

CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

December 13, 2022

7:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of November 22, 2022

Minutes of the Executive Session on November 22, 2022

COMMUNICATIONS

Notice to Legislative Authority from Ohio Division of Liquor Control requesting TREX permit to El Torito Tacos, 7523 Pearl Road from Stephanie Elverd, Toronto Ohio. No objections from Chief Tomba.

AUDIENCE PARTICIPATION

APPOINTMENTS AND CONFIRMATIONS

ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Ference, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Grech, Chairman

MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director
6. Executive Assistant

CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

DECEMBER 13, 2022

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UN-NUMBERED LEGISLATION

INTRODUCED BY MAYOR CASTELLI

An Ordinance to make supplemental appropriations for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022.

INTRODUCED BY MAYOR CASTELLI

An Ordinance to make appropriations for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2023 and declaring an emergency.

INTRODUCED BY MAYOR CASTELLI

An Ordinance authorizing the mayor of the City of Middleburg Heights to enter into a contract with the Fraternal Order of Police/Ohio Labor Council, Inc. for police sergeants and declaring an emergency.

INTRODUCED BY MAYOR CASTELLI

An Ordinance authorizing the mayor of the City of Middleburg Heights to enter into a contract with the Fraternal Order of Police/Ohio Labor Council, Inc. for police patrolmen and declaring an emergency.

INTRODUCED BY MAYOR CASTELLI

An Ordinance authorizing the mayor of the City of Middleburg Heights to enter into a contract with the International Association of Fire Fighters, Local 2018, AFL-CIO, and declaring an emergency.

INTRODUCED BY MAYOR CASTELLI

An Ordinance authorizing the mayor of the City of Middleburg Heights to enter into a contract with the Local Association of Public Service Workers and declaring an emergency.

INTRODUCED BY MAYOR CASTELLI

An Ordinance establishing rates of compensation for certain municipal employees and officers and declaring an emergency.

INTRODUCED BY MAYOR CASTELLI

An Ordinance amending Section 139.02 "Holidays" of the Middleburg Heights Codified Ordinances.

**NOTICE TO LEGISLATIVE
AUTHORITY**

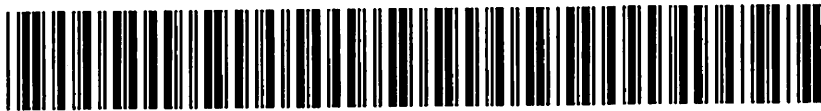
OHIO DIVISION OF LIQUOR CONTROL
6808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

24601460010		TREX	EL TORITO TACOS LLC DBA EL TORITO TACOS 7523 PEARL RD MIDDLEBURG OH 44130	
PERMIT NUMBER		TYPE		
02	01	2022		
ISSUE DATE				
11	28	2022		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	352	C	F28785	
TAX DISTRICT		RECEIPT NO.		

FROM 11/30/2022 **SAFEKEEPING**

2458387			STEPHANIE ELVERD 8898 SR213 KNOX TWP TORONTO OH 43964	
PERMIT NUMBER		TYPE		
02	01	2022		
ISSUE DATE				
11	28	2022		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
41	912			
TAX DISTRICT		RECEIPT NO.		



MAILED 11/30/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

01/03/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C TREX 2460146-0010

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

**CLERK OF MIDDLEBURG HGTS CITY COUNCIL
ATTN: CLERK OF COUNCIL
15700 BAGLEY RD
MIDDLEBURG HEIGHTS OHIO 44130**

Mary Ann Meola

From: Edward Tomba <etomba@middleburgheights-oh.gov>
Sent: Tuesday, December 6, 2022 1:19 PM
To: Mary Ann Meola
Subject: RE: Trex Liquor Request - El Torito Tacos

Mary Ann,

No objections to the transfer of this permit.

Ed Tomba
Chief of Police

From: Mary Ann Meola <mmeola@mbhts.com>
Sent: Monday, December 5, 2022 11:51 AM
To: Edward Tomba <etomba@middleburgheights-oh.gov>
Subject: Trex Liquor Request - El Torito Tacos

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Chief,

Attached please find a Trex Liquor Permit transfer.

Please let me know if you have any objections.

Thank you,

Mary Ann

City of Middleburg Heights, Ohio

Ordinance No. 2022-_____

Introduced by: Mayor Castelli

AN ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR CURRENT EXPENDITURES AND EXPENSES FOR THE CITY OF MIDDLEBURG HEIGHTS FOR THE CALENDAR YEAR 2022

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the General Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Police - Wages & Fringe Benefits - Overtime	\$ 145,000.00
Police - Wages & Fringe Benefits - Overtime Comp Sellback	\$ 27,500.00
Police - Wages & Fringe Benefits - Regular Wages	\$ (100,000.00)
Police - Wages & Fringe Benefits - Part-time Wages	\$ (57,500.00)
Fire - Wages & Fringe Benefits - Overtime	\$ 100,000.00
Fire - Wages & Fringe Benefits - Regular Wages	\$ (100,000.00)
Service - Wages & Fringe Benefits - Regular Wages	\$ 40,000.00
Service - Wages & Fringe Benefits - Overtime	\$ 75,000.00
Facility Maintenance - Wages & Fringe Benefits - Overtime	\$ 5,000.00
Advances - Advance to Capital Improvement Fund (Awaiting NEORSD Reimb.)	\$ 235,000.00
Total Increase to the General Fund	\$ 370,000.00

Section 2. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the SCM&R Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Streets - Wages & Fringe Benefits - Overtime	\$ 30,000.00
Total Increase to the SCM&R Fund	\$ 30,000.00

Section 3. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Recreation Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Recreation Programs - Other - Utilities	\$ 12,000.00
Community Center - Other - Utilities	\$ (12,000.00)
Recreation Programs - Wages & Fringe Benefits - Regular Wages	\$ 3,000.00
Recreation Programs - Wages & Fringe Benefits - Part-time Wages	\$ 6,000.00
Community Center - Wages & Fringe Benefits - Regular Wages	\$ (9,000.00)
Total Decrease to the Recreation Fund	\$ -

Section 4. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the FEMA Grant Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Fire - Capital - Diesel Exhaust System	\$ (19.90)
Total Decrease to the FEMA Grant Fund	\$ (19.90)

Section 5. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Capital Improvements Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Service - Capital - Salt Dome Repairs	\$ (9,600.00)
Fac. Maint - Capital - Skylight Replacement	\$ (42,300.00)
Gen. Govt. - Capital - Traffic Pole Replacements	\$ (77,300.00)
Total Decrease to the Capital Improvements Fund	\$ (129,200.00)

Section 6. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Streets/Infrastructure Improvements Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Streets - Capital - Indian Creek Relief Sewer Project	\$ (1,700,000.00)
Total Decrease to the Streets/Infrastructure Improvements Fund	\$ (1,700,000.00)

