

**CONTRACT BETWEEN**  
**THE VILLAGE OF CUYAHOGA HEIGHTS**  
**AND**  
**THE FRATERNAL ORDER OF POLICE,**  
**LODGE 67**

**EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Village of Cuyahoga Heights (hereinafter "Village" or "Employer") and the Fraternal Order of Police, Lodge 67 (hereinafter "F.O.P." or "Union") As used herein, the term "employee" refers to members of the bargaining unit.

## **ARTICLE 1 - PURPOSE**

**1.01** The purpose of this Agreement is to provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of the Village of Cuyahoga Heights.

## **ARTICLE 2 - RECOGNITION**

**2.01** For the duration of this Agreement, the Village recognizes the F.O.P. as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

**2.02** The members of the bargaining unit covered by this Agreement are all full-time Patrolmen through Lieutenant(s) employed by the Village.

**2.03** To be "full-time," an employee must be regularly scheduled to work eight (8) hours per day and forty (40) hours per week.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** Nothing in this Article shall be construed to restrict or to limit any management authority. The Village is not required to bargain on subjects reserved to the management and direction of this governmental unit, except as it affects wages, hours, and conditions of employment as noted in this Agreement. Unless otherwise modified by this Agreement, the parties shall be subject to all rights, protections, and obligations of the Village and Police Department's Work Rules. "Work Rules" include Personnel Policies and Procedures, Rules and Regulations, and Standard Operating Procedures.

**3.02** Except as limited under this Agreement, the management rights include, but are not limited to, the right to manage, direct and supervise employees, including the right to select, train, hire, including all appropriate pre-hire testing procedures, promote, transfer, demote, retain, assign, reassign, evaluate, retrain, lay off, discipline for just cause which includes reprimand, suspend, discharge, discipline, or termination for just cause, to manage and determine the location, type and number of physical facilities, type of equipment, utilization of technology, functions, programs, products, service standards, and the work to be performed, to determine the Village's goals, objectives, programs, services, and products and to utilize employees in a manner determined by the Village effectively and efficiently to meet those purposes; to establish, administer and/or eliminate programs; to determine the adequacy, size and composition of the work force and the department's organizational structure, including the right to lay off employees from duty; to promulgate and enforce reasonable work rules, policies, procedures and practices; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the assignment of work, assignment of work location, hours and/or shifts of work, and

work schedules/rotations (including designation of off days); to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained and upon which each employee shall be evaluated; to determine overtime, the scheduling and/or assignment of overtime and the amount of mandated overtime; to determine the budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location/assignment of equipment; to determine the Village's goals and mission; to determine the conduct and performance expected of employees in an emergency situation; to require training; and 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 Village in accordance with the provisions of this Agreement, except as modified or restricted by the terms of this Agreement.

**3.03** Supervisors may perform work customarily performed by employees within the bargaining unit. Specifically, supervisors shall be able to instruct employees in the bargaining unit and, in addition, may replace bargaining unit employees as needed.

**3.04** In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the Village. Further, the exercise of any enumerated or reserved management rights shall not be subject to negotiation, during the term of this Agreement, either with respect to the decision or its effects.

**3.05** All of the rights, powers, authority, and functions the Village had prior to the negotiation of this Agreement are retained by the Village except as expressly abridged by a specific provision of this Agreement. The Village does not waive any of said rights, powers, authority, and functions or its right to exercise them in some other way not in conflict with a specific provision of this Agreement by not exercising the rights, powers, authority, and functions reserved to it, or by exercising them in a particular way.

#### **ARTICLE 4 – NON-DISCRIMINATION**

**4.01** The parties agree that neither the Village nor the F.O.P. shall discriminate against any individual on the basis of age, sex, marital status, race, creed, national origin, handicap, political opinions or affiliations, or Union membership. Further, 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.

**4.02** All employees of the Employer within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein except as otherwise expressly provided in the Agreement.

#### **ARTICLE 5 - OVERTIME**

**5.01** For the purpose of this Agreement, a work day shall consist of eight (8) hours per day. The normal work week for employees shall be forty (40) regularly scheduled hours.

**5.02** All overtime must be approved by the Chief of Police or his designated representative. The Chief of Police or his designated representative can require union members to work overtime. Employees shall receive one and one-half (1-1/2) times his or her regular hourly rate for all hours of time worked in excess of forty (40) hours in a workweek. "Time worked" shall not include personal sick time, duty-related sick time, and jury duty.

**5.03** Employees who currently work rotating shifts shall work rotating bi-weekly shifts including weekends, if it falls within his or her shift.

**5.04** All employees shall sign in and out of work.

#### **ARTICLE 6 - COMPENSATORY TIME**

**6.01** All full-time employees of the Police Department may request from the department head compensatory time off in lieu of overtime worked, subject to the terms and conditions of this Article.

**6.02** The total cumulative compensatory time off logged for each employee shall not exceed eighty (80) hours, at any one time, from January 1 to the last pay period of the then current year. The Payroll Clerk shall keep an account of each employee's total compensatory time accumulated and compensatory time used.

**6.03** When an employee requests compensatory time off from the department head in lieu of overtime worked, (the time is equal to time & one-half [1.5]) the time worked may be credited to compensatory time off during the same pay period as it was earned.

**6.04** The compensatory time that is accumulated may be used by the employee at any time during the year upon the prior approval of the department head. The time must be scheduled so that it will not cost the Village overtime for the services of other employees in the Police Department.

