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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MAPLE HEIGHTS

AND

**THE FRATERNAL ORDER OF POLICE,
GEORGE MURRAY LODGE
MAPLE HEIGHTS DIVISION**

(POLICE SERGEANTS AND LIEUTENANTS)

SERB CASE NO. 2014-MED-09-1284

TERM OF AGREEMENT

JULY 1, 2015, THROUGH JUNE 30, 2018

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PREAMBLE/PURPOSE

Parties. This Collective Bargaining Agreement is hereby entered into by and between the City of Maple Heights ("Employer") and the Fraternal Order of Police, George Murray Lodge ("FOPGM"), Maple Heights Division.

Purpose. This Agreement is made for the purposes of: (1) continuing and promoting cooperation and harmonious relations between the Employer and the Union, including members of the collective bargaining unit; (2) establishing equitable and peaceful procedures for the resolution of differences between the parties; (3) guaranteeing the timely and effective delivery police protection to the residents of Maple Heights; and (4) providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement. In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems, which affect the employees' well-being.

ARTICLE I RECOGNITION

- 1.01 The Employer hereby recognizes the FOPGM as the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all full-time employees holding the rank of Police Sergeant and above in the Maple Heights Police Department, excluding the Chief of Police, Police Captains, and all other part-time, seasonal and temporary employees of the Department. All other employees of the Employer are excluded from the bargaining unit.
- 1.02 Whenever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.
- 1.03 The Employer will furnish the FOPGM with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment within thirty (30) days of the execution of this Agreement.

ARTICLE II DUES DEDUCTIONS AND AGENCY SHOP

- 2.01 During the term of this Agreement, the Employer shall deduct regular monthly FOPGM dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOPGM shall be responsible for separately collecting on its own all initiation fees and assessments levied by it. No new authorization forms will be required from any employees in the Police Department from whom the Employer is currently deducting dues.
- 2.02 The dues so deducted shall be in the amounts established by the FOPGM from time to time in accordance with its Constitution and Bylaws. The FOPGM shall certify to the Employer the amounts due and owing from the employees involved.
- 2.03 The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

- 2.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be transferred to the treasurer of the FOPGM within thirty (30) days from the date of making such deductions.
- 2.05 All members of the bargaining unit, as identified in Article I of this Agreement, shall either: (1) maintain their membership in the FOPGM; (2) become members of the Union; or (3) pay a service fee to the FOPGM in an amount not to exceed the regular monthly FOPGM dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article II of this Agreement. The Union warrants to the Employer that it contains a fair share fee notice, rebate, and challenge procedure that complies with federal and state law. Disputes over the amount of fair share fees will be resolved under the Union's internal rebate reduction procedure and shall not be eligible for resolution through the grievance procedure.
- 2.06 The FOPGM 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 Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE III MANAGEMENT RIGHTS

- §3.01 Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Police Department and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:
1. Hire, discipline, discharge for just cause, layoff and promote;
 2. Promulgate and enforce employment rules and regulations;
 3. Reorganize, discontinue and enlarge any operation or division within the Police Department;
 4. Transfer Employees within or to other operations/divisions within the Police Department;
 5. Determine work methods and the number and location of facilities;
 6. Determine the manner in which all work is to be performed;
 7. Determine the size and duties of the work force, the number of shifts required and work schedules;
 8. Establish, modify, consolidate or abolish jobs; and

9. Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

3.02 In addition, the FOPGM 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 work force 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.

ARTICLE IV EMPLOYEE RIGHTS

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

4.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Miranda rights before any questioning starts.

4.03 An employee may request an opportunity to review his personnel file maintained by the Employer and may have a representative of the FOPGM present when reviewing his file. An Employer representative shall be present during any such reviews. A written request by the employee for copies of items included in the file shall be honored at the employee's expense.

4.04 Records of disciplinary actions that are more than five (5) years old shall, upon request of the employee, be removed from his personnel file.

4.05 Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay provided that the staffing needs of the Police Department are met in the opinion of the Employer.

4.06 Designated Department representative to the Fraternal Order of Police, George Murray Lodge, shall be permitted to attend all meetings of said Lodge, without loss of pay, if assigned to work as long as staffing needs are met in the opinion of the employer.

4.07 Employees taking a Maple Heights Civil Service test shall be allowed time off without loss of pay, if scheduled to work, for the time involved in taking such examination.

4.08 Law Enforcement Officer's Bill of Rights:

Employees subjected to investigation or interrogation with regard to internal or disciplinary matters (i.e., only non-criminal in nature) shall be entitled to the following procedural protections and basic rights:

A. Law enforcement officers, except when on duty or acting in an official capacity, shall have the right to engage in political activity;

- B. Law enforcement officers shall, if disciplinary action is expected, be notified of the investigation, the nature of the alleged violation, and further, be notified of the outcome of the investigation and the recommendations made to superiors by the investigators;
- C. Questioning of a law enforcement officers should be conducted at reasonable times, preferably while the officer is on duty unless exigent circumstances apply;
- D. Questioning of the law enforcement officer should take place at offices of those conducting the investigation or at the place where the officer reports to work, unless the officer consents (in writing) to another location;
- E. Law enforcement officers cannot be threatened, harassed, or promised rewards to induce the answering of any question;
- F. Law enforcement officers under investigation are entitled to have counsel or any other individual of their choice present at the interrogation;
- G. Law enforcement officers are entitled to a hearing, (written) notification in advance of the date of hearing, and access to transcripts and other relevant documents and evidence generated by the hearing. The officer is also entitled to be represented by counsel or another non-attorney representative at the hearing;
- H. Law enforcement officers cannot be subject to retaliation for the exercise of these or any other rights under federal, state, or local law.
- I. Law enforcement officers shall have the opportunity to comment in writing on any adverse materials placed in his or her personnel file.

This section does not apply to investigations of allegations involving criminal wrongdoing, nor will it protect the jobs of "bad cops" or officers unfit for duty; allegations of minor violations of internal departmental rules or regulations; employment-related performance of officers, thus preserving the discretion of the Maple Heights Police Department in disciplining its employees.

This section does not afford police officers any greater rights than those possessed by other employees; it simply reaffirms the existence of those rights in the unique context of the law enforcement community.

ARTICLE V NO STRIKE

5.01 Neither the FOPGM nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, walkout, concerted "sick leave" or mass resignation, work stoppage or any other unlawful interference with the normal operations of the Employer.

- 5.02 Moreover, the FOPGM shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this Article. In the event of a violation of this Article, the FOPGM shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the FOPGM. The FOPGM shall order all employees to return to work immediately.
- 5.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action.

ARTICLE VI NON-DISCRIMINATION

- 6.01 The Employer and the FOPGM agree not to discriminate in the administration of this Agreement against any employee(s) on the basis of race, religion, color, creed, national origin, age, genetic history, military status, sex, or handicap.
- 6.02 The FOPGM expressly agrees that membership in the FOPGM is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.
- 6.03. Grievance Procedure Tolling. Where the subject matter of a grievance involves this article and there exists a concurrent collateral administrative action (e.g., OCRC/EEOC allegation, etc.) or court action, including instances where the City has been notified of pending action, the grievance procedure shall be tolled until such time as the collateral action is resolved.

ARTICLE VII PROBATIONARY PERIOD

- 7.01 All newly hired employees will be required to serve a probationary period of eighteen (18) months. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealed through any grievance or appeal procedure contained herein or to any Civil Service Commission.
- 7.02 All newly promoted employees will be required to serve a promotional probationary period of twelve (12) 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 not be appealed through any grievance or appeal procedure contained herein or to any Civil Service Commission.
- 7.03 If an 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 7.01, above.