Section 7. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Architect Review Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Professional Services	\$ (1,250.00)
Total Decrease to the Architect Review Trust Fund	\$ (1,250.00)

Section 8. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Builders Bond Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Refunds and Reimbursements	\$ (16,000.00)
Total Decrease to the Builders Bond Trust Fund	\$ (16,000.00)

Section 9. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Examination of Plans Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Professional Services	\$ (5,000.00)
Total Decrease to the Examination of Plans Trust Fund	\$ (5,000.00)

Section 10. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Yard Grade Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Professional Services	\$ (1,400.00)
Total Decrease to the Yard Grade Trust Fund	\$ (1,400.00)

Section 11. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Sidewalk Grade Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Professional Services	\$ (100.00)
Total Decrease to the Sidewalk Grade Trust Fund	\$ (100.00)

Section 12. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Tree Planting Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Professional Services	\$ (500.00)
Total Decrease to the Tree Planting Trust Fund	\$ (500.00)

Section 13. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Misc. Insp. Trust Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - Refunds and Reimbursements	\$ (5,000.00)
Total Decrease to the Misc. Insp. Trust Fund	\$ (5,000.00)

Section 14. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Flexible Spending Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Flexible Spending - Other - Medical Reimbursement (Adjust to actual)	\$ 14,800.00
Total Increase to the Flexible Spending Fund	\$ 14,800.00

Section 15. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2022, the following sums be appropriated from the Board of Building Standards Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Building - Other - State Fee	\$ (1,780.00)
Total Increase to the Board of Bldg. Standards Trust Fund	\$ (1,780.00)

Section 16. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council, and that all

deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

PRESENTED TO MAYOR _____

APPROVED ON: _____

	YEAS	NAYS
BORTOLOTTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
GRECH	_____	_____

MAYOR

Finance Department
CITY OF MIDDLEBURG HEIGHTS

15700 Bagley Road • Middleburg Heights, Ohio 44130-4832
440/234-8989 • Fax 440/234-4934 • E-mail: finance@middleburgheights.com



Matthew Castelli
Mayor

Jason Stewart, CPA
Director of Finance

Memorandum

To: Members of Council
From: Jason Stewart, CPA, Finance Director
Date: December 8, 2022
Subject: Clean-up Appropriation

Attached you will find the 2022 clean-up appropriation ordinance for your consideration. There are a number of items for your consideration. I have broken them down by fund below:

Sections #1-2: General Fund and SCM&R Fund

Item 1.) As previously reported, a transfer of Regular and Part-time Wages and an additional \$15,000 to Overtime Wages (\$145,000) and Overtime Comp Sellback (\$27,500) in the Police Department as additional overtime costs were incurred to maintain staffing as the result of a number of long-term absences in the department.

Item 2.) As previously reported, a transfer of Regular Wages to Overtime Wages (\$100,000) in the Fire Department as additional overtime costs were incurred to attempt to maintain staffing at six men per shift due to four extended leaves and two resignations.

Item 3.) As previously reported, additional appropriation is needed for staffing in the Service Department. Regular Wages (\$40,000) and Overtime Wages (\$75,000) in the Service Department, Facility Maintenance Overtime (\$5,000), and Streets Department Overtime (\$30,000) as additional overtime costs were incurred due to an increased need for snow plowing, landscaping maintenance, and manning at community events.

Item 4.) We are expected to receive \$235,000 in funding from NEORSD for the purchase of the vacuum truck in 2022 that will be reimbursed through the Community-Cost Share program. Those funds will not be received prior to the end of 2022; therefore, we will need to advance these funds and repay the General Fund once those funds are received in 2023.

Section #3: Recreation Fund -

Item 1.) Transfer of appropriation from the Community Center utilities budget to the Recreation Programs utilities budget of \$12,000 as a result of increased utility usage at the Koeppe soccer fields and baseball fields.

Item 2.) As previously reported, a transfer of wages between the two departments within the Recreation Department. As discussed at the budget hearing, those two separate departments will be merged in 2023.

(OVER)

Sections #4-6: FEMA Grant & Capital Improvement Funds

Item 1.) A reduction (\$19.90) in the appropriation for the FEMA Grant Fund as the grant revenue came in under budget based on the project costs coming in under budget, therefore appropriations must be reduced so that they do not exceed the resources of that fund.

Item 2.) A reduction in the appropriation for several projects as those projects came in under budget. I am reducing the appropriation to avoid having to advance funds relative to the state capital grant that we are awaiting for the Police Station courtyard so that appropriations do not exceed the resources of the fund.

Item 3.) A reduction in the appropriation for the Indian Creek Relief Sewer project as a contract has not been awarded on that project. The estimated revenues and appropriation associated with the project will need to be reduced so that appropriations do not exceed the resources of the fund.

Sections #7-15: Various Funds

These items are monies held in trust for others. Revenue collections for the Flexible Spending Fund have exceeded budgeted revenue for the year. The appropriation must be increased to facilitate payment for those employee plans. The revenue collections for the Architect Review Trust Fund, Builder's Bond Trust Fund, Examination of Plans Trust Fund, Yard Grade Trust Fund, Sidewalk Grade Trust Fund, Tree Planting Trust Fund, Misc. Inspection Trust Fund, and Board of Building Standards Fund came below original estimates, therefore appropriations must be reduced so that they do not exceed the resources of that fund.

Thank you for your consideration of these items, as always should you have any questions, please feel free to give me a call.

DELIVERED DEC 08 2022

City of Middleburg Heights, Ohio

Appr2301.doc

Ordinance No. 2022-_____

Introduced by: Mayor Matthew Castelli

**AN ORDINANCE
TO MAKE APPROPRIATIONS
FOR CURRENT EXPENDITURES AND EXPENSES
FOR THE CITY OF MIDDLEBURG
HEIGHTS FOR THE CALENDAR YEAR 2023
AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS,
CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2023, the following sums shall be appropriated as shown in the attached 2023 Appropriations schedule, marked Exhibit A.