**6.05** In no event shall any employee have the option of using more than eighty (80) hours of compensatory time off per year. At year's end, an employee may roll over up to forty (40) hours to the succeeding year, but must be paid at his or her regular rate of pay for all hours accumulated in excess of forty (40) hours. An employee may also cash in up to 40 hours of compensatory time during the calendar year with a written request provided to the employer in the pay period prior to the pay period the cash-in is desired.

#### **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

**7.01** The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. Any employee, who pursues any other available remedy other than provided by this procedure, shall be foreclosed from any further action on such grievance under this provision.

**7.02** A form grievance shall be reduced to writing. All grievances must contain the following information:

1. Aggrieved employee's name;
2. Date of event leading to the grievance;
3. A description of the incident giving rise to the grievance;
4. Date grievance was filed in writing;
5. Specific articles of the Agreement violated;
6. Desired remedy to resolve the grievance; and
7. Signature of grievant.

**7.03** All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive a step of the grievance procedure. Any grievance not answered by the Employer within the stipulated time limits may be advanced to its next step in the grievance procedure. Any grievance not advanced to its next step within the stipulated time limits by the Union shall be considered resolved at the last step's reply. All time limits on grievances may be extended upon mutual consent of the parties. Work days as defined in this Article shall be Monday through Friday, excluding Village designated holidays.

**7.04** STEP 1 – The Union Steward or employee shall refer the written grievance to the Chief of Police or his designee within five (5) work days of the occurrence which gave rise to the grievance. The Chief shall have ten (10) work days in which to schedule a meeting with the Union Steward or employee to be held within thirty (30) days of the original filing date. The Chief shall investigate and respond in writing to the Union Steward or employee within ten (10) work days following the meeting date.

STEP 2 – If the grievance is not resolved in Step 1, the Union Steward or employee may refer the grievance to the Mayor within seven (7) work days after receiving the Step 1 reply. The Mayor or his designee shall have seven (7) work days in which to schedule a meeting with the Union Steward or employee, to be held within thirty (30) days of advancement to Step 2. The Mayor or his designee shall investigate and respond in writing to the Union Steward or employee within ten (10) work days following the meeting.

STEP 3, Arbitration – If the grievance is not satisfactorily settled in Step 2, the FOP may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

The Employer and the FOP shall agree to request a list of seven (7) impartial arbitrators from the American Arbitration Association (AAA) within ten (10) working days of submission of the request for arbitration. The parties shall meet or arrange to select an Arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the FOP during the term of this Agreement, the FOP shall be the first to strike a name from the list, and then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA.

For subsequent arbitrations, the first strike shall alternate between the parties.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

**7.05** The decision of the Arbitrator shall be binding upon the FOP and the Employer.

**7.06** All costs directly related to the service of the Arbitrator shall be equally divided between the Employer and the FOP. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

#### **ARTICLE 8 – SPECIAL A.I.D.S. COMPENSATION**

**8.01** When a member of the Union has been diagnosed as having contracted Acquired Immune Deficiency Syndrome (A.I.D.S.) in the course of his or her duties, the Village shall compensate the employee the difference between his or her disability pension and the base salary the employee would have earned until the earlier of the employee's date of death or his or her earliest possible date of actual retirement had he or she been capable of continuing to work.

#### **ARTICLE 9 – NO STRIKE/NO LOCKOUT**

**9.01** The F.O.P. agrees that they will not directly or indirectly call for, instigate, sanction, or encourage a strike or any other type of job action by employees during the term of this Agreement.

**9.02** The F.O.P. agrees to actively seek stoppage of any type of job action by a member or members of the bargaining unit.

**9.03** The Village agrees not to lock out the F.O.P. during the term of this Agreement.

#### **ARTICLE 10 – VACATIONS**

**10.01** All bargaining unit members shall be entitled to vacation with pay as follows:



<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION</u>
Start of 2 <sup>nd</sup> year through 5 completed years of service	12 working days
Start of 6 <sup>th</sup> year through 10 completed years of service	21 working days
Start of 11 <sup>th</sup> year through 15 completed years of service	26 working days
Start of 16 <sup>th</sup> year onward	33 working days

**10.02** Employees who have served less than 1 year shall not be entitled to vacation.

**10.03** All vacations must be taken during the calendar year of entitlement and shall not carry over from year to year.

**10.04** If an employee's anniversary falls between December 15 and December 31, such employee shall take his or her first vacation between November 15 and December 15 of that 1<sup>st</sup> full calendar year.

During the calendar year of the employee's fifth (5<sup>th</sup>), tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) anniversaries, he or she shall be entitled to take his or her vacation allocation at any time during that calendar year.

**10.05** If an employee is unable to use his or her vacation time by the end of a calendar year due to an extraordinary job-related illness, an accident or other circumstance, he or she may make written request, during that calendar year. The Mayor can give written approval for the employee to be paid for such accumulated, unused vacation. Such payment shall be made by April 30 of the following year. However, an employee is permitted to roll-over one (1) week vacation into the next calendar year so long as that rollover time is used by April 30 of that calendar year. A request for the roll over must be made in written form and granted by the Police Chief.

**10.06** In the event an employee leaves the employment of the Village for any reason other than disciplinary discharge, the employee shall be paid a lump sum for the balance of any unused vacation accumulated in the calendar year in which the employee leaves. In the event of an employee's death, the lump sum shall be paid to his or her surviving spouse. If there is no surviving spouse, the lump sum payment shall be paid to the employee's beneficiary as was designated in writing by the employee with the Village Clerk. In the absence of such written designation, the lump sum payment shall be paid to the employee's estate.