ARTICLE VIII SENIORITY

8.01 Seniority shall be determined by continuous full-time service with the Police Department. Continuous service shall be broken by retirement, resignation or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence without pay or other no-pay status.

ARTICLE IX LAYOFF AND RECALL

9.01 It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Maple Heights Civil Service Commission governing work force reductions.

9.02 Whenever the Employer determines that a reduction in force (i.e., layoff, job abolishment, furlough, or hour reduction) is necessary, members of the bargaining unit will be laid off or subject to reduction within the affected classification in accordance with their departmental seniority (e.g., last hired, first laid off and/or subject to reduction).

9.03 Recall Rights. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

9.04 Recall Procedure. A recall from layoff will be based upon departmental seniority (e.g., last laid off, first recalled) within the affected classification.

9.05 Notice. In the event of a layoff, the employee to be laid off shall receive a Layoff Notice which contains the following information: (a) the reason for the layoff or displacement; (b) the date the layoff or displacement becomes effective; (c) the employee's seniority date in the job classification, and (d) a statement advising the employee of his/her right to recall and re-employment.

9.06 Bumping Rights. Provided that such is provided for in the Rank Contract, an officer residing in a higher classification/rank within the Maple Heights Police Department, who is subject to reduction, may utilize his departmental seniority, if possible, to displace the unit member with the least amount of departmental seniority residing in a lower classification/rank.

ARTICLE X APPLICATION OF CIVIL SERVICE LAW

10.01 The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Maple Heights nor Rules and Regulations of the Civil Service Commission of the City of Maple Heights, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

- 10.02 Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.
- 10.03 Exclusive Remedy. Employees covered by this agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this agreement as their sole and exclusive remedy.

ARTICLE XI DISCIPLINE

- 11.01 No employee shall be discharged, suspended, or reduced in pay or position except for just cause. Forms of disciplinary action include the following:
- A. Written warning (documented verbal warning);
 - B. Written reprimand;
 - C. Suspension of record or suspension without pay (at the option of the employee, and with the concurrence of the Employer, accumulated vacation or holiday time may be forfeited equal to the length of the suspension without pay, and such record of suspension will be maintained);
 - D. Reduction in pay and/or position (i.e., demotion).
 - E. Discharge.
- 11.02 Procedure. Any complaint filed against a non-probationary employee shall be handled within the following guidelines:
- 1. The initial complaint will be written and forwarded to the Chief's office. Department stationery will be used if by supervisory personnel and citizen complaint form if from a source outside the Department.
 - 2. Complaint will be handled at shift level, if a minor violation, with results being forwarded to the Chief's office. Both the supervisor and officer will sign results showing that the meeting was held. If the employee disagrees with the decision, he may file an appeal to the Chief's office.
 - 3. If the offense is of a major violation, the complaint will be forwarded directly to the Chief's office. The Chief will either investigate the complaint or he may designate another person not connected with the complaint to investigate and forward a report to him. The Chief will review the findings and either proceed with charges or determine that the complaint is unfounded.
 - 4. If the complaint is sustained and charges are recommended, the employee will be notified in writing, of the charges and the complaint, with facts supporting the charges that have been brought against him.

5. Within five (5) days of notification the employee may either admit to charges or deny charges. If the employee denies charges, a hearing date, before the Chief, will be set where employee may have a representative of FOPGM present. All facts or charges are to be presented at this time.
6. The Chief will rule on evidence given during the hearing as to the guilt or innocence of the employee and will give a written response to the employee within ten (10) days of hearing.
7. If the employee is not satisfied with the Chief's decision, then he or she may, within ten (10) days of the Chief's written decision, file a letter of appeal to the Mayor/Safety Director, submitting all relevant information in support of his or her position.
8. The Mayor/Safety Director or his Designee shall hold a hearing to review the evidence and shall give a written decision within ten (10) days of said hearing.
9. If the employee is not satisfied with the decision of the Mayor/Safety Director, then within ten (10) days of that written decision the Union may file a request to submit the matter to arbitration in accordance with the applicable time limits for doing so with the written decision hereunder being treated as a Step 5 response.

ARTICLE XII DUTY HOURS

- 12.01 The normal work week for employees assigned to eight (8) or ten (10) hours shifts shall be forty (40) hours of work per week. Should the Chief, at his sole and exclusive discretion, determine that such action is consistent with the needs of the department, a twelve (12) hour shift schedule may be utilized. In the event that twelve (12) hours shifts are utilized, the parties agree that the work period for employees assigned to those shifts shall consist of eighty-four (84) hours worked during a fourteen (14) day work period. Work weeks for a seven (7) day, one hundred sixty-eight (168) hour work period will start at 12.01 a.m., Sunday to Midnight Saturday, except where different hours are necessary to meet operational requirements. The work period for a fourteen (14) day work period will start at 12.01 a.m., Sunday to Midnight Saturday, fourteen (14) days from the beginning, except where different hours are necessary to meet operational requirements. However, the preceding sentence shall not be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and change hours of work and schedules of hours. The Chief shall have the authority to set the schedule. During the normal work week or work period, two (2) consecutive days off will be provided, except where emergency or other operational needs and conditions require a different schedule, as determined by the Chief.
- 12.02 Except in the event of a public emergency, employees shall not be required to work more than sixteen (16) consecutive hours without a period of time off of at least eight (8) hours following, and shall not be required to work two consecutive sixteen (16) hour days.

12.03 Employees will be permitted to switch duty time as long as such change does not interfere with the operation of the Police Department, is approved of in advance by the Shift Officer, and is between employees of the same rank.

ARTICLE XIII CALL-IN, OVERTIME AND COURT TIME PAY

13.01 All employees working more than forty (40) hours during a seven (7) day one-hundred sixty-eight (168) hour period, when approved by the Chief, shall be compensated, at the employee's election, at (a) the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all overtime or (b) compensatory time computed at the rate of time and one-half to be taken in the future as approved by the Chief.

All employees working more than eighty-four (84) hours during a fourteen (14) day work period when approved by the Chief, shall be compensated, at the employee's election, at (a) the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all overtime or (b) compensatory time computed at the rate of time and one-half (1 1/2) to be taken in the future as approved by the Chief.

For purposes of overtime eligibility, vacation time and holiday time shall be considered as hours worked.

13.02 Whenever approved by the Chief, employees who are off duty and who are called into work for a time period of less than two (2) hours shall be compensated for two (2) hours at the applicable rate, subject to the election of the method in which compensation is to be received as set forth in paragraph 13.01 above, provided however that where such time abuts the beginning or ending of an employee's shift only actual time worked at the applicable rate shall be paid.

13.03 Whenever approved by the Chief, employees who are off duty and who appear in court on behalf of the Employer shall be compensated for a minimum of three (3) hours or the actual time worked, whichever is greater, at the applicable rate. Such compensation is subject to the election of the method in which said compensation is to be received as set forth in paragraph 13.01 above.

13.04 Subject to the limitations of 13.03 above, employees who are scheduled for more than one court appearance within a two (2) hour minimum period will be compensated at the rate of two (2) hours pay or the actual time spent, whichever is greater.