Section 2. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure, immediately necessary for the preservation of the public peace, health and safety of the citizens of the City of Middleburg Heights, Ohio. Such necessity the immediate emergency being the necessity of appropriating the funds and accounts shown on Exhibit A, in order to allow the City to pay obligations of the City for the year 2023. Therefore, this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

PRESENTED TO MAYOR _____

APPROVED ON: _____

	YEAS	NAYS
BORTOLOTTA	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
ERENCE	_____	_____
GRECH	_____	_____

MAYOR

**CITY OF MIDDLEBURG HEIGHTS
APPROPRIATIONS 2023**

EXHIBIT A

Department	Total Wages & Fringe Benefits	Total Other	Department Total
Police	\$ 5,413,781.94	\$ 1,156,724.00	\$ 6,570,505.94
Fire	4,413,484.65	438,839.00	4,852,323.65
Senior Bus	-	96,000.00	96,000.00
Planning & Zoning	113,911.84	4,700.00	118,611.84
Building Department	775,755.49	31,100.00	806,855.49
Engineer	-	58,532.31	58,532.31
Refuse Removal	-	1,540,000.00	1,540,000.00
Mayor's Court	312,217.17	8,000.00	320,217.17
Community Diversion	-	8,860.00	8,860.00
Mayor	600,970.32	10,300.00	611,270.32
Economic Development	182,109.88	349,700.00	531,809.88
Finance	637,514.19	44,600.00	682,114.19
Law Department	363,840.70	142,350.00	506,190.70
Service Department	3,188,731.33	446,500.00	3,635,231.33
Service Department Fac. Maint	477,758.02	316,900.00	794,658.02
Council	493,040.51	82,550.00	575,590.51
Boards & Commissions	3,246.42	7,900.00	11,146.42
Safety Director	-	-	-
City Hall/Gen'l Gov't	225,000.00	910,250.00	1,135,250.00
Statutory Accounts	-	934,700.00	934,700.00
Transfers	-	1,660,000.00	1,660,000.00
Advances	-	200,000.00	200,000.00
TOTAL GENERAL FUND	\$ 17,201,362.46	\$ 8,448,505.31	\$ 25,649,867.77
S.C.M. & R. Fund	\$ 1,057,616.85	\$ 1,258,500.00	\$ 2,316,116.85
State Highway Fund	-	65,000.00	65,000.00
Recreation Fund	2,163,777.20	933,550.00	3,097,327.20
Court Computer	-	11,800.00	11,800.00
L.E. Education	-	-	-
L.E. Drug Penalty	-	-	-
L.E. Contra Seizure	-	2,000.00	2,000.00
L.E. Drug Fine Fund	-	-	-
Police Prof. Training Fund	-	9,500.00	9,500.00
Medical Transport Fund	45,147.01	78,500.00	123,647.01
FEMA Grant Fund	-	-	-
Local Fiscal Recovery Fund	-	2,477,326.87	2,477,326.87
PACE Special Assessment Fund	-	294,700.00	294,700.00
Bond Retirement	-	1,663,407.00	1,663,407.00
Capital Improvements	-	2,155,076.43	2,155,076.43
Streets/Infrastructure Imp.	-	2,226,000.00	2,226,000.00
Fat Head's Brewing TIF Fund	-	80,000.00	80,000.00
Health Insurance Reserve	-	3,845,000.00	3,845,000.00
Police Pension Fund	190,000.00	100.00	190,100.00
Fire Pension Fund	190,000.00	100.00	190,100.00
Architect Trust Fund	-	11,000.00	11,000.00
Builders Bond Trust	-	82,000.00	82,000.00
Examination of Plans	-	66,000.00	66,000.00
Yard Grade Trust	-	4,000.00	4,000.00
Sidewalk Grade Trust	-	100.00	100.00
Tree Planting Trust	-	7,500.00	7,500.00
Misc Inspection Deposit	-	35,000.00	35,000.00
Unclaimed Monies Trust	-	144,800.00	144,800.00
Veterans Memorial	-	7,500.00	7,500.00
Rental Deposit Fund	-	1,400.00	1,400.00
Flexible Spending Trust Fund	-	86,472.00	86,472.00
Tri-City Bark Park Fund	-	10,000.00	10,000.00
Bd. of Building Stds.	-	7,500.00	7,500.00
Southwest General	-	197,100.00	197,100.00
TOTAL ALL FUNDS	\$ 20,847,903.52	\$ 24,209,437.61	\$ 45,057,341.13

A - Reduced by \$75,000 for Service pickup truck acquired in 2022.

B - Increased by \$15,000 for the annual sidewalk program per budget hearing of 12/5/2022.

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022- _____

Introduced By: Mayor Castelli

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF MIDDLEBURG HEIGHTS TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. FOR POLICE SERGEANTS AND DECLARING AN EMERGENCY

WHEREAS, Council and the Administration have conducted extensive negotiations with the Fraternal Order of Police/Ohio Labor Council, Inc., as the bargaining representative for certain employees of the Police Department; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and he is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police/Ohio Labor Council, Inc., on behalf of certain employees of the Police Department, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 3: That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Middleburg Heights, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented To Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

AN AGREEMENT

between

THE CITY OF MIDDLEBURG HEIGHTS, OHIO

and

THE

**FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.
(SERGEANTS)**

EFFECTIVE: January 1, 2023

EXPIRES: December 31, 2025

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Middleburg Heights, Ohio, hereinafter referred to as "the Employer", and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as "the Union".

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees of the Police Department occupying the positions of sergeant, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term provided by law.

3.02 The Employer agrees to meet and negotiate the rates of pay for any newly created job title that would properly be included in the bargaining unit.

ARTICLE 4

DUES DEDUCTIONS

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

4.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made with each month's remittance.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 within thirty (30) days from the date of making said deductions.

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

ARTICLE 6

NO-STRIKE

6.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the

withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to the Union indemnifying and holding the Employer harmless from any and all costs arising from the Union's violation of this Article.

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

6.05 The Employer agrees that it shall not lock-out any employees.

ARTICLE 7

PROMOTIONS

7.01 No person shall be eligible to be promoted unless he has at least twenty-four (24) months in the next lower rank (not to include probationary periods). Whenever a vacancy occurs in a position above Patrol Officer and there is no eligible list for such rank, the Civil Service commission shall within sixty (60) days of such vacancy hold a competitive promotional examination. If less than two (2) eligible employees in the next lower rank register for the promotional examination, the Employer shall permit otherwise ineligible employees in that next lower rank to likewise register for the promotional examination before opening the examination to a lower classification. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the Employer the names of the three (3) persons having the highest rating. Upon such certification the Employer shall appoint one (1) of the three (3) persons so certified within thirty (30) days from the date of such certification. If there is an eligibility list the Commission shall, where there is a vacancy and upon request from the Employer, immediately certify the names of the three (3) persons having the highest rating on the eligibility list.

ARTICLE 8

PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of eighteen (18) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, or to the Civil Service Commission.

8.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion providing such discretion is not exercised in an arbitrary or capricious manner, to demote such

employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission.

8.03 If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

ARTICLE 9

NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, pregnancy, sexual orientation, gender identity, marital status, citizenship status, physical/mental disability, genetic information, or status as a protected veteran.

9.02 The Union agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 10

EMPLOYEE RIGHTS

10.01 Except when on duty or acting in an official capacity, no employee shall be prohibited from engaging in non-partisan political activity or be denied the right to refrain from engaging in such activity.