## **ARTICLE 11 – HEALTH INSURANCE**

**11.01** The Village shall provide employees the same health insurance as provided to all Village employees. This coverage will include, in part, a prescription card with a \$5 deductible for generic drugs, and a \$10 deductible for non-generic drugs. The employee will be responsible for the prescription deductible.

**11.02** For the duration of this Agreement, each employee shall pay five percent (5%) of that employee's total monthly premium. Employees will be charged a monthly premium when all covered employees and/or Elected Officials covered by the Village Plan are making an equal monthly contribution.

**11.03** The Village reserves the right during the term of this Agreement to obtain health insurance from a provider other than the current provider, so long as the benefits and costs to employees are equivalent.

## **ARTICLE 12 – IMMUNIZATION PROGRAM**

**12.01** The Police Chief shall create and implement an immunization program for all members of the Police Department. The Police Chief shall consult with the Mayor and Village Solicitor in creating and implementing the immunization program. The program shall contain a provision that if a member of the Police Department refuses to take the prescribed immunization shots, such member shall be required to sign a release form relieving the Village of any liability.

**12.02** The Clerk and Treasurer shall appropriate the necessary funds and pay the necessary expenses required to have all members of the Police Department receive immunization shots.

## **ARTICLE 13 – SICK LEAVE**

**13.01** Employees shall earn .0575 hours of sick time for each hour worked, including overtime hours.

**13.02** Upon approval of the Chief of Police, sick leave may be used for absences due to personal illness, pregnancy, injury, exposure to a communicable contagious disease, for an injury or illness in an employee's immediate family.

**13.03** Pursuant to Section 16.01 of this Agreement, sick leave may also be used to extend the time off allowed for the death of an immediate family member.

**13.04** Unused sick leave shall accumulate but may not exceed 3,500 hours (437.5 days).

**13.05** Sick leave shall be deducted from the employee's accumulated leave in one (1) hour increments.

**13.06** Employees will be required to furnish an affidavit to justify his or her need for sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of the affidavit or the certificate shall be grounds for disciplinary action, including discharge.

**13.07** Upon retirement or death, employees (or his or her beneficiary) shall be paid a lump sum for accumulated and unused sick leave in accordance with the following schedule:

The first 1,500 hours are to be compensated at \$10 per hour, for a maximum cumulative payout of \$15,000. The next 500 hours are to be compensated at \$5 per hour, for a maximum cumulative payout of \$17,500.

**Between January 1, 2017 and December 31, 2017**, any remaining hours beyond 2,000, up to a maximum of 3,500, are to be compensated at \$8.3334 per hour, for a maximum cumulative payout of \$30,000.

**Between January 1, 2018 and December 31, 2018**, any remaining hours beyond 2,000, up to a maximum of 3,000, are to be compensated at \$7.50 per hour, for a maximum cumulative payout of \$25,000.

**After January 1, 2019**, any remaining hours beyond 2,000, up to a maximum of 2,500, are to be compensated at \$5.00 per hour, for a maximum cumulative payout of \$20,000.

Any accumulated but unused sick leave beyond the caps set forth above for 2017 (3,500), 2018 (3,000), or 2019 (2,500), shall be forfeited without compensation, or donate the remaining hours to the sick time bank.

An employee is deemed to have retired within the meaning of this section when he or she applies for and obtains a disability or retirement pension as a result of his or her employment with the Village.

In the event of the employee's death, the forgoing lump sum shall be paid in the following order:

1. Surviving spouse.
2. If no surviving spouse, beneficiary designated by the employee.
3. If no designated beneficiary, the employee's estate.

#### **ARTICLE 14 – FAMILY MEDICAL LEAVE**

**14.01** The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family Medical Leave Act (FMLA). Accrued paid vacation, holidays or sick leave (if medically required) time may be utilized first and shall count towards the leave.

**14.02** The Employer may, at its discretion, grant extended medical leave beyond that which is required by FMLA as set out in Section 14.01. Such extended medical leave shall be without pay. An employee seeking such extended leave shall make a request in writing, stating the dates for which leave is requested, and attaching medical documentation. All accrued sick, vacation, and holiday time must be exhausted prior to an extended leave without pay.

#### **ARTICLE 15 – ON-DUTY INJURY LEAVE**

**15.01** A full-time employee who is injured as a result of performing duties within the scope of his or her work and is unable to work as a result of such injury shall be paid his or her regular compensation during the duration of such disability not to exceed six (6) calendar months from the date that such service-related disability was incurred. Such compensation shall be paid whether or not the member of the Police Department has accumulated sick leave.

**15.02** An employee who is injured as a result of his or her duties and is unable to work as a result of such injury, shall be paid his or her regular compensation during the duration of such disability not to exceed 183 days. The employee will be charged the lesser of 24 hours of accumulated sick leave, the total accumulated sick leave of the employee, or sick leave for the entire duration of the disability, whichever is applicable.

**15.03** Any Police Officer who obtains a paid leave under this section shall file for Workers' Compensation and sign a waiver, assigning to the Village those sums of money (temporary total disability benefits) he or she would ordinarily receive as his or her weekly compensation as determined by law for those number of weeks he or she received benefits under this Article.

**15.04** A certificate of the attending physician or surgeon, certifying to the service-related disability and the cause thereof, shall be filed with the Police Chief or designee before the last day of each month (or more often at the request of the Police Chief) for which disability continues.

**15.05** As a condition of receiving disability leave, an employee shall submit to a medical examination by a medical professional chosen by the Village at any time. The Village may also require the employee to submit to medical examination(s) to clear the employee to return to work. The Village will pay for the aforementioned medical examinations.