ARTICLE XIV HOLIDAYS

14.01 All employees shall receive annually eight (8) hours of pay, for each of the following paid holidays:

- | | |
|----------------------------------|---------------------------------|
| New Year's Eve | Election Day – Floating Holiday |
| Veteran's Day – Floating Holiday | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Christmas Eve | Good Friday |

Christmas Day
Employee's Birthday
One (1) Floating Holidays
Labor Day

Memorial Day
June Paid Holiday
Independence Day

- 14.02 The pay due for a holiday will be equivalent to working eight (8) hours pay except for those holidays named in 14.07 of this section.
- 14.03 In lieu of holidays off, employees will be entitled to fourteen (14) duty days off and one (1) June paid holiday. The duty days off are at the discretion of the employee, subject to prior approval of the Chief. At the employee's option, he may take an additional duty day off in lieu of the day's pay for the June paid holiday. The date to be taken shall be at the discretion of the employee subject to prior approval from the Chief.
- 14.04 Thirty-six hours (36) of the above days may be taken by the employee at his discretion, provided the employee gives fourteen (14) days prior written notice of desire to use one of these holidays. These thirty-six (36) hours may not include Christmas, Thanksgiving, Easter, Independence Day, New Year's Day, Labor Day, Memorial Day, and Departmental Functions. During the month of December, only one (1) of these holidays may be taken with written approval of the Chief.
- 14.05 Employees who are on the City payroll as of June 1 of each calendar year shall be eligible to earn the June Paid Holiday. Employees who have worked six (6) full calendar months of each calendar year shall be eligible to earn the first Floating Holiday each calendar year. Employees who do not work the entire twelve (12) months of the calendar year will not be entitled to receive both the June Paid Holiday and the first Floating Holiday for that calendar year. The June Paid Holiday shall be eight (8) hours pay paid on the first payday in June.
- 14.06 Effective January 1, 2008, employees may be paid for up to forty (40) hours of unused holidays at the end of each calendar year. The employee will be required to complete a "Holiday Buy-Back" form, sign, date and return said form to the Department of Human Resources no later than the last Monday in November of each year so the holidays can be paid on the first pay check in December. "Holiday Buy-Back" forms will be available on January 1, 2008.
- 14.07 When an employee is required to work (i.e., when shift commences on the holiday) on New Year's Eve, New Year's Day, July 4th, Thanksgiving Day, Christmas Eve, and Christmas Day, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to any other holiday benefit.
- 14.08. Waiver of Holidays/Premium Pay. Notwithstanding the terms of this article, for the duration of this Agreement (including the negotiations period for a successor agreement), the premium rate of pay for work performed on a holiday shall only be paid for work performed on Thanksgiving Day, Christmas Day, and New Year's Eve; three (3) holidays (Veteran's Day, the Employee's Birthday and Election Day) shall be suspended for the

term of this agreement; and the premium pick time under 14.04 shall be limited to twenty-four (24) hours annually.

ARTICLE XV VACATIONS

15.01 Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

For those employees hired prior to July 1, 2016.

<u>Months/Years of Employment</u>	<u>Hours of Vacation</u>
A. One (1) to five (5) full years of service by January 1	(80 hours)
B. After six (6) full years of service by January 1	(120 hours)
C. After twelve (12) full years of service by January 1	(160 hours)
D. After eighteen (18) full years of service by January 1	(200 hours)
E. Twenty-five (25) or more full years of service by January 1	(240 hours)

For those employees hired after July 1, 2016

<u>Months/Years of Employment</u>	<u>Days/Weeks of Vacation</u>
A. One (1) full year but less than six (6) full years of service by January 1	One (1) week
B. Six (6) full years but less than twelve (12) full years of service by January 1	Two (2) weeks
C. Twelve (12) full years but less than eighteen (18) full years of service by January 1	Three (3) weeks
D. Eighteen (18) full years but less than twenty-five (25) full years of service by January 1	Four (4) weeks
E. Twenty-five (25) full years and over of service by January 1	Five (5) weeks

- 15.02 Employees eligible for vacation as specified above shall be eligible for one-half (1/2) the vacation allowance during the anniversary of their 6th, 12th, 18th and 25th years of service, respectively.
- 15.03 Vacation time is earned based on time worked in the current year. It is eligible to be taken on or after January 1st of the succeeding year. It shall be taken at a time approved by the Chief. There is no accumulation of vacation time from year to year. Failure of an employee to use his vacation time within the calendar year constitutes a forfeiture by the employee of his right to use that vacation time.
- 15.04 Any employee who quits, is terminated or retires and has unused vacation time shall receive such vacation time provided he gives prior written notice of at least ten (10) working days to the Chief.
- 15.05 Any newly hired employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer not more than three (3) years credit to his accumulated vacation time with the Employer. For an employee to do so, he must provide the Human Resources Department with written certification from his prior employer concerning the exact periods of such employment.
- 15.06 An employee who has completed twenty-five (25) years of continuous, full-time service with the Employer shall have the option, upon written request to the Chief of Police, to be paid in cash for up to eighty (80) hours of accrued vacation time during any calendar year. Eligibility for such payment begins in the calendar year in which the employee completes the required twenty-five (25) years of service.

ARTICLE XVI

SICK LEAVE

- 16.01 Sick leave shall be defined as an absence necessitated by personal illness or injury, including pregnancy, to the employee.
- 16.02 All full-time employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of completed service per pay period. For purposes of this section, completed service shall only include hours actually worked, vacations, holidays, and other authorized leave with pay. There shall be no limit to the number of sick leave hours an employee may accumulate.
- 16.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.
- 16.04 Sick leave may be used at the rate of one (1) sick leave hour for each hour of regularly scheduled work from which an employee is absent, up to the maximum number of

accrued sick leave hours remaining to that employee's credit. Sick leave may not be transferred from one employee to another.

- 16.05 Before an absence may be charged against accumulated sick leave, 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 designated and paid by the Employer. In any event, the employee absent for three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Chief.
- 16.06 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 a 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.
- 16.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for progressive discipline. In addition, if an employee is suspected of abusing his sick leave benefits, the Chief shall have the right to request a doctor's slip for each day of absence before approving sick leave pay.
- 16.08 Fitness for Duty Examinations. The Chief 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 for by the Employer, to establish that he is physically able to perform his normal duties or that his return to duty will not jeopardize the health and safety of other employees. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.
- 16.09 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department. However, sick leave earned elsewhere shall not be transferable to the City of Maple Heights.
- 16.10 A newly hired employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation not to exceed thirty (30) days to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement. In order to do so, he must submit a certification of such time by his previous employer to the Director of Human Resources.

- 16.11 At the time of death, resignation, or retirement from active service with the Employer, employees having a minimum of five (5) years of continuous service with the Employer may elect to be paid in cash for one-third of the value of their accrued but unused sick leave credit; employees having twenty-five (25) years and over of continuous service for pension purposes may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit. Such payment shall be made only once to an employee.
- 16.12 Sick leave with pay may be granted upon the recommendation of the Chief for the following reasons: (1) sickness of the employee himself; (2) injury to the employee himself; (3) emergency medical, dental or optical treatment of the employee; and (4) serious sickness or emergency medical treatment of a member of the employee's immediate family living in the employee's household, or dependent children under the age of eighteen (18) years of age not living in the employee's household. The maximum sick leave which may be granted under this paragraph for family illness may be no more than five (5) working days for employees who have been with the Employer more than twelve (12) months. The Chief shall require a certificate of the attending physician before authorizing payment to any employee under this provision. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. In special cases when the Chief deems that more than five (5) work days are necessary, he shall submit such recommendation in writing to the Mayor for his approval prior to granting such sick leave.
- 16.13 All employees who are absent from work for three (3) consecutive work days due to sickness shall be required to provide the City with a doctor's slip indicating the reason for absence and substantiating the employee's ability to return to regular duty. An employee who fails to provide such a slip shall forfeit his sick leave pay for that period.
- 16.14 Employees covered under this contract completing one (1) calendar year with no sick leave absences shall be entitled to twelve (12) hours of compensatory time.