10.02 Whenever an employee is under investigation for alleged malfeasance, misfeasance or non-feasance of official duty, with a view to possible disciplinary action, demotion, dismissal or criminal charges, he shall have the right to confer with a representative of the Union prior to making any statement.

10.03 An employee has the right to the presence and advice of a Union representative at all disciplinary interrogations where the employee is to be the subject of such disciplinary action.

10.04 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participation in an investigation may be the basis of such a charge and result in disciplinary action.

10.05 An employee may request an opportunity to review his personnel file during normal hours, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file along with an Employer representative. A request for copies of items included in the file shall be honored at no cost. Employees shall be notified if any non-Employer representative wishes to see their file.

10.06 Employees shall receive a copy of any document placed in their file, except for confidential documents (i.e. pre-employment investigations, recommendations, etc.). All items in

an employee's file with regard to complaints and investigations will be clearly marked as to final disposition. Employees shall be able to file a written response to such material which shall be attached to the document in question.

10.07 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable times with consideration for the employee's work shift, unless operational necessities require otherwise.

10.08 If an employee to be questioned is, at that time, a witness and not under investigation, he shall be so advised of such status.

10.09 No employee shall be required to take any polygraph (lie detector) examination or similar test as a condition of continued employment.

10.10 Employee evaluations (annual or semi-annual) shall be made in as fair and equitable manner as practical.

10.11 At the discretion of the Chief, an employee may use an Employer-owned vehicle when on the Employer's business, when such vehicle is reasonably available.

10.12 In the event of the death of an employee, all sums of money earned and payable pursuant to other provisions of this Agreement, shall be paid to the employee's spouse. If no spouse, then in equal portions to the employee's dependent children. If none, then to the employee's estate.

10.13 Records of previous disciplinary actions in the form of oral reprimands that are more than 6 months old will not be considered when determining the appropriate discipline to be imposed. Records of written reprimands shall not be used in subsequent disciplinary action after such records are more than 18 months old. Records of unpaid suspensions shall not be used after 24 months, providing there has been no intervening disciplinary action during such time periods. This Section does not apply to disciplinary action for harassment.

10.14 No seniority shall be accrued during an unpaid leave of absence except as otherwise provided in Section 35.04. Seniority will be held at the amount the employee possesses at the beginning of the leave. When the employee returns from leave, such seniority will commence accruing and be added to the previous amount possessed at the time the leave began.

ARTICLE 11 LABOR-MANAGEMENT COMMITTEE

11.01 There shall be created a Labor-Management Committee consisting of not more than three (3) Employer representatives and not more than three (3) Union representatives.

11.02 Such Committee shall meet at a mutually agreeable time, upon the request of either party, to discuss matters of mutual concern, providing that matters subject to negotiations or grievance shall not be discussed without the parties' mutual agreement.

11.03 Matters concerning the distribution of training opportunities shall be discussed at a labor-management committee meeting with the Mayor or Safety Director in attendance.

11.04 Matters concerning the replacement of the current uniform or the replacement of damaged or stolen uniforms or personal items shall be discussed at a labor-management committee with the Chief of Police in attendance. This provision shall not alter the current requirement of submitting a Form 1 request for discretionary reimbursement.

ARTICLE 12 HOLIDAYS

12.01 All full-time employees shall receive the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Law Day	Christmas Eve (1/2 day)
Memorial Day	New Year's Eve (1/2 day)
Juneteenth	

12.02 In order to be eligible for the above paid holidays, the employee must report to work and actually work the last scheduled workday before the holiday and immediately after the holiday, unless specifically excused by the Department Head or the Mayor, or the employee is on an authorized vacation. The scheduling of employees to work on Thanksgiving, Christmas Eve, Christmas Day and Easter, shall be as equitable as practical.

12.03 Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his straight time rate of pay and shall notify the Chief of his election.

12.04 Should an employee elect to take the time off instead of pay for the holiday, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken.

12.05 An employee who elects to take time off for holidays shall be required to take the time during the year in which it is accumulated and not be able to carry the time over into the next year.

12.06 When an employee works on Independence Day or on Christmas Day, he shall receive time-and-one-half his regular rate of pay for all hours worked on those two days, in addition to the holiday pay specified above.

ARTICLE 13 VACATIONS

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

LENGTHY OF SERVICE	ANNUAL VACATION	BI-WEEKLEY ACCRUAL
Prior to the completion of 5 years	2 weeks	3.08 hours
After completion of 5 years	3 weeks	4.62 hours
After completion of 10 years	4 weeks	6.16 hours
After completion of 15 years	5 weeks	7.70 hours
After completion of 20 years	6 weeks	9.23 hours

13.02 Vacation time shall be taken at a time approved of by the Department Head or Chief in segments of not less than four (4) hours.

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

13.04 Any earned and accrued, but unused, vacation time shall be paid out at the employee's regular rate of pay upon the employee's resignation, termination, retirement or death.

13.05 No employee shall be permitted to accumulate more vacation time than he could earn in two years of continuous employment. Any vacation time accumulated in excess of such limit shall be forfeited if not used by the employee, unless specifically otherwise authorized by the Mayor.

13.06 An employee who has been employed for a length of time so that the employee is eligible for four (4) weeks' vacation or more in any one (1) year, shall be allowed to accumulate up to one (1) week of vacation each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

13.07 Any employee of the Employer hired after January 1, 1987, 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 said vacation time to his accumulated vacation time with the Employer, provided such time does not exceed three (3) years credit.

13.08 The parties agree that Middleburg Heights Ordinance No. 1995-41, a copy of which is attached as Exhibit A, is incorporated into this Agreement. The benefits contained in the ordinance must be elected by the employee. This Agreement shall prevail over any specific conflicting provisions of the Ordinance.

13.09 Based on Middleburg Heights Ordinance No. 1995-41, any employee who has ten (10) or more years credit for purposes of computing vacation shall be paid for the fourth (4th) week in equal payments with the employee's regular salary spread over the year in which the vacation is earned unless the employee notifies the finance department and obtains approval of the Chief in writing prior to the beginning of such year that the employee opts to accept all four (4) weeks of vacation. This provision is effective only as long as the ordinance exists.

13.10 Based on Middleburg Heights Ordinance 1995-41, any employee who has twenty (20) or more years credit for computing vacation shall be paid for the fifth (5th) and sixth (6th) week in equal payments with the employee's regular salary spread over the year in which the vacation is earned unless the employee notifies the finance department in writing prior to the beginning of such year and obtains approval of the Chief that the employee opts to accept all six (6) weeks of vacation. This provision will become ineffective if the ordinance is repealed.

ARTICLE 14 SICK LEAVE

14.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and 4) appointments with medical care providers that cannot be scheduled on off-duty hours.

