Mayor, with a minimum of fourteen (14) calendar days prior to the date of separation. Failure to provide the minimum notice will void the use of any personal or holidays during the employee's final two weeks of employment.

ARTICLE 28 FIREARM TRAINING

28.01 The Employer agrees to provide employees in the bargaining unit with, at minimum, adequate firearm training under the Ohio Revised Code.

ARTICLE 29 DRUG TESTING

29.01 Drug screening/testing may be conducted at times of pre-employment, annual physical, and randomly. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

29.02 All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

29.03 The Village has the right to test employees for the use of illegal drugs, legal drugs not lawfully prescribed, and alcohol based on reasonable suspicion, random testing and for workplace injuries and accidents, per the Village's Personnel Policy and Procedure Manual and Drug-Free Workplace Policy. Testing positive may result in discipline up to and including termination. Refusing to cooperate with a directed drug/alcohol test shall result in termination.

29.04 No drug testing shall be conducted without the authorization of the Department Head. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

29.05 The employee and the FOP shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 30 CONFORMITY TO LAW

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

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

ARTICLE 31 TOTAL AGREEMENT

31.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

ARTICLE 32 OBLIGATION TO NEGOTIATE

32.01 The Employer and the FOP 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 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.

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

ARTICLE 33 GENDER AND PLURAL

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

ARTICLE 34 HEADINGS

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

ARTICLE 35 LEGISLATIVE APPROVAL

35.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the

additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 36 DURATION

36.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2017 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2019.

ARTICLE 37 GRIEVANCE PROCEDURE

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

37.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the FOP, provided that the adjustment is not inconsistent with the terms of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be construed as a request to go further. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- g) This grievance procedure shall be the sole and exclusive remedy for employees to challenge alleged violations of the terms of this Agreement.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) 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.

37.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

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

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved party an answer. The Chief of Police shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 38

ARBITRATION PROCEDURE

38.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members names will be stricken alternately (FOP striking first) until one (1) name remains, who shall be designated the arbitrator to hear the grievance in question.

38.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

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

38.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. 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.

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

38.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this list shall be: 1) Dennis Minni; 2) Harry Graham; and, 3) Nels Nelson.

38.08 The FOP agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the FOP failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 39

FAMILY AND MEDICAL LEAVE ACT

39.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth herein below.

39.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

39.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

ARTICLE 40

SUCCESSOR NEGOTIATIONS

40.01 The parties hereby agree that if either party desires to amend, modify or renew this Agreement at the expiration of this Agreement, such party must give notice between ninety (90) and sixty (60) days prior to the expiration date, subject to the Letter of Understanding attached as Exhibit B. The parties further agree that in the event the parties cannot resolve such successor

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Exhibit B. The parties further agree that in the event the parties cannot resolve such successor negotiations, all unresolved issues may be submitted to arbitration (conciliation) pursuant to Article 40 of this Agreement.

40.02 The parties further agree that all procedures and rules contained in O.R.C. Section 4117.14 and the Ohio Administrative Rules shall govern such arbitration for unresolved issues. The parties agree to split the costs for the arbitration under this provision.

ARTICLE 41

EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 6th day of ~~December~~, 2014-2016.

FOR THE FOP:

Lawrence Zakrajsek #35
LAWRENCE ZAKRAJSEK

APPROVED AS TO CONTENT
FOR THE FOP:

Robert M. Phillips, Esq.
ROBERT M. PHILLIPS, ESQ.

FOR THE EMPLOYER:

Michael S. Prociuk
MICHAEL S. PROCUK, MAYOR

APPROVED AS TO CONTENT
FOR THE CITY:

Jon M. DiLenc
JON M. DILENO, ESQ.
Jonas Downer