ARTICLE XVII

POLICE OFFICER SICK LEAVE BANK

17.01 The Fraternal Order of Police – George Murray Lodge – Maple Heights Division (Patrol Officers and Detectives) offers its eligible bargaining unit employees access to a Sick Leave Bank to enable bargaining unit support of one another due to serious illness or injury beyond the control of the bargaining unit employee. An eligible bargaining unit employee will be granted up to a maximum of two hundred and forty (240) hours (thirty (30) work days) of sick leave hours from the Police Officer Employee Sick Leave Bank, provided the requested number of hours are in the bank at the time of the bargaining unit employee's request.

17.02 Employee Eligibility

A bargaining unit employee shall be eligible to make a request for sick leave hours from the Police Officer Employee Sick Leave bank, provided he/she meets the following criteria:

- A. A bargaining unit employee has been diagnosed with a serious health condition that makes the employee unable to perform his or her job functions.
- B. The bargaining unit employee has completed one (1) full year (twelve {12} months) of continuous employment with the Maple Heights Police Department.
- C. The bargaining unit employee has used all accrued sick, vacation and holiday time.
- D. The bargaining unit employee has contributed at least twenty-four (24) sick leave hours to the Police Officer Employee Sick Leave Bank.
- E. The diagnosed life-threatening or catastrophic illness or disabling condition is not a result of a work-related illness, injury or accident.
- F. The bargaining unit employee has not been disciplined for abuse of time or sick leave during the last three (3) calendar years.

17.03 Definitions

Serious Health Condition: A diagnosed condition or illness that affects a bargaining unit employee's health to the extent that he or she must be absent from work "on a recurring basis or for more than five (5) work days for treatment or recovery".

Reduced Work Schedule: A reduction in the number of hours a permanent full-time or part-time employee is regularly scheduled to work each work day or work week.

Short-term Conditions: Conditions for which treatment and recovery are very brief, such as minor illnesses that last only a few days and surgical procedures that do not require hospitalization and have only a brief recovery period are not serious health conditions and are not eligible under this policy.

17.04 Employee Donations Of Sick Leave Hours To Sick Leave Bank

- A. All bargaining unit employees are eligible to make donations of their accumulated sick leave hours to the Police Officer Employee Sick Leave Bank. Bargaining unit employees electing to donate sick leave hours will be required to complete a POLICE OFFICER EMPLOYEE SICK LEAVE BANK DONATION FORM and attach a copy of their most current paycheck stub which verifies their accrued sick leave balance. The completed form, signed and dated by the bargaining unit employee, with required attachment shall be forwarded to the Chief of Police for processing. The deduction of sick leave will appear on the next scheduled paycheck.
- B. Eligible bargaining unit employees will be required to maintain a balance of at least two hundred and forty (240) hours of sick leave, should the bargaining unit

employee be faced with personal illness, injury or non-job-related accident requiring the use of sick leave.

17.05 Procedure For Making A Request For Sick Leave Hours

Once a bargaining unit employee has been diagnosed with serious health condition requiring use of sick leave on a long-term, intermittent or reduced work schedule, the employee shall complete a POLICE OFFICER EMPLOYEE REQUEST FOR SICK LEAVE HOURS form. The completed form, signed and dated by the bargaining unit employee, with required attachments shall be forwarded to the Chief of Police (or his/her designee) for approval. The attending physician shall forward a written report to the Employer. This initial report must include the following information:

- A. Nature and degree of the serious health condition or illness that affects a bargaining unit employee's health to the extent that he or she must be absent from work "on a recurring basis or for more than five (5) work days for treatment or recovery."
- B. Physician name and medical facility.
- C. Prescribed treatment, therapy or recovery period requiring the employee to be absent from work on a long-term, intermittent or reduced work schedule.
- D. Preliminary estimate of the date/time when the employee may return to work either on a reduced work schedule, alternative duty basis, or to regular unrestricted duty.
- E. The bargaining unit employee is permitted to return to work on a reduced work schedule or on an alternative duty basis, the physician must define the bargaining unit employee's capabilities, specify any work-related restrictions, and the anticipated time the employee will be on a reduced work schedule or alternative duty.
- F. Anticipated date of return to work without restriction.

17.06 Approval Of Requests For Sick Leave Hours From The Police Officer Employee Sick Leave Bank:

A Police Officer Sick Leave Bank Review Board consisting of two (2) members of the Patrol Officer/Detective bargaining unit, one (1) member of the Police Sergeant/Lieutenant bargaining unit, the Chief of Police (or his/her designee) and the Director of Human Resources shall convene to review all Request for Sick Leave Hours made by eligible bargaining unit employees. The Review Board shall approve those requests that meet the following criteria:

- A. The REQUEST FOR SICK LEAVE HOURS form is complete, signed and dated by the employee and includes all required documents as described in the

Procedure for Making a Request for Sick Leave Hours, numbers one (1) through six (6).

- B. The employee has been diagnosed with a serious health condition that makes the employee unable to perform his or her job functions.
- C. The employee has provided all required documents and has met all criteria as outlined in 17.02 and 17.05 above.
- D. The bargaining unit employee has used all accrued sick, vacation and holiday time.
- E. The bargaining unit employee has contributed at least twenty-four (24) sick leave hours to the Police Officer Employee Sick Leave Bank.

17.07 The Finance Director will provide a monthly report of sick leave donations (Donor Employee Name, Social Security Number, number of hours donated and date of transaction to transfer hours to the Sick Leave Bank), to the Police Officer Sick Leave Bank Review Board and a monthly report of hours granted to bargaining unit employees (Recipient Employee Name, Social Security Number, number of hours granted up to a maximum of two hundred forty (240) hours and date of transaction to transfer hours to the bargaining unit employee's sick leave accrual) upon approval of the Police Officer Sick Leave Bank Review Board.

17.08 The Maple Heights Police Department shall have the right, at any time during this process, to request medical evaluation of the employee's serious health condition or illness from his or her attending physician. In addition, the City shall have the right, at its expense, to require the employee to be examined by a physician of its own choosing for medical verification and/or a functional capacity examination.

17.09: The Fraternal Order of Police – George Murray Lodge - Maple Heights Division (Patrol Officers and Detectives) is committed to a strong return-to-work program. Therefore, every effort will be made to develop a reduced work schedule or alternative duty assignment for bargaining unit employees covered under this article.

17.10 Failure to comply with any of these procedural requirements may result in the termination of Police Officer Sick Leave Bank benefits.

17.11 For approval of Sick Leave requiring absences from work, the bargaining unit employee MUST also meet the requirements of, follow the procedures and submit the required City of Maple Heights ABSENCE REPORT as required by this Agreement and City of Maple Heights policy.

17.12 Samples of required forms are included Exhibit "B."

ARTICLE XVIII ADMINISTRATIVE LEAVE

18.01 An employee shall be granted three (3) paid days off if the employee is required to use deadly force in the line of duty.

ARTICLE XIX FUNERAL LEAVE

19.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of up to four (4) work days for each death in his or her immediate family.

19.02 Immediate family, for purposes of this section, is defined as spouse, son, daughter, brother, sister, parent or grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother, half-sister, aunt, and uncle.

19.03 In addition, an employee shall be entitled to one (1) work day off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral services of family members not included in the preceding sentence. For the purposes of this section, the term family members shall mean blood relatives of the employee plus the brothers and sisters of the employee's spouse.

19.04 If the death of an immediate family member occurs while the employee is on duty, he or she shall be granted the balance of the tour of duty off with pay and it shall not be deducted from either sick leave or funeral leave. Such grant shall be subject to the approval of the O.I.C. and shall not be unreasonably withheld.

ARTICLE XX EXAMINATION LEAVE

20.01 Employees taking Maple Heights Civil Service examinations shall be allowed time off, with pay, for the time involved in taking such examination.

20.02 Employees taking non-Maple Heights Civil Service examinations shall request vacation leave, or use of compensatory time, in order to remain in pay status, for the time involved in taking such examinations.