14.02 All full-time employees shall earn sick leave at the rate of 4.62 hours on a bi-weekly basis and may accumulate such sick leave to an unlimited amount; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

14.03 An employee who is to be absent on sick leave shall notify the dispatcher 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, except in an emergency.

14.04 Sick leave may be used in segments of one-quarter (1/4) hour but only after at least one (1) hour is used.

14.05 Before an absence may be charged against accumulated sick leave, the Chief 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 by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) consecutively scheduled work days must supply a physician's report to be eligible for paid sick leave.

14.06 If the 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 Chief 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.

14.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

14.08 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 not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

14.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or step-children and parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, parents-in-law and grandparents.

14.10 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, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in effect to his new department.

14.11 Only an employee of the Employer hired before January 1, 1989, 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 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.

14.12 Upon the retirement of a full-time employee who has not less than (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by one third (1/3) the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed eighty five (85) days. Upon the retirement of a full-time employee who has not less than 15, 20 or 25 years of service with the City, such employee shall be entitled to one-third (1/3) payout as set forth herein, not to exceed ninety five (95) days for employees with fifteen (15) years of service, one hundred five (105) days for employees with twenty (20) years of service and one hundred fifteen (115) days for employees with twenty-five (25) years of service.

14.13 An employee eligible for cash payment pursuant to paragraph 14.12 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

14.14 Normal sick leave usage shall not count against employees in personnel evaluations.

14.15 Employees may, at their option, convert unused sick leave hours in a plan year as follows.

Any employee attaining a sick time bank of 960 hours by June 30, of any year, will be eligible for a cash payment based on a portion of the amount of sick leave accrued and unused during the next year, starting July 1, through June 30, of the following year. The amount will be prorated in the event the employee is separated from service before June 30th. The employee must elect to be paid the sick time conversion by June 1 of the qualifying year. The benefit shall be paid during the month of July following the accrual year in accordance with the following schedule:

Employees attaining and maintaining 960 hours of sick time shall receive a payment equal to 35% of the unused sick leave accrued during the plan year.

After 15 years of continuous service - 40% of unused sick leave accrued during the plan year.

After 20 years of continuous service - 45% of unused sick leave accrued during the plan year.

After 25 years of continuous service - 50% of unused sick leave accrued during the plan year.

After 30 years of continuous service - 55% of unused sick leave accrued during the plan year.

After 35 years of continuous service - 60% of sick leave accrued during plan year.

Payment for said sick leave shall be at his or her daily rate of pay at the time of conversion.

If the sick time conversion is not elected, any accrued but unused sick time will remain in the employee's sick time bank and either be used in accordance with the sick time provision as defined in this Article or be paid at the time of retirement in accordance with Section 14.12.

Years of continuous service shall be determined as of June 30 preceding the accrual year. Years of service accumulated by an officer or employee in one department or division who transfers to another department or division shall count towards continuous service. Employment with the State or any other political subdivision of the State shall count towards continuous service provided the employee is employed by the City within ten years from his or her

termination from such other public employer. Purchased service credit shall count towards longevity of service. Each three years served as a part-time office or part-time employee of the City shall count as one year of continuous service for the purpose of the annual conversion program.

14.16 The City agrees to allow employees to "roll-over" their sick leave cash-out into their Deferred Compensation account pursuant to the following terms:

- (a) Election to participate would take place no earlier than two years before an employee is eligible to retire. Election to participate must be made pursuant to written authorization. Payments will be made annually on behalf of those employees electing to participate in the program.
- (b) Employee will have to have completed at least 23 years of service and be at least 46 years of age to participate.
- (c) Cash out limits will remain the same as posted in the contract and Codified Ordinances, i.e.: one-third ($1/3$) not to exceed one hundred five (105) days after twenty (20) years of service, one-third ($1/3$) not to exceed one hundred fifteen (115) days after twenty-five (25) years of service, one-third ($1/3$) not to exceed one hundred twenty-five (125) days after thirty (30) years of service.
- (d) $2/3$ of the amount is forfeited, but
- (e) Any remaining sick time over and above the payout but to the limit will remain in the employee's sick time bank, for use as needed.
- (f) Example, a 23 year employee having 2,640 hours of accumulated sick time decides to be paid out in accordance with this program. $2,640/3 = 880$ hours or 110 days to be paid, but can only be paid for 105 days. Thus, 5 days, 40 hours of sick time remains in bank.
- (g) The employee will continue to accumulate sick time, for their use, or participate in the annual sick leave conversion program, if their sick leave bank was more than 960 hours at the time of election to participate.
- (h) Employees may cash in all or part of sick leave as he or she sees fit, so long as limits imposed by Deferred Compensation Guidelines are not exceeded.
- (i) Cash out will be paid at the employee's rate of pay at the time of each cash out.
- (j) No further cash out above the limit will be paid upon retirement.
- (k) Any disputes or differences in interpretation will be resolved by the Union, the City and the affected employee through negotiations.

- (l) City will be "held harmless" by participating employee.

14.17 Consistent with the terms of City Ordinance 2002-107, employees may voluntarily donate unused sick leave in order to provide assistance to other full-time employees who are in critical need of leave do to serious illness or injury of the employee or the employee's immediate family, subject to the discretion of the Chief of Police.

ARTICLE 15 PERSONAL LEAVE

15.01 All employees shall, in addition to all other leave benefits, be granted thirty two (32) hours of personal leave time each year which are to be taken within the year earned.

15.02 Personal leave time shall only be taken with the advance approval of the Chief and when the work shift is at sufficient strength so the Employer will not be required to have another employee work for the employee requesting the day off.

15.03 Unused personal leave time may be added to the employee's sick leave accumulation, providing such accumulation is not at the maximum amount allowed by Article XIV, "Sick Leave".

ARTICLE 16 FUNERAL LEAVE

16.01 An employee shall be granted time off with pay for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, brother, sister or parents-in-law.

16.02 An employee shall be granted time off with pay in the amount of one (1) workday for the purposes of attending a funeral of the employee's grandparent, step-parent and step grandparent.

ARTICLE 17 INJURY LEAVE

17.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than three (3) work days, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. At the Employer's request, the injured employee will file for lost wages with Worker's Compensation and sign a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. In the event Worker's Compensation pays benefits to the employee and/or Employer, the employee's sick leave for the first three (3) days shall be restored to the amount of compensation paid for those days.

17.02 If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the Mayor's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

17.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

17.04 In the event the Employer grants injury leave and the employee's Workers Compensation claim is ultimately denied on the substantive merits of a claim after all administrative appeals through the Bureau and/or Ohio Industrial Commission, or after the employee's failure to timely appeal through the administrative process, the employee shall reimburse the Employer all sums advanced. Reimbursement shall first be charged to accrued but unused sick leave, if available. If further reimbursement is necessary, the employee shall either forfeit his vacation leave and/or reimburse the Employer through payroll deductions in an amount mutually agreeable between the City and the employee.