## **ARTICLE 16 – BEREAVEMENT LEAVE**

**16.01** Employees are entitled to his or her regular rate of compensation for an absence due to the death of a member of the employee's immediate family pursuant to the following schedule:

<u>Distance to Funeral</u>	<u>Days Off</u>
Less than 100 miles	3 days
More than 100 miles	5 days

Additional time off can be charged to employees sick time. However, in no event shall the total time off from work be more than two (2) weeks of scheduled working time.

**16.02** “Immediate family” includes mother, father, sister, brother, husband, wife, children, mother-in-law, father-in-law, grandchildren, grandparents and spouse's grandparents, whether or not such persons live in the same residence as the employee.

**16.03** Employees shall provide the Chief of Police with a work release or the equivalent from the funeral director before compensation will begin.

**16.03** Permission to attend any funeral service for individuals not defined herein may be requested by a Police Officer pursuant to permission of the Police Chief. The time off will be charged to the employee’s sick leave.

## ARTICLE 17 – HOLIDAYS

**17.01** Members of the bargaining unit shall be entitled to the following holidays with pay:

New Year's Day	Labor Day
President's Day	Veterans' Day
Good Friday	Thanksgiving
Easter	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4 <sup>th</sup>	Christmas Day

**17.02** Should an employee be required to work said holiday, he or she would be entitled to a premium of one-and-one half the employee's regular rate of pay for all hours worked, in addition to the eight (8) hours of holiday pay at the employee's regular rate.

## ARTICLE 18 – PERSONAL DAYS

**18.01** Upon notification to the Department prior to the beginning of an officer's shift, he or she shall be permitted two (2) personal days off per calendar year without loss of pay. Said days off are for personal matters that may occur from time to time and may be taken individually or consecutively.

## ARTICLE 19 – UNIFORMS

**19.01** The Village shall provide the cost of all required dress uniforms. Any uniform ruined or destroyed in the line of duty within one (1) year from the date of purchase shall be replaced by the Village with the approval of the Police Chief. The Chief, subject to the approval of the Mayor, shall designate the design and style of the uniforms for the Department.

**19.02** Allowable items as set out below may be purchased by an employee with approval from the Chief. An employee may purchase an item he or she deems necessary, at intervals designated by the Chief, not to exceed the dollar amount established in the policy set forth by the Chief each calendar year.

As a general rule the following purchase schedule will be followed:

### Schedule A (issued per year)

- 5 approved long sleeve duty shirts
- 5 approved short sleeve duty shirts
- 5 approved pairs of duty pants
- 1 approved pair of uniform footwear (\$200.00 limit)
- 3 approved ties
- 2 approved eight point duty hats
- 1 approved external ballistic vest carrier (\$200.00 limit)

### Schedule B (1 item issued per year/3-year rotation)

- 1 approved lite cruiser jacket or approved "Ike" jacket
- 1 approved rain coat and 1 ANSI Traffic Vest
- 1 approved heavy winter coat/parka

Schedule C (issued ever 5 years)

- 1 approved Ballistic Vest
- 1 approved duty rig (1 duty belt, 1 inner belt, 1 holster, 1 cuff case, 1 mag pouch, 1 radio holster, 3 keepers)

Schedule D (issued after completion of probation or promotion)

- 1 full Class A uniform compliment as set forth in current Uniform Policy

**19.03** The written approval of the Police Chief shall precede any purchases. No allowance shall be made for purchases unless such items are needed. To avoid unnecessary duplication of specified annual uniform items, an employee may designate 20% of the value of his/her entitlement to be allocated to items not specified for that year, but otherwise needed uniform items from Schedule A.

**19.04** The Patrolman/Detective shall be permitted a uniform allowance in lieu of the foregoing, which shall be subject to the approval of the Mayor. Instances where such costs exceed nine hundred dollars (\$900) shall be subject to the prior approval of Village Council.

**ARTICLE 20 – UNIFORM MAINTENANCE ALLOWANCE**

**20.01** In order to facilitate officers in the cleaning/repair and general upkeep of their uniforms and associated leather and equipment, each officer shall receive an annual allowance of \$840. This annual payment shall be made in December of each year via a separate check from their regular pay.

**ARTICLE 21 – OFFICER-IN-CHARGE PAY**

**21.01** When the Officer-in-Charge is unavailable to serve in his or her capacity for a regular shift, the Chief shall schedule an officer to be placed in charge of the shift which shall receive Officer-in-Charge pay equal to the rate of pay of Lieutenant provided that the officer works in that capacity for four (4) hours or more. The Chief shall, as a general rule, select the senior officer to perform in this capacity. However, the Chief may, for operational reasons, schedule another individual for that position.

**ARTICLE 22 – BIENNIAL PHYSICAL EXAMINATIONS**

**22.01** Employees are required to be examined by an outside medical officer of the Village's choice at intervals of no less than two (2) years to ensure the employee's ability to perform the functions of the position.

## ARTICLE 23 – PROBATIONARY PERIOD

**23.01** A new bargaining unit employee shall be on probation for a period of three hundred sixty-five (365) days after starting employment, exclusive of OPOTA training.

**23.02** During the probationary period, a bargaining unit employee shall not have the right to avail himself or herself of the grievance and arbitration procedure of this Agreement for any reason. During the probationary period, the employee is an at-will employee. As an at-will employee, the probationary employee may be removed from the service of the Police Department and from Village employment at any time and for any reason without recourse under this Agreement or otherwise.