ARTICLE XXI JURY DUTY LEAVE

21.01 Any employee who is called for jury duty, either federal, county or municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, provided said employee actually performs such jury duty on his regularly assigned work day.

ARTICLE XXII

MILITARY TRAINING DUTY PAY

- 22.01 While on leave of absence from their respective duties with the Employer because of field training or active duty in the military service, employees who are members of the Ohio National Guard, Ohio State Guard, Ohio State Naval Militia or members of other reserve components of the Armed Forces of the United States shall be entitled to Military Training Duty Pay.
- 22.02 Military Training Duty Pay shall consist of the difference between the employee’s pay and his military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence period is less than their City pay would have been for such period. In determining an employee's military pay, allowance for travel, food and housing shall not be considered, but any other compensation or allowance of whatever nature, including longevity pay, shall be considered.
- 22.03 An employee wishing to claim Military Training Duty Pay shall submit a copy of his military order to active duty for training in addition to a statement of his military pay received for each such period, prior to receiving Military Training Duty Pay from the City. Military Training Duty Pay shall be paid for a maximum of thirty-one (31) calendar days, annually.

ARTICLE XXIII

LONGEVITY

- 23.01 Bargaining unit members hired after July 1, 2016, shall not receive longevity benefits. The Employer shall pay employees hired prior to July 1, 2016, in accordance with the following longevity schedule for their years of full-time continuous service to the Employer:

After 5 years of Service	2% of the individual Officer’s annual base rate
After 10 years of Service	3% of the individual Officer’s annual base rate
After 15 years of Service	3.5% of the individual Officer’s annual base rate
After 20 years of Service	4% of the individual Officer’s annual base rate
After 25 years of Service	4.5% of the individual Officer’s annual base rate
- 23.02 Longevity will be calculated on an hourly basis and will be included in each payroll check issued to cover overtime incurred under the FLSA in accordance with the Fair Labor Standards Act.

ARTICLE XXIV

UNIFORM ALLOWANCE

- 24.01 Employees shall receive one thousand seven hundred dollars (\$1,700.00) upon date of hire and one thousand seven hundred (\$1,700.00) per year thereafter. This allowance shall be paid in cash in the month of February of each year. Employees who do not work the full calendar year shall receive a pro-rated uniform allowance for that year. In the event that an employee retires or resigns after receiving his uniform allowance payment, pro-ration shall be made from the employee’s final payout.

ARTICLE XXV

BULLETPROOF VEST ALLOWANCE

25.01 Effective January 1, 2011, all employees shall be eligible to receive reimbursement for the purchase of a bulletproof vest every three (3) years. Reimbursement shall be for the exact cost of the vest, up to a maximum of one thousand two dollars (\$1,200.00). The choice of manufacturer, style of vest, etc., will be at the option of the employee, except that any employee who accepts funds pursuant to this article must wear the vest on road patrol duty or refund such funds to the Employer.

ARTICLE XXVI

RETIREMENT BADGE

26.01 Officers who retire after twenty-five (25) years of service or at the Chief’s discretion shall receive a “Retirement Badge” and be allowed to purchase their duty weapon for one dollar (\$1.00).

ARTICLE XXVII

INSURANCE

27.01 The Employer agrees to provide full-time bargaining unit employees the same medical insurance health plan as provided to other non-bargaining employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization.

It is the employee's responsibility to notify the Human Resources Department of any additions or deletions to be made to his contract coverage within thirty (30) days of such occurrence.

27.02 Contributions. The election of single or family coverage and the base plan or a higher level plan rests with the eligible bargaining unit employee. Effective January 1, 2014, the employee shall contribute \$75 per month for single coverage and \$150 per month for family coverage. Effective January 1, 2016, employees shall contribute \$100 for single per month and \$200 per month for insurance. In subsequent years, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

Effective 1/1/2017	Employer Contribution	Monthly 1/1/2017	Employee Contribution	Total Base Contribution
Single	\$338.51	Single	\$100.00	\$438.51
Family	\$845.94	Family	\$200.00	\$1,045.94

Any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the

cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Finance Director.

- 27.03 Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee.

The committee shall consist of one (1) representative from each of the bargaining units having members receiving coverage from the City, one (1) non-bargaining unit employee, and either three (3) or four (4) representatives of the Employer whichever is necessary to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2017 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 27.02 of this article to the participating employees; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan or a reduction in plan cost.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by forty (40) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

- 27.04 Spousal Coverage. Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the

employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

- 27.05 Coverage Coordination. A bargaining unit member who is married to another City employee is only entitled to coverage under a single family policy from the Employer. For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the City plan irrespective of parental birth date.
- 27.06 Hepatitis shots shall be provided to all bargaining unit employees who request them, at the Employer's expense, provided that said employee first sign an agreement releasing the Employer from any liability whatsoever for illness, injury or damages resulting from said shots.
- 27.07 After one year of continuous full-time service with the Employer, employees shall be covered by a twenty five thousand dollar (\$25,000.00) term life insurance policy at the Employer's expense.

ARTICLE XXVIII LABOR-MANAGEMENT COMMITTEE

- 28.01 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 Mayor and/or Police Chief shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual Labor/Management interest.
- 28.02 The party requesting such meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of the scheduled meetings. The agenda, if provided by the FOPGM, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:
- A. Discuss the Administration of this Agreement;
 - B. Notify the FOPGM of departmental policy and procedure changes made by the Chief of Police which affect the bargaining unit, including modifications to existing departmental rules and regulations;
 - C. Discuss grievances that have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
 - D. Disseminate general information of interest to the parties;
 - E. Discuss ways to increase productivity and improvement of efficiency; and
 - F. To consider and discuss health and safety matters relating to Employees working conditions.
- 28.03 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 as is practical.

ARTICLE XXIX

LINE OF DUTY INJURY LEAVE

- 29.01 Line of duty injury leave is intended to recognize the unusual exposure to dangerous situations experienced by members of the Police Department. If a member of the Police Department suffers a serious injury as a result of a duty-related accident, the employee shall be placed on Line-of-Duty Injury Leave.
- 29.02 For the purposes of this article, the term "injury" shall include physical injury and/or disease, gunshot wounds, stabbings and other acts of violence by a third party which cause personal physical damage resulting in extended hospitalization and/or recuperative periods. Injuries resulting from vehicular accidents shall be eligible for coverage under this article provided that the employee is not guilty of negligence. Serious communicable diseases contracted by employees are also eligible for consideration as an injury, provided that the employee can prove that such disease was contracted as a direct result of the performance of his or her duties as defined in this section and article.
- 29.03 When an employee is injured while in the performance of authorized duties, the employee, the immediate supervisor, and the Chief of Police (or his/her designee) shall immediately file the required reports with the Human Resources Department.
- 29.04 The attending physician shall forward a written report to the Employer. This initial report must include the following information:
- A. Nature and degree of disability.
 - B. Physician name and medical facility.
 - C. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, or to regular unrestricted duty.
 - D. If the employee is permitted to return to work on an alternative duty basis, the physician must define the employee's capabilities, specify any work-related restrictions, and the anticipated time the employee will be on alternative duty.
 - E. Anticipated date of return to work without restriction.
- 29.05 If the injury results in time lost from work, the employee will be placed on Line-of-Duty Injury Leave beginning with the date of injury and continuing for a maximum of one hundred eighty (180) calendar days; the employee shall be paid his regular salary during the period of injury leave. Such Line-of-Duty Injury Leave shall not reduce the employee's accumulated sick leave credit.
- 29.06 The City of Maple Heights is committed to a strong return-to-work program. Therefore every effort to develop alternative duty for all injured employees will be made within any physician-imposed work restrictions.