17.05 No holiday time or pay shall be earned for holidays on which an employee is off on injury leave.

17.06 Employees may return to work on a light duty assignment at the Chief's sole and exclusive discretion. They City reserves the right to place pregnant employees on a light duty assignment, as appropriate.

ARTICLE 18 OVERTIME PAY AND COURT TIME

18.01 All employees shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate for all overtime when approved of by the Chief or compensatory time computed at the same rate to be taken in the future as approved. Overtime shall be defined as any approved work in excess of an employee's regular tour of duty in one (1) day or eighty (80) hours in a bi-weekly pay period. Employees who elect paid overtime in lieu of compensatory time will have longevity, shift differentials, premium payments to detectives and premium pay included as part of the overtime rate.

18.02 Whenever approved by the Chief, employees called into work or appearing in court on behalf of the Employer for a time period of less than three (3) hours, when the employee is not on duty, shall be paid not less than three (3) hours pay at the rate of one and one-half (1 ½) times the employees regular hourly rate.

18.03 Any employee who is required to be absent from work due to serving as a juror, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all

fees and/or expenses he receives from such duty to the Employer and returns to work as soon as practical.

18.04 Overtime, to the extent reasonably practical, shall be equitably distributed within the various divisions of the Department.

18.05 Compensatory time may be accumulated to a maximum of two hundred (200) hours. Any overtime worked when an employee has such maximum amount accrued shall be paid for in cash.

18.06 Employees shall be able to utilize accrued compensatory time in segments of not less than 1/2 hour upon advance request and approval of the Employer or accrue such time until retirement or termination of employment. Such time may be scheduled in conformance with all other paid leave scheduling practices.

18.07 Compensatory time shall be paid at the employee's regular rate of pay or the average rate of the employee's last three (3) years of employment, whichever is greater, upon the employee's termination or retirement.

18.08 Employees shall be able to cash out accumulated compensatory time two (2) times per year, in the second pay in May and second pay in October, provided the following conditions are met:

- a) Requests will be made to the Finance Division thirty (30) days prior to the payout; and
- b) Employees may cash out up to fifty percent (50%) of accumulated compensatory time each payout period in whole hour increments; and
- c) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout; and
- d) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

18.09 Any employee who works "doubleback" shifts shall receive one (1) hour of compensatory time for each doubleback, or one hour straight time pay at the employee's election, not to exceed twelve (12) hours per year.

ARTICLE 19 PREMIUM AND OTHER PAYS

19.01 Any employee who has received any of the below specified educational certificates or degrees, shall be paid additional pay in the annual amounts specified in the following schedule:

Training Certificate in Law Enforcement \$ 350.00

Associate Degree in Law Enforcement	\$ 600.00
Bachelor's Degree in approved field	\$ 850.00
Graduate Degree in approved field	\$1,100.00

Premium pay shall be awarded by June 15th of each year and shall be pro-rated during the employee's probationary year and during the year of separation. Any amounts owed to the City will be deducted from the final paycheck.

19.02 Any officer who is designated as a detective or juvenile officer and performs the duties of said positions, shall be compensated, in addition to such officer's regular compensation, at the rate of two hundred (\$200.00) dollars per month. Any employee designated and performing the duties of a Field Training Officer (FTO) shall receive one (1) hour of straight time pay or comp-time for each day working as an FTO.

19.03 Any employee who is designated the Senior Officer of a shift and performs such duties by being in charge of a work shift, shall receive twelve and one-half (12 1/2%) percent above the top step patrolmen's rate, hour for hour, as the Senior Officer.

19.04 The Labor-Management Committee may advise the Chief as to which employees should take which training. The final decision shall remain with the Chief.

19.05 Any employee who is killed in the line of duty shall receive eight (8) weeks' pay, which will be paid to the beneficiary (beneficiaries) listed in the City life insurance policy. If none, then to the employee's estate.

19.06 An employee assigned to the Detective Bureau and Accident Investigation shall be compensated eight (8) hours of compensatory time for each month of on-call assignment.

ARTICLE 20 UNIFORM ALLOWANCE

20.01 All newly hired probationary employees shall receive uniforms which shall be bought and paid for by the Employer within thirty (30) days of his date of appointment.

20.02 All non-probationary employees shall receive an annual uniform allowance in the amount of one thousand two hundred (\$1,200) dollars. This amount shall be divided in half with the first payment being made in the last regular pay period in May, or at the City's discretion, on June 1st, and the second payment the first pay period in December of each year.

20.03 The Employer shall supply all approved leather equipment (excluding jackets and shoes) to those employees authorized such equipment. Such equipment shall be replaced by the Employer when deemed necessary by the Chief.

ARTICLE 21 LONGEVITY

21.01 All employees shall receive longevity payments commencing upon the completion of five (5) years of continuous full-time employment in the amount of three hundred and seventy-five (\$375.00) dollars, which shall be increased by seventy-five (\$75.00) dollars for each succeeding year of employment. Effective January 1, 2005 for new hires, years of service shall mean only with Middleburg Heights.

21.02 Longevity payments shall be made in accordance with Section 36.02 of this Agreement.

ARTICLE 22 SALARY SCHEDULE

22.01 Effective on January 1, 2023 all employees shall receive wages equal to 16% above a Step 4 patrolman in accordance with the following schedule:

Sergeant Hourly Rate - \$50.16

22.02 Effective on January 1, 2024 all employees shall receive wages equal to 16% above a Step 4 patrolman in accordance with the following schedule:

Sergeant Hourly Rate - \$51.66

22.03 Effective on January 1, 2025 all employees shall receive wages equal to 16% above a Step 4 patrolman in accordance with the following schedule:

Sergeant Hourly Rate - \$53.21

22.04 All employees shall be paid their bi-weekly paycheck on Friday through direct deposit at a financial institution of the employee's choice. Employees must notify the Employer within thirty (30) days after hire of the selection of such financial institution. In the event no selection is identified, the Employer shall institute an employee direct deposit at a financial institution of its choosing.

22.05 Employees shall be paid shift differentials in the amount thirty (\$.60) cents per hour for hours worked between 6:00 p.m. and 6:00 a.m.

22.06 Such shift differentials shall only be paid for the hours actually worked, not for any paid leave time (e.g., holidays, sick leave, vacations, etc.).

ARTICLE 23 PENSION

23.01 The Employer shall continue its "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Police and Firemen's Pension Fund prior to calculating

withholding taxes, upon approval of the I.R.S. and/or PFDPF. Such tax saving pension plan shall be the "salary reduction" method.