**23.03** During the probationary period, a bargaining unit employee is not eligible for the firearm professional proficiency allowance (set forth in Article 28.03). Upon successful completion of the probationary period, a bargaining unit employee will be eligible for the firearm professional proficiency allowance after holding the required certifications (as set forth in Article 28.03) for the entire year after completion of the probationary period. However, the firearm professional proficiency allowance will not be paid for the time spent in the probationary period.

**23.04** A bargaining unit employee is not eligible for the physical fitness incentive (Article 40) during the probationary period.

## ARTICLE 24 – SENIORITY

**24.01** Seniority for a regular full-time employee shall be that employee's length of continuous service as a full-time employee of the Police Department. For the purpose of calculating length of service as a full-time employee, the date of an employee's service shall be counted from his or her most recent date of appointment as a regular full-time employee. An employee shall have no seniority during his or her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of appointment.

**24.02** Seniority shall be terminated for the following reasons:

1. Voluntarily quit or resignation;
2. Discharge for just cause;
3. Involuntary layoff or leave of absence exceeding twenty-four (24) months;
4. Absent without notice for more than three (3) consecutive work days, unless due to circumstances beyond the employee's control;
5. Failure to report to work when recalled from layoff within two (2) calendar weeks from the date on which the Village sends the employee a notice to report to work (to the last known address as shown on the Village's records); or

6. Failure to report to work within two (2) working days following the termination of any excused leave of absence unless such time is extended in writing.

**24.03** If more than one (1) employee has the same seniority date, seniority shall be determined by the highest score on the written Police Department pre-employment exam. If those scores still produce a tie, then seniority shall be determined by the last four digits of each employee's Social Security Number, with the lowest number having the greater seniority.

**24.04** Layoff/Recall. In the event that the Village decides to layoff members of the Bargaining Unit, the layoff will be implemented on the basis of seniority, with the least senior employee laid off first. Upon recall, said recall will be implemented on the basis of inverse seniority. Should the Village choose to layoff by eliminating a particular position within the department, then that employee may exercise (within a particular rank) his or her seniority so as to cause the least senior employee within that rank to bump down into the next lower rank until the least senior bargaining unit employee within the Police Department is laid off. Reinstatement of a position and employee recall shall be on the basis of inverse seniority.

In the event of layoff of full-time Police Officers, should regular part-time police positions remain in existence, full-time bargaining unit employees may bump down to such positions that may be available, as determined by the Employer, based upon seniority to cause the least senior regular part-time officer to be laid off.

**ARTICLE 25 – LONGEVITY COMPENSATION**

**25.01** All employees hired after February 1, 2005 shall be entitled to longevity pay paid as a yearly bonus pursuant to the following schedule:

Years of Service	Per Year
Four or more	\$500
Nine or more	\$1000
Fourteen or more	\$1,500
Eighteen or more	\$1,900
Twenty-two or more	\$2,300
Twenty-four or more	\$2,600

**25.02** All employees hired before February 1, 2005 are entitled to longevity pay paid as a yearly bonus pursuant to the following schedule:

<u>Years of Service</u>	<u>Per Year</u>
Four or more	\$ 1,100
Six or more	\$ 1,400



Eight or more	\$ 1,700
Ten or more	\$ 2,000
Twelve or more	\$ 2,300
Fourteen or more	\$ 2,600
Sixteen or more	\$ 2,900
Eighteen or more	\$ 3,200
Twenty or more	\$ 3,500
Twenty-two or more	\$ 3,800
Twenty-four or more	\$ 4,100

### **ARTICLE 26 – JURY DUTY**

**26.01** An employee called for jury duty or subpoenaed as a witness in a matter where he is not a party will be granted a leave of absence for the period of the jury service or witness service and will be compensated for the difference between his regular pay and the jury or witness pay.

**26.02** To receive the difference between jury or witness pay and the employee's regular pay, the employee must collect the juror or witness fee(s) and sign over the checks to the Village.

### **ARTICLE 27 – SHOW-UP AND RECALL FOR OFF-DUTY SERVICE HOURS**

**27.01** When a full time member of the Police Department is called to duty on behalf of the Village of Cuyahoga Heights, then the following will be paid by the following provisions:

Meetings & Training:

- 2 hrs. for "mandatory trainings or meetings" on any scheduled "off" day
- 4 hrs. for "mandatory trainings or meetings" after a scheduled night shift
- 2 hrs. for any "mandatory trainings or meetings" scheduled prior to or after a scheduled day or afternoon shift.

Court appearances on behalf of the Village of Cuyahoga Heights:

- 2 hrs. for any court appearance on any scheduled "off" day
- 4 hrs. for any court appearance after a scheduled night shift
- 2 hrs. for any court appearance scheduled prior to or after a scheduled day or afternoon shift

Recall, hold-over and call-in:

- Hold over hours will be a contiguous calculation with no minimum
- 2 hrs. for any recall that occurs at more than one hour of previous "day" or "afternoon" shift:  
(Anything less shall be considered "hold-over" for contiguous calculation)

- 4 hrs. for any recall that occurs more than~ hour after end of previous night shift: (Anything less shall be considered "hold-over" for contiguous calculation)
- 2 hrs. min. if called in more than 1 hour prior to scheduled start
- Contiguous calculation if called in at less than 1 hour prior to scheduled start time.
- Contiguous calculation will be to the nearest half hour increment

**27.02** Show-up time shall be paid at the employee's regular rate of pay, plus overtime premium if such is applicable.

**ARTICLE 28 – WAGES AND RANK DIFFERENTIALS/CLASSIFICATIONS**

**28.01** For the duration of the Contract, all members of the bargaining unit shall receive the following base rates of pay:

For 2017:

<u>Police Lieutenant</u> Base Pay	<u>Hourly Rate</u> \$37.3492
<u>Police Officer</u> Base Pay	<u>Hourly Rate</u> \$33.8431
<u>Cadet</u> 1-12 Months	<u>Hourly Rate</u> \$20.9754
13-24 Months	\$26.9164

For 2018, there will be a two percent (2%) increase on the 2017 base rate of pay, for the following hourly rates:

<u>Police Lieutenant</u> Base Pay	<u>Hourly Rate</u> \$38.0962
<u>Police Officer</u> Base Pay	<u>Hourly Rate</u> \$34.5200
<u>Cadet</u> 1-12 Months	<u>Hourly Rate</u> \$21.3949
13-24 Months	\$27.4547

For 2019, there will be a two percent (2%) increase on the 2018 base rate of pay, for the following hourly rates:

<u>Police Lieutenant</u>	<u>Hourly Rate</u>
--------------------------	--------------------

Base Pay \$38.8581

Police Officer                      Hourly Rate  
Base Pay \$35.2104

Cadet                                      Hourly Rate  
1-12 Months \$21.8228  
13-24 Months \$28.0038

Each increase on the base pay rates will be effective with the first full pay period in January of each year of the Contract.

**28.02** In the event that the Village adopts a rank greater than patrolman, but less than lieutenant, the parties agree to negotiate on a modified rank differential.

**28.03** Throughout the term of this Agreement, all members of the bargaining unit that meet or exceed the State of Ohio annual firearms qualification codified in ORC § 109.801 and comply with the Continuing Professional Training Requirements contained within ORC § 109.803, effective April 5, 2011, will be given a professional proficiency allowance in the amount of \$2,500 for each year (2017, 2018, 2019) of the Agreement. The bargaining unit members must hold required certifications for the entire year, or receive payment as a pro-rata basis if discharged during the calendar year for disciplinary reasons or resignation. Retirement or disability shall not be affected by the pro-rata calculation. This \$2,500 will be payable in one annual payment to be made in April of each year via a separate check from their regular pay.

Satisfactory firearms qualifications shall be evidenced by a letter of qualification from the range officer and/or training officer to the employee and Police Chief that each officer has met the requirements as set forth in ORC § 109.801. Satisfactory Continuing Professional Training Requirements shall be evidenced by a written notice from the Ohio Peace Officers Training Commission or appropriate Village authority that each officer has met the annual requirements.

Upon evidence of satisfactory completion, the bargaining unit member is entitled to the above-stated rate during each year of the Agreement, payable in January of each year. Bargaining unit employees in their probationary period (as set forth in Article 23) are excluded from the firearm proficiency allowance.

## ARTICLE 29 – SHIFT INCENTIVE

**29.01** All full-time members of the bargaining unit who are assigned second shifts shall receive a shift incentive of fifty cents (\$.50) per hour for all second shift time worked, which shall be paid in the regular bi-weekly paycheck

**29.02** All full-time members of the bargaining unit who are assigned third shift shall receive a shift incentive of one dollar (\$1.00) per hour for all third shift time worked, which shall be paid in the regular bi-weekly paycheck.

## ARTICLE 30 - SALARY REDUCTION PICK-UP PLAN AND FRINGE BENEFIT PICK-UP PLAN

**30.01** All full-time members of the bargaining unit shall have a “salary reduction pick-up plan” under which the Village shall pick up fifty-five percent (55%) of the ten percent (10%) required contributions (i.e., five and one-half percent (5½%) of the employees, to the Police and Fireman's Disability and Pension Fund (the “Fund”).

**30.02** The salary reduction pick-up plan is intended to comply with the requirements of Section 414(h)(2) of the Internal Revenue Code of 1986 (the “Code”).

**30.03** The salary reduction pick-up plan is mandatory. The amount of said contributions paid to the Fund by the Village via said salary reduction pick-up shall be withheld from the gross compensation of each employee. No employee shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Village to the Fund.

**30.04** The Village specifically acknowledges that the contributions, although designated as employee contributions for purposes of the Fund, are to be paid by the Village in lieu of contributions by its covered employees.

**30.05** The salary reduction pick-up, as set forth in this Article, may be amended from time to time by Village Council, but only for the limited purpose of satisfying any additional requirement(s) arising from any future amendment(s) to Section 414(h)(2) of the Code.

**30.06** All full-time members of the bargaining unit shall have a “fringe benefit pick up plan” under which the Village shall pick up four and one-half percent (4.5%) of the contribution of the covered employees to the Police and Fireman's Disability and Pension Fund (the “Fund”).

**30.07** The pick-up plan is intended to comply with the requirements of Section 414(h)(2) of the Internal Revenue Code of 1986, as amended.

**30.08** The aforementioned pick-up is mandatory and no covered employee shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Village to the Fund.

**30.09** The Village specifically acknowledges that the contributions, although designated as employee contributions for purposes of the Fund, are to be paid by the Village in lieu of contributions by its covered employees.

**30.10** The Village shall pay to the Fund the contributions designated as employee contributions from the same source of funds as used in paying salaries.

**30.11** The pick-up by the Village, as provided for in this section shall apply to the employees covered in this contract.

**30.12** The Clerk is hereby directed to implement all procedures necessary in the administration of the pay of all covered employees in this contract to effect the pick-up of a portion of the statutorily required contributions to the Fund so as to enable the covered employees to obtain the resulting Federal and Ohio tax deferments and other attendant benefits.

**30.13** The fringe benefit pick-up plan, as set forth in this Article, may be amended from time to time by Village Council, but only for the limited purpose of satisfying any additional requirements(s) arisen from any future amendments(s) to Section 414(h)(2) of the Code.