- 29.07 Employees are required to accept alternative duty assignments when alternative work is available and the attending physician releases the employee to perform the work.
- 29.08 The City shall have the right, at any time during this process to request a medical evaluation or verification of the employee's illness or injury from his/her attending physician. In addition, the City shall have the right, at City expense, to require the employee to be seen by a physician of its own choosing for medical verification and/or a functional capacity (Fitness for Duty) examination.
- 29.09 Failure to comply with any of these procedural requirements may result in the termination of Line-of-Duty Injury Leave benefits.
- 29.10 The Employer recognizes the possibility that, due to the extent of an employee's line-of-duty injury or illness, a correct diagnosis of the extent of injury or illness may not be made immediately; in that event, the employee will be placed on sick leave for up to one hundred eighty (180) calendar days, provided that such correct diagnosis is made within twelve (12) calendar months from the date of original line-of-duty injury or illness.
- 29.11 After the initial report is filed by the attending physician requiring the employee to remain on Line-of-Duty Injury Leave for more than one hundred eighty (180) days, the injured employee is responsible for filing status reports relating to the injury to the Chief of Police and the Director of Human Resources every forty-five (45) business days (defined as Monday - Friday, 8:30 a.m. to 5:00 p.m.) after the injury for the duration of lost time. These reports must include the following information:
- A. Nature and degree of disability.
 - B. Physician name and medical facility.
 - C. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, and/or when the employee will be able to return to full-time work.
 - D. If the employee is permitted to return to work on an alternative duty basis, the physician must clearly define the employee's capabilities, specify any work-related restrictions, and an estimate of the date/time the employee will be working on an alternative duty basis.
 - E. Anticipated date of return to work without restriction.
- 29.12 In cases of injury/illness where the employee is physically unable to comply with the above requirements, the Human Resources Department will work with the employee and the Chief of Police (or his/her designee) to obtain the required paperwork or information.
- 29.13 At the time that a work-related illness or injury becomes permanent and it is certain the employee will be unable to return to work, the Human Resources Department will assist the employee or employee's designate with medical disability retirement arrangements.

- 29.14 Should an employee disagree with any decisions made by the City concerning Line-of-Duty Injury Leave, the employee has the right to make a written appeal to a Line-of-Duty Injury Review Board (Review Board) consisting of the Mayor (or his designee), the Chief of Police, one (1) member of the Civil Service Commission and two (2) representatives of the Union.
- 29.15 The Review Board will set a date and time to hear the employee's appeal. The Review Board will issue a written decision within five (5) working days of the date of the Appeal Hearing. Based upon the decision of the Board, required adjustments will be made for that employee.

ARTICLE XXX GRIEVANCE PROCEDURE

- 30.01 These procedures are intended to provide a system for the fair, expeditious and orderly adjustment of grievances of employees of the Department. Procedures are to be liberally construed to avoid dismissal of a grievance on technical grounds and a reasonable effort shall be made to resolve a grievance as quickly as possible, considering the grievance and authority of the management representative.
- 30.02 A grievance is a dispute regarding the interpretation or application of a signed labor agreement.
- 30.03 Representation, Class - A grievance may be brought by one or more aggrieved employees who may be represented by a person(s) of their choice. A grievance that affects all employees or all employees of one rank or grade, or concerns interpretation and/or application of the terms of a valid labor agreement, may also be brought by the Union, and shall be initially submitted to the Chief of Police.
- 30.04 Time limitations
- A. To be considered valid, a grievance shall be initiated within thirty (30) calendar days of the employee's knowledge of cause. All further action, by employee or Employer, shall occur within the next ten (10) working days of those involved, unless otherwise stated. Failure of management to act within the time limits shall be cause for the employee to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance void. Time limits, except for originating a grievance, may be mutually waived, in writing, by the employee and Management representative.
- B. A grievance may be referred to the superior next highest in the chain of command, should an immediate superior be predictably absent from duty for at least ten (10) consecutive days, unless the time limits are waived.
1. Management representative shall include persons in acting capacities.
2. Intermediate supervision shall include an employee's shift or unit supervisor.

3. Superior Officers shall act on grievances, which are within their realm of responsibility, making timely response.
- C. A copy of a written grievance, and response, which resolves same at Step Two (2) or Step Three (3) shall be forwarded to the Chief of Police.
- D. At Step Three (3) and forward, Management may interview any, and all, parties to the grievance.

30.05 Written grievances shall contain:

- A. Nature of the grievance.
- B. Facts upon which the grievance was filed.
- C. Remedy desired.
- D. Signature of employee.
- E. Date grievance submitted.

30.06 Written response to a grievance shall contain:

- A. A decision.
- B. Facts upon which the decision was made.
- C. Appropriate remedial action taken or recommended, if any.
- D. Signature of person rendering decision.
- E. Date of response.

30.07 A written, unresolved grievance, forwarded beyond Step Two, may contain additional relevant information.

30.08 Procedural Steps

STEP ONE: An aggrieved employee shall discuss the matter with his immediate superior who shall make an oral, official response.

STEP TWO: If the grievance is not resolved at Step One, the employee shall submit a written grievance to his immediate superior. The immediate superior shall give a written response to the employee within ten (10) working days.

STEP THREE: If the grievance is unresolved at Step Two, all relevant information, including the written grievance, and response, shall be submitted to the next highest ranking superior within the employee's chain of command. A written response shall be given to the employee within ten (10) working days.

STEP FOUR: If the grievance is unresolved at Step Three, all relevant information, including the written grievance, with response, shall be submitted to the Chief of Police. Prior to making a

determination, the Chief shall hold a meeting with all involved parties relating to the Grievance. The Chief shall give a written response to the Employee within ten (10) working days.

STEP FIVE: If the grievance is not resolved at Step Four, the employee may within ten (10) working days of the Chief's response appeal the grievance to the Mayor, submitting all relevant information. Prior to making a determination, the Mayor or his Designee shall hold a meeting with all involved parties relating to the grievance. The Mayor shall give a written response to the employee within ten (10) days of said meeting.

30.09 If the employee is not satisfied with the disposition in Step Five, he or she may proceed to arbitration pursuant to Article XXVII of this Agreement.

30.10 Employees involved in a grievance, and their representatives, shall be permitted to attend meetings and hearings during regularly scheduled work hours without loss of pay, unless circumstances arise necessitating return to work. For purposes of this section, there shall be a maximum of three (3) employees or representatives permitted to attend such meetings during regularly scheduled work hours without loss of pay.

ARTICLE XXXI ARBITRATION PROCEDURE

31.01 If the grievance is not satisfactorily settled in Step 5, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within five (5) calendar days of the date of the answer at Step 4, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 4 reply.

31.02 Selection of the Arbitrator (FMCS)/American Arbitration Association (AAA). Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS/AAA. The party rejecting the list shall bear the costs of obtaining a new list from FMCS/AAA. If both parties reject the list, the cost of obtaining a new list will be split equally.

31.03 Authority of the Arbitrator. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language

therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall have the ability to modify the level of the discipline imposed upon finding that the employee has not engaged in any of the charged conduct. Upon a finding that by the preponderance of the evidence an employee has engaged in any portion of the charged conduct, the arbitrator shall not have the ability to mitigate the level of discipline imposed by the employer. The arbitrator is expressly confined to the precise issue submitted for arbitration and has 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 issue.

The arbitrator cannot recommend any right or relief on an alleged grievance occurring at any time other than during the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure.