23.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions will be "picked up" and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation for members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated according to the rules and regulations promulgated by the Ohio Police and Fire Disability and Pension Fund.

ARTICLE 24 INSURANCES

24.01 The Employer and the participating employee will share in the payment of premiums of either the individual or family plan as appropriate for the insurance coverage with the insurance coverage being subject to the co-pays and provisions as stated in Appendix A which is attached hereto.

- (a) The employee shall contribute the percentage of the Employer's COBRA rates on a pretax basis as listed in Appendix A.
- (b) basic insurance coverage will include physical examinations and supplements as prescribed by a medical physician. This does not include over the counter vitamins.
- (c) Health insurance shall not include payment for abortions for eligible employees or dependents and all prior coverage is hereby eliminated. The health insurance plan shall pay for oral contraceptives.
- (d) Employees who are eligible for health care may "opt-out" at their election, and shall receive payment of \$100/month for a family plan and \$50/month for a single plan opt-out benefit. The City will implement this provision subsequent to the execution of the CBA.
- (e) The parties agree that the health insurance plan shall include a \$50.00 penalty (precertification penalty) in the event an employee fails to pre-certify for surgery or a hospital stay under the health plan.
- (f) The City will continue its "cafeteria plan." (a.k.a. Section 125 Plan)

24.02 The Employer shall provide a fifty thousand (\$50,000.00) dollar life and dismemberment insurance policy for employees.

24.03 The Employer shall continue to provide at its expense Dental coverage for each employee and his family, which coverage shall provide for the payment of eighty (80%) percent of the

costs of oral examinations, teeth cleaning, fluoride applications, space maintainers, emergency office visits, x-rays, fillings, anesthetics, antibiotics, extractions, oral surgery, repair of prosthetic appliances, and replacement of damaged appliances. Such dental coverage shall include payment of fifty (50%) percent of the employee and employee's family costs of reconstructive procedures (e.g., caps, crowns, root canals, dentures, partials and bridges).

24.04 The Employer shall continue a vision plan similar and comparable to the plan currently provided to City employees. The Employer may change vision care providers so long as the benefits are comparable or better than such existing plan.

24.05 The provisions set forth in Article XXIV shall be effective upon the same date that these provisions are effective for each and every other City bargaining unit.

24.06 There shall be a Health Care Committee. The Health Care Committee will include one member of each City bargaining unit, up to two non-union employees and one member of the City Administration. The purpose of the Health Care Committee will be to address issues related to health care.

ARTICLE 25 GENDER AND PLURAL

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

ARTICLE 26 HEADINGS

26.01 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 any such Article.

ARTICLE 27 OBLIGATION TO NEGOTIATE

27.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

27.02 Therefore, for the life of this Agreement, the Employer and the Union 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, 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.

ARTICLE 28 LEGISLATIVE APPROVAL

28.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 29 TOTAL AGREEMENT

29.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 30 CONFORMITY TO LAW

30.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving provisions.

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

ARTICLE 31 DISCIPLINARY PROCEDURE

31.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

31.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being

made and is thereafter supplied a copy of the record, at least five (5) days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, time and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Oral and written reprimands cannot be grieved beyond the Mayor's step of the Grievance Procedure.

31.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or
4. the penalty is imposed after the decision of the Safety Director or designee.

31.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or an attorney at his/her own expense at every step of the proceeding.

31.08 If a grievance is filed and pursued within the time frame provided below, no penalty can be implemented, except as provided in paragraph 31.12, until the matter is settled or the arbitrator renders a determination.

31.09 The following administrative procedures shall apply to disciplinary actions:

- A. The Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief is encouraged to hold a meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the Chief will, within ten (10) days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Chief may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Safety Director, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

31.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

31.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

31.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3. An employee who is suspended without pay shall continue to receive health insurance coverage as set forth in this Agreement. An employee who is discharged after the decision of the Safety Director shall not receive insurance coverage but may be eligible to purchase such insurance through the COBRA provisions.

31.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's

Inquiry or to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 32

GRIEVANCE PROCEDURE

32.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

32.02 For the purpose of this procedure, the below listed terms are defined as follows:

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

32.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure after Step 1.
- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

32.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

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

Step 2:

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

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the employee's Department Head within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

32.05 The Union's Grievance Committee shall review the employee's grievance in order to determine its merit prior to any filing of the grievance. Should the Union decide the grievance is lacking sufficient merit, it may deny the employee its representational services. Such a denial shall not be made in a perfunctory or arbitrary manner.

ARTICLE 33 ARBITRATION PROCEDURE

33.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the grieving party shall

request a list of seven (7) Ohio-based, impartial arbitrators, who are members of the National Academy of Arbitrators, from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name for the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. For subsequent arbitrations, the first strike shall alternate between the parties.

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

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

33.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

33.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

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

ARTICLE 34 SUBSTANCE TESTING AND ASSISTANCE

34.01 Drug and alcohol screening/testing shall be conducted randomly and upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

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

34.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

34.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

34.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

34.06 No drug testing shall be conducted without the authorization of the Chief of Police. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set

forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

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

34.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

ARTICLE 35 MISCELLANEOUS

35.01 Employees will be paid for all hours they are required to attend training, including travel time, as directed and mandated by the Chief of Police. The Chief shall approve required training in writing on a designated form of his choosing.

35.02 As set forth in this Agreement, employees shall receive longevity pay, one-half (½) of their uniform allowance and holiday pay by direct deposit in the first regular pay period in December of each year. The parties acknowledge that payment for holidays will be made only after the actual holiday in accordance with Section 12.01 however, payment for holidays will include an advancement for holidays after December 1st through and including December 31st. In the event an employee is separated from employment during this December period, such employee's final pay shall be reduced in order to reimburse the City for any advanced holiday pay.

35.03 All compensation shall also be subject to direct deposit.

35.04 When an employee retires, the retiree may purchase his firearm, either on duty or off duty issue, for the cost of one dollar (\$1.00). In the event the firearm is one year or less, the Chief may, at his discretion, make an alternative firearm available for purchase.

35.05 Employees who are assigned to work schedules other than eight (8) hours shall have their fringe benefits, including holidays, personal days, vacation leave, sick leave and funeral leave adjusted, modified and converted to equate to eight (8) hour shift employees. The leave benefit contained in previous Collective Bargaining Agreements are not increased due to employees being scheduled or working ten or twelve hour shifts.

35.06 The Employer will reimburse all bargaining unit employees the full cost of a single membership at the Middleburg Heights Recreation Center. However, in order to obtain this annual reimbursement, an employee must provide the City written proof from his physician that he completed a routine physical examination within the past twelve (12) months.