#### **ARTICLE 31 – BULLETIN BOARD**

**31.01** The Village shall furnish one (1) bulletin board to be used by the members of the FOP. Such bulletin board shall be located in a designated area by the Employer and shall be used only for posting notices bearing the written approval of the FOP and shall be solely for FOP business and recreational and social activities of the FOP. There shall be no notices or other writings posted which contain anything political, controversial, or critical of the Village or any other institution or any employee or other persons.

#### **ARTICLE 32 – LIABILITY INSURANCE**

**32.01** Upon terms available, the Village shall provide and pay for professional liability insurance for members of the Police Department.

#### **ARTICLE 33 –ROAD PATROL**

**33.01** Absent emergency circumstances, full-time officers assigned to patrol will be the first offered any “un-scheduled overtime”, (i.e. sick time less than 2 consecutive days), personal days, and un-scheduled vacation days). Said “offer” must be made by personal contact between the individual assigning the overtime and the full-time officer assigned to patrol entitled to the overtime.

#### **ARTICLE 34 – FOP BUSINESS**

**34.01** The Village agrees to credit the FOP, on each January 1, one hundred twenty (120) hours for FOP business use. Such time shall be used at the designation of the FOP Representative, and

will be for, but not limited to, meetings, seminars, or conferences. The FOP Representative must notify the Chief of any meeting of more than a 24-hour time period. All time is subject to approval of the Chief. The time can be used only in the calendar year it is given, and at no time will exceed the one hundred and twenty (120) hours. The application of this clause shall generally not create overtime.

### **ARTICLE 35 – LABOR MANAGEMENT COMMITTEE**

**35.01** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Village's designees shall meet with no more than three (3) representatives of the FOP to discuss issues of mutual labor-management interest. The FOP may substitute an alternative at any Committee meeting.

**35.02** The Party requesting the meeting shall furnish an agenda to the other Party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the FOP, shall include the names of the bargaining unit representatives who will be attending and the matters to be discussed at the meeting. The purposes of such meetings shall be to:

- (a) Discuss matters of mutual concern;
- (b) Notify the FOP of changes made by the Police Chief which affect the bargaining unit;
- (c) Disseminate general information of interest to parties; and
- (d) Discuss ways to increase productivity and improvement of efficiency.

**35.03** It is further agreed that should special labor-management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request is practical.

**35.04** The Labor-Management Committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

**35.05** There shall be a time limit not to exceed two (2) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

**35.06** Matters that are subject to negotiations or the grievance process shall not be discussed without the parties' mutual agreement.

**35.07** Each Party to a Labor-Management Committee meeting shall be responsible for taking their own notes, if they so choose, by stenographic and/or audio recording means. No master notes/recording will be taken of Labor-Management Committee meetings.

### **ARTICLE 36 – SUBSTANCE ABUSE POLICY**

**36.01** (a) Bargaining unit employees may be required to take a drug/alcohol test if there is reasonable suspicion to believe an employee's on-the-job performance is impaired and can be demonstrated based on the existence of objective, identifiable facts.

(b) Bargaining unit employees will also be subject to random drug/alcohol testing for one (1) year following successful completion of rehabilitation as referenced below.

(c) Bargaining unit employees will also be required to take a drug/alcohol test if they have a work place injury where immediate hospital/emergency room medical attention is required.

(d) Alleged use of intoxicants and/or illegal substances will be verified by a urine sample, taken by a certified or licensed lab or hospital, which also provides confirmatory testing (GCMS) for positive test results. Employees who refuse to take a test under one of the above-defined circumstances will be subject to discharge.

**36.02** Employees who test positive for alcohol, illegal drugs or non-prescribed drugs or who are in possession of any of these substances while on Employer property will be disciplined as follows:

(a) 1<sup>st</sup> Offense: The employee will be suspended until he/she has enrolled in a recognized rehabilitation service for substance abuse and completed the program. Failure to enroll within thirty (30) calendar days of the suspension will result in termination.

(b) 2<sup>nd</sup> Offense: If an employee is again discovered in violation of Paragraph 2, the employee will be subject to discharge.

**36.03** It is not the Village's intention to mandate arbitrary testing for substance abuse, but only to ensure the safety of all employees in the workplace. The Village does recognize substance abuse as a disease, and will stand behind any employee who has a recognized problem with substance abuse.

**36.04** Rehabilitation will be paid for through the Group Health Plan at the specified benefit levels.

#### **ARTICLE 37 – COMMUNITY SICK LEAVE BANK**

**37.01** The Parties shall agree to the establishment of an ad hoc community sick time bank to read as follows; provided, however, no sick time will be permitted to be reallocated at retirement:

Any Police Department employee who has used up his or her accumulated sick time and is not covered elsewhere in this Agreement shall be eligible to apply for use of the sick time bank if he or she is a participant in the sick time bank.

**37.02** The sick time bank shall be funded by Police employees by depositing an agreed upon amount of sick time in the sick time bank.

**37.03** Employees soliciting pledges of sick time must exhaust all other forms of pays, including but not limited to vacation, sick leave, etc., before going to the sick time bank.

**37.04** A committee of one (1) FOP representative and one (1) Village representative will review all sick time bank requests.

**37.05** The FOP will notify the Village Payroll Clerk of any usage of the community sick time bank.

### **ARTICLE 38 – LIGHT DUTY**

**38.01** Any employee who requests assignment to light duty and/or who is assigned to light duty by the Police Chief shall first submit a request to the Police Chief with corroboration from the individual's physician as to why and how long the individual will be on light duty. For an employee of light duty to return to full duty status, the employee must submit written proof from a physician stating the above.