- 31.04 Any such arbitration hearings shall be conducted in accordance with the rules promulgated by the Federal Mediation and Conciliation Service (FMCS)/AAA.
- 31.05 The parties shall be equally responsible for fees charged by the arbitrator(s).
- 31.06 Provided that management is advised in advance, in order to address scheduling needs, a maximum of three (3) representatives or employees shall be paid his normal wages while attending meetings or hearings during scheduled work hours.
- 31.07 The decision of the arbitrator may, at the discretion of the Employer or FOPGM be appealed through the civil court system.

ARTICLE XXXII SUBSTANCE ABUSE POLICY

- 32.01 The Employer and the "FOPGM" recognize the importance of a Substance Abuse Policy and hereby agree that such a policy, when completed, shall be included as an addendum to this Collective Bargaining Agreement. The Employer and the "FOPGM" further agree to meet as soon as possible to negotiate said Substance Abuse Policy.

ARTICLE XXXIII RANK DIFFERENTIAL

- 33.01 Employees assigned to the Detective Bureau shall receive a five percent (5%) pay differential, based upon the regular rate of their normal rank, during said assignment.
- 33.02 There shall be a twelve percent (12%) differential in base pay between the rank of Patrol Officer Class I and Police Sergeant.
- 33.03 There shall be a twelve percent (12%) differential in base pay between the rank of Police Sergeant and Police Lieutenant.

33.04 An employee serving as Executive Police Lieutenant shall receive a five percent (5%) pay differential above the regular Police Lieutenant pay rate.

ARTICLE XXXIV WORKING OUT OF CLASSIFICATION PAY

34.01 Employees in the rank of Police Sergeant or Lieutenant will be eligible for pay at the next higher classification only when they receive a temporary appointment by written order of the Chief of Police.

34.02 A lower ranking officer who is required to act in a higher rank on a temporary basis shall be entitled to receive the applicable pay rate of the higher rank commencing on the first day in service at the higher rank.

ARTICLE XXXV WAGES

35.01 Employer shall pay the entire pension contribution to the Police and Fire Disability Pension Fund in accordance with state law.

35.02 Wage Rates. Regular wage rates shall remain unchanged for the duration of this Agreement, except as temporarily modified below.

35.03 The regular hourly and annual rate schedules for all employees, by job classification, is set forth in Exhibit "A," attached hereto.

ARTICLE XXXVI PATROL SHIFT SUPERVISOR PAY

36.01 Patrol Shift Supervisor (Lieutenants/Sergeants) shall receive a premium of fifteen (15) minutes additional compensation per shift when said supervisors are on station in conducting administrative work including but not limited to briefing, schedule updates, roll call and in general preparing for patrol activities of the upcoming shift.

ARTICLE XXXVII EDUCATION PAY

37.01 Any bargaining unit employee who has received a Training Certificate attesting to having completed all law enforcement courses towards an Associate's Degree (no matriculation is necessary) shall receive an annual payment of four hundred dollars (\$400.00) payable in February of each year.

37.02 Any employee who has an Associate's shall receive an annual payment of five hundred dollars (\$500.00) payable in February each year.

37.03 Any employee who has a Bachelor's Degree or above shall receive an annual payment of six hundred dollars (\$600.00) payable in February each year.

ARTICLE XXXVIII PHYSICAL PROFICIENCY

- 38.01 All bargaining unit members shall be eligible for a Physical Proficiency Allowance upon successful completion of an optional, annual physical proficiency test.
- 38.02 The test shall be based upon standards developed by the Employer, ideally based upon the recommendation of a joint Employer/FOPGM physical standards board. While it is understood that the Employer shall have the final decision on the test standards, it is also understood that the standards shall not be unreasonable in either scope or application and shall bear a direct relationship to the requirements of the position of police officer.
- 38.03 Upon the request of the FOPGM, a joint Employer/FOPGM physical standards board shall be created. Said board shall be comprised of representatives of the Employer to be determined as necessary, and up to three (3) representatives of the FOPGM. Consistent with current provisions which pertain to collective bargaining sessions, FOPGM representatives to the board shall be allowed reasonable time off to participate in board meetings with the Employer, if held during a member's regular working hours without loss of pay, provided that the staffing needs of the Police Department are met, in the opinion of the Employer.
- 38.04 The Physical Proficiency Allowance shall be paid the first pay period in December each year in the following amounts:

One Thousand Four Hundred Dollars (\$1,400.00)

ARTICLE XXXIX FIREARMS PROFICIENCY

- 39.01 During the term of this agreement, all employees shall be required to complete the Firearms Re-qualification Program consistent with ORC Section 109.801, et seq.
- 39.02 Satisfactory qualification shall be evidenced by a written letter or memorandum of qualification from the police department range or training officer to the individual employee involved, and to the City.
- 39.03 Elimination of Proficiency Bonus. The parties acknowledge that a one thousand dollar (\$1,000.00) firearms proficiency bonus was eliminated and rolled into the base salaries.

ARTICLE XL PROMOTIONS

- 40.01 The Police Lieutenant and Police Captain promotional examination is to be comprised of four (4) separate components, listed as follows:
 - A. Written Examination
 - B. Efficiency Credit
 - C. Seniority Credit
 - D. Oral Examination

40.02 Written Examination:

- A. Passing grade to be set at seventy percent (70%). The candidate's passing score would serve as his/her credit points for passing the written examination.
- B. Any candidate passing the written examination will remain on the list and continue in the promotional process. Should a candidate fail the written examination, he/she would be removed from the promotional process.
- C. The written examination must be graded at the test site, with each candidate receiving his/her grade prior to leaving the test site.
- D. The on-site grade would not constitute a final, written grade. The final grade would only be achieved after the period of time allotted for the contesting of individual questions and answers.

40.03 Efficiency Credit:

- A. Mandatory efficiency evaluations are to be given to each officer at least once each year, although additional evaluations would be preferable.
- B. Efficiency Credit is to be determined by the accumulation and averaging of all evaluations given to an Officer for a period of three (3) years prior to the written examination test date. The evaluation rating system is to range from one (1) for poor performance to five (5) for outstanding performance. There would exist at any given time a minimum of three (3) evaluations suitable for Efficiency Credit. The maximum Efficiency credit which could be achieved for an examination period would therefore be five (5) points.
- C. There would be no requirement for all candidates to have received the same number of efficiency evaluations.

40.04 Seniority Credit:

Once an Officer has completed at least five (5) full years of continuous service with the Maple Heights Police Department prior to the date of the written examination, the following schedule will apply for Seniority Credit points:

<u>Years of Service Completed</u>	<u>Seniority Credit Points</u>
5	4.0
6	4.6
7	5.2
8	5.8
9	6.4
10	7.0
11	7.6

12	8.2
13	8.8
14	9.4
15 and above	

40.05 Oral Assessment:

The oral assessment will be conducted by an independent, professional organization trained in the area of law enforcement. Following the conclusion of the oral assessment process, the candidate will receive his/her grade for the oral assessment portion of the examination process prior to leaving the test site. This grade would not be subject to official contest. The candidate shall be advised of his/her test score prior to any other individual or organization. The oral assessment evaluation system is to range from one (1) for unacceptable performance to ten (10) for superior performance.

40.06 Final Score:

Each candidate's final score would be determined by adding the following points:

- A. Written Examination Score
- B. Efficiency Credit points
- C. Seniority Credit points
- D. Oral Assessment Score

For example: A nine (9) year veteran gets a 75 on the written examination. He has four (4) efficiency scores of 3.5, 4.0, 2.5 and 4.0. He receives a 6.5 on the oral assessment. His grade would be determined as follows:

- | | | |
|----|------------------------------|------------------------------|
| A. | For the Written Examination: | 75.0 |
| B. | For Efficiency Credit: | 3.5 (14 points divided by 4) |
| C. | For Seniority Credit: | 6.4 |
| D. | For the Oral Assessment: | 6.5 |

By adding these four (4) scores, this Officer's FINAL SCORE would be a 91.4.