**38.02** Any employee assigned a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits including accumulation of seniority attached to their normally assigned position. The assignment must be approved and defined by the Police Chief and a physician selected by the Village may mandate return to full duty work.

**38.03** Assignment to light duty will be made by the Police Chief and shall take into account the nature of illness or injury and the amount of work which can be performed during the period of light duty and work which is available. Assignment of light duty shall not be automatic, but shall be at the discretion of the Police Chief, which discretion shall not be arbitrarily exercised. The Police Chief will determine hours of work and associated benefits such as vacation and sick leave.

### **ARTICLE 39 – ME-TOO PROVISION**

**39.01** The Village agrees that if any bargaining unit is provided a wage compensation increase greater than that received by the FOP, the parties will re-open contract negotiations for the sole purpose of providing the FOP with the additional wage compensation increase. For the purposes of this agreement, the term wage compensation will be broadly defined and include not only periodic monetary earnings, but any wage compensation without regard to the manner in which such compensation is computed.

### **ARTICLE 40 – PHYSICAL FITNESS INCENTIVE**

**40.01** Bargaining Unit members (except for those Bargaining Unit members in their probationary period) shall be eligible to receive a supplemental pay allowance on the following basis:

Employees in the bargaining unit may, on a voluntary basis, once per year, choose to become eligible for an annual Physical Fitness Allowance (PFT) in the amount of five hundred dollars (\$500) commencing in calendar year 2008. In order to become eligible for this allowance, the unit member must sign a waiver, which shall indemnify and hold the employer and Fraternal Order of Police officers, their agents and employee, harmless against any claim, demand, suit on liability (monetary or otherwise) in connection with an employee's efforts to qualify for such allowance.

Any employee may qualify for the full supplemental pay allowance by passing during the contract term all minimum fitness incentive standards for a one-mile run, a series of push-ups, and



a series of sit-ups. The minimum standards are both age and gender specific as set forth below. Successful completion of 100% of all minimum standards shall receive the allowance as set forth above. Successful completion of 75% of all minimum standards in each and every category will receive 75% of the allowance set forth above. Successful completion of 50% of all minimum standards in each and every category will receive 50% of the allowance set forth above. Failure to reach at least 50% of the minimum standard in all categories will result in the employee being ineligible to receive any portion of the above allowance.

Minimum Standards for Males

Event/Age Group	17-21	22-26	27-31	32-36	37-41	42-46	47-51	52-58	57+
Push-ups (# reps)	42	40	39	36	34	30	25	20	18
Sit-ups (# reps)	53	50	45	42	38	32	30	28	27
One mile run (minutes)	7:57	8:18	8:30	8:51	9:09	9:21	9:45	9:54	9:57

Minimum Standards for Females

Event/Age Group	17-21	22-26	27-31	32-36	37-41	42-46	47-51	52-58	57+
Push-ups (# reps)	19	17	17	15	13	12	10	9	8
Sit-ups (# reps)	53	50	45	42	38	32	30	28	27
One mile run (minutes)	9:27	9:48	10:15	10:51	11:21	11:51	12:00	12:12	12:24

The employer, with assistance of the Fraternal Order of Police representative(s), shall be responsible for the logistics and administration of the fitness qualifying test.

**ARTICLE 41 – DISCIPLINARY PROCEDURES**

**41.01** No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

**41.02** Discipline will be applied in a corrective, progressive and uniform manner.

**41.03** Progressive discipline shall take into account the nature of the violation, the employee’s record of discipline and the employee’s record of performance and conduct.

**41.04** Whenever the Village or its designee determines there may be cause for an employee to be disciplined (suspended, reduced or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct.

**41.05** The affected employee(s) may elect to have an FOP representative present at any such pre-disciplinary conference.

**41.06** Following the conference, any employee receiving an order of suspension or dismissal may appeal such order at Step 2 of the grievance procedures within five (5) calendar days of receipt of the decision.

**41.07** Prior to the scheduled time of the conference, the employee may waive his right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives his right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

**41.08** The Village agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

**41.09** Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters pursuant to the following time frames:

Oral reprimands	12 months
Written reprimands	24 months
Suspensions of 3 days or less	36 months

**41.10** An employee may inspect his or her personnel file twice per year. During said inspection, while in the presence of the Village or its designee, the employee may request to remove documents that have ceased to have force and effect pursuant to the time frames established in Section 41.09.

**41.11** Should an employee dispute any of the contents of his or her personnel file, he or she may attach a written rebuttal of the disputed item for inclusion in the file.

## **ARTICLE 42 – HEADINGS**

**42.01** 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 effect any interpretation of any article or section.

**ARTICLE 43 – TOTAL AGREEMENT**

**43.01** 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 discounted at the sole discretion of the Employer.

**ARTICLE 44 – CONFORMITY OF LAW**

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

**ARTICLE 45 – DURATION**

**45.01** This Agreement is made effective as of January 1, 2017. This Agreement shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight on December 31, 2019. Said Agreement shall continue from year to year unless either party notifies the other in writing of its intent to modify this Agreement at least 90 days prior to its expiration.

**ARTICLE 46 – EXECUTION**


IN WITNESS THEREOF, the parties hereto have set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOR THE FOP:**

**Fraternal Order of Police,  
Lodge No. 67**

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

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

By:   
Robert M. Phillips, FOP Counsel

**FOR THE EMPLOYER:**

**Village of Cuyahoga Heights**

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

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

By: \_\_\_\_\_  
Bill Mason, Law Director