ARTICLE XLI GENDER AND PLURAL

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

ARTICLE XLII

HEADINGS

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

ARTICLE XLIII

OBLIGATION TO NEGOTIATE

43.01 The Employer and the FOPGM acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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.

43.02 Therefore, for the life of this Agreement, the Employer and the FOPGM each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to 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, except as provided for specifically herein, 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 negotiated and signed this Agreement.

43.03 No changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is written accord by and between the parties hereto to do so. Any changes must be in writing and signed by both parties. Neither party shall attempt to achieve the alteration of this Agreement by any means except as provided in this Agreement.

43.04 Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and provided that such action is not already provided for by the Agreement, then the Employer, prior to making such change or taking action, shall inform the Union of said proposed change or action prior to the date of implementation and meet to discuss the effects of the matter with the Union. The Employer may unilaterally implement such changes after discussions have taken place.

ARTICLE XLIV

CONFORMITY TO LAW

44.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws, and invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

44.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in the proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which

shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XLV TOTAL AGREEMENT

45.01 This Agreement represents the entire Agreement between the Employer and the FOPGM.

ARTICLE XLVI DURATION


46.01 This Agreement shall become effective as of 12.01 a.m. July 1, 2015, and shall continue in full force and effect, along with any amendments made and accepted hereto, until midnight, June 30, 2018.

ARTICLE XLVII EXECUTION

47.01 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by Authority of Ordinance No. 2016-02 on this 17th day of FEBRUARY, 2016.

FOR THE CITY OF MAPLE HEIGHTS

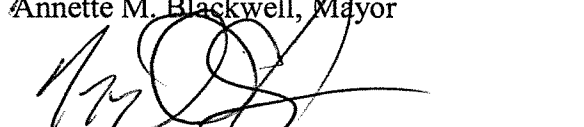
FOR THE FOPGM



Annette M. Blackwell, Mayor



FOPGM Sgt./Lt. Representative



Michael D. Esposito, Chief Negotiator

Robert Phillips, Esq., FOPGM Counsel

Approved as to legal form:



John Montello, Law Director

EXHIBIT "A"
HOURLY AND ANNUAL RATES SCHEDULE
Covering the Period
January 1, 2016 through May 31, 2018

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Sergeant	\$33.80	\$70,314.12
Sergeant-OIC Detective Bureau	\$35.47	\$73,780.11
Lieutenant	\$37.80	\$78,632.00
Lieutenant-OIC Detective Bureau	\$39.67	\$82,513.54
Executive Lieutenant	\$39.67	\$82,513.54

EXHIBIT "B"
POLICE OFFICER EMPLOYEE SICK LEAVE BANK
Sample Forms

POLICE OFFICER EMPLOYEE SICK LEAVE BANK
SICK LEAVE DONATION FORM

Name: _____ Department: _____

Social Security Number: _____ Employee ID Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

All bargaining unit employees are eligible to make donations of their accumulated sick leave hours to the Police Officer/Detective Employee Sick Leave Bank. Bargaining unit employees electing to donate sick leave hours will be required to complete a **POLICE OFFICER EMPLOYEE SICK LEAVE BANK DONATION FORM** and attach a copy of their most current paycheck stub which verifies their accrued sick leave balance. The completed form, signed and dated by the employee, with required attachment shall be forwarded to the Chief of Police for processing. The deduction of sick leave will appear on the next scheduled paycheck.

Eligible bargaining unit employees will be required to maintain a balance of at least two hundred and forty (240) hours of sick leave, should the employee be faced with personal illness, injury or non-job-related accident requiring the use of sick leave.

Pursuant to **ARTICLE XVII: POLICE OFFICER EMPLOYEE SICK LEAVE BANK**, I am donating _____ sick leave hours from my sick leave accrual balance to the Police Officer Employee Sick Leave Bank.

YES NO I have attached a copy of my most current paycheck stub verifying my sick leave accrual balance.

Signed: _____ Date: _____

APPROVED BY:

Supervisor: _____ Date: _____

Chief of Police: _____ Date: _____
(or his/her designee)

cc: Employee
Chief of Police
Finance Department
Employee Personnel File

**POLICE OFFICER EMPLOYEE SICK LEAVE BANK
REQUEST FOR SICK LEAVE HOURS**

Name: _____ Department: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Pursuant to **ARTICLE XVII: POLICE OFFICER EMPLOYEE SICK LEAVE BANK**, I am requesting _____ sick leave hours to be added to my Sick Leave balance.

YES NO I have been diagnosed with a serious health condition that makes me unable to perform my job functions.

YES NO As required by policy, I am enclosing a written report completed by my attending physician which includes the required criteria.

YES NO I have completed twelve (12) months of continuous employment with the Maple Heights Police Department.

YES NO I have used all available accrued Sick Leave.

YES NO I have used all available accrued Vacation Leave.

YES NO I have used all available accrued Holiday Leave.

YES NO I have donated at least twenty-four (24) sick leave hours to the Police Officer Employee Sick Leave Bank.

YES NO My serious health condition is not a result of a work-related illness, injury or accident.

YES NO I have not been disciplined for abuse of time or sick leave during the last three (3) calendar years.

Start Date of Anticipated Sick Leave: _____

Expected Date of Return to Work: _____

YES NO I will require a reduced work schedule for treatment of my serious health condition.

Please attach a copy of attending physician's recommendations or describe the requested Reduced Work Schedule:

**POLICE OFFICER EMPLOYEE SICK LEAVE BANK
REQUEST FOR SICK LEAVE HOURS
(Page 2)**

MONDAY: _____

TUESDAY: _____

WEDNESDAY: _____

THURSDAY: _____

FRIDAY: _____

SATURDAY: _____

SUNDAY: _____

Note: Pursuant to **ARTICLE XVII: POLICE OFFICER EMPLOYEE SICK LEAVE BANK**, an eligible employee will be granted up to a maximum of two hundred forty (240) hours of sick leave from the Police Officer Employee Sick Leave Bank, provided the requested number of hours are in the bank at the time of the employee's request. A Request for Sick Leave Hours form must be based on an employee's serious health condition AND must be accompanied by verifying medical certification from a physician.

I hereby authorize the Maple Heights Police Department to contact my attending physician to verify my serious health condition, treatment plan and recovery period or for any other information concerning my request,

By signing this request form, I declare that all information provided by me in my Request For Sick Leave Hours from the Police Officer Employee Sick Leave Bank are true and accurate to the best of my knowledge.

Signature: _____ Date _____

APPROVED BY:

Chief of Police: _____ Date: _____
(or his/her designee)

Review Board Member: _____ Date: _____

cc: Employee
Chief of Police
Finance Department
Employee Personnel File

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER
REQUEST FOR SICK LEAVE HOURS**
pursuant to
ARTICLE XVII: POLICE OFFICER SICK LEAVE BANK

Name of Employee: _____

Diagnosis: _____

Date Condition Began: _____

Probable duration of condition: _____

Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.

By Physician or Practitioner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ Office Telephone: _____

By another provider of health services, if referred by Physician or Practitioner:

MEDICAL RELEASE

I authorize the release of any medical information necessary to process the above Request Sick Leave Hours from the Police Officer Employee Sick Leave Bank pursuant to **ARTICLE XVII: POLICE OFFICER SICK LEAVE BANK.**

Employee Signature: _____ Date: _____

cc: Employee
Chief of Police
Director of Human Resources

SIDE LETTER

The parties agree that should the City agree to a different insurance structure than is contained in Article 27, Insurance, as a result of its successor negotiations with the IAFF unit, the Union may file to reopen negotiations on matters with cost implications to the Employer.