35.07 Employees attending to duties outside the County shall be reimbursed without necessity of receipts in the amount of Ten (\$10.00) dollars for breakfast; fifteen (\$15.00) dollars for lunch; twenty-five (\$25.00) dollars for dinner, subject to the prior approval of the Chief of Police.

ARTICLE 36 FAMILY MEDICAL LEAVE

36.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

ARTICLE 37 LAYOFF AND RECALL

37.01 Employees may be laid off as a result of lack of work, lack of funds, or abolishment of position(s). It is the intent of the Employer and the Union that work force reductions or layoffs shall be in accordance with the provisions hereinafter set forth not inconsistent with state law. The Employer, upon request from the Union, agrees to meet with the Union to discuss the impact of the reduction of force on bargaining unit members.

37.02 Employees shall be provided a minimum of fourteen (14) calendar days advance notice of layoff. Employees within the affected job classification shall be laid off according to their relative seniority within the classification with the least senior being laid off first provided that all part-time, seasonal, and probationary police officers are laid off first.

37.03 An employee occupying a higher classification, i.e., lieutenant, shall be reduced in accordance with classification seniority within the affected job classification and may displace a lower ranking employee in accordance with total seniority with the City police Department.

37.04 Employees shall be recalled in the inverse order of the layoff, i.e., most senior recalled first and shall retain the right to recall for three (3) years from the date of the layoff. Notice of recall shall be sent by certified mail to the employee's last known address. An employee shall be afforded fifteen (15) calendar days following receipt of notice to respond to inform the City of the employee's intention to return to work or shall be considered to have resigned his position.

ARTICLE 38 CRITICAL INCIDENTS

38.01 For the purpose of this Article, a critical incident shall be defined as, any event that can overpower the bargaining unit member's ability to cope mentally, physically, or emotionally with the effects of the incident. Some examples of critical incidents are (but not limited to), any line of duty death, officer involved shooting, physical assault resulting in serious physical injury, hostage situations, suicides, sudden or unexpected death of an employee or family member, child fatality or mass casualty incidents.

38.02 The Employer and the Union agree that when a critical incident occurs, every effort will be made to involve the FOP/OLC Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The Union understands and agrees that utilization of C.I.R.S. will be without cost to the Employer. The Employer understands and agrees that any other cost(s) related to assisting any bargaining unit member in his recovery from a critical incident that are covered by the Employer's medical insurance coverage, workers' compensation, retirement system, or City of Middleburg Heights policy shall be born entirely by the Employer.

38.03 An employee, whose law enforcement actions or use of force that may result in the death or serious physical harm to another, shall be provided a minimum of forty (40) hours of paid administrative leave to provide a brief respite from work to marshal natural coping skills and manage the emotional impact of the incident prior to a return to normal duty.

38.04 In a critical incident situation directly involving an employee, he/she shall not be required to make a formal statement within the initial forty (40) hours of administrative leave. However, the Employer may require an employee to provide basic information and information to protect the safety of the public, the safety of the employee, and to preserve evidence. The employee shall be afforded an opportunity to arrange to have a Union representative or attorney present prior to participating in a formal investigation. The employee shall be afforded an opportunity to review all available video and audio recordings and to include responding officer(s) written report(s), statement(s), or note(s) specifically related to the critical incident prior to participating in the investigation.

38.05 In a critical incident where a weapon has been fired, the weapon will not be taken from the employee in view of the public unless it is necessary to maintain a proper evidentiary chain of control. A replacement weapon may be provided at the discretion of the Chief or designee. The Chief or designee may decline to provide a replacement weapon for cause.

ARTICLE 39 DURATION

39.01 This Agreement shall become effective January 1, 2023 and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2025.

ARTICLE 40 EXECUTION

40.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of December, 2022.

FOR THE UNION
Fraternal Order of Police/
Ohio Labor Council, Inc.

FOR THE EMPLOYER:
City of Middleburg Hts., Ohio

By: _____
Matthew J. Castelli, Mayor

By: _____
Jason Stewart, Finance Director

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Chief of Police (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

CHIEF OF POLICE

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Chief of Police Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Chief of Police within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with your Safety Director.
3. If you file your objections, the Safety Director will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Safety Director will report his/her decision within fifteen (15) days following the close of the hearing.
5. You will have five (5) days after receipt of the Safety Director's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPENDIX A

Medical/Rx	
Plan	
Calendar Year Deductible	
Single	
Family	
Coinsurance	
Out-of-Pocket Max	
Single	
Family	
Primary Care Physician/Specialist	
Inpatient Hospital	
Diagnostic Lab & X-ray	
Outpatient Surgery	
Preventive Office Visits	
Emergency Room	
Urgent Care	
RX Plan	
Tier 1	
Tier 2	
Tier 3	
Tier 4	
Days Supply	
COBRA Rates - (2023 Only)	
Single	
Medical/Rx	
Vision	
Dental	
Total	
Employee Contribution %	
Employee Contribution Amount	
Family	
Medical/Rx	
Vision	
Dental	
Total	
Employee Contribution %	
Employee Contribution Amount	

Medical Mutual of Ohio		
Option 1 - 10% Contribution - 2023-2025		
Southwest	SuperMed PPO	Non-Network
Tier 1	Tier 2	Tier 3
\$100	\$350	\$750
\$200	\$700	\$1,500
100%	100%	70%
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)
\$1,000	\$1,350	\$2,250
\$2,000	\$2,500	\$3,500
\$25/\$25	\$25/\$25	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
\$50 Copay	\$50 Copay	Ded. - 70%
\$25 Copay	\$25 Copay	Ded. - 70%
Retail	Mail Order	
\$10	\$20	
\$20	\$40	
\$40	\$80	
N/A	N/A	
30 Days	90 Days	
	\$	1,035.49
	\$	4.92
	\$	41.43
	\$	1,081.84
	10%	
	\$	108.20
	\$	2,578.36
	\$	12.33
	\$	103.56
	\$	2,694.25
	10%	
	\$	269.44

Medical Mutual of Ohio		
Option 2 - 5% Contribution - 2023-2025		
Southwest	SuperMed PPO	Non-Network
Tier 1	Tier 2	Tier 3
\$500	\$1,000	\$1,000
\$1,000	\$2,000	\$2,000
100%	100%	70%
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)
\$2,000	\$3,000	\$4,000
\$3,000	\$4,000	\$5,000
\$25/\$25	\$25/\$25	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
\$50 Copay	\$50 Copay	Ded. - 70%
\$25 Copay	\$25 Copay	Ded. - 70%
Retail		Mail Order
\$10		\$20
\$20		\$40
\$40		\$80
N/A		N/A
30 Days		90 Days

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022- _____

Introduced By: Mayor Castelli

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF MIDDLEBURG HEIGHTS TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. FOR POLICE PATROLMEN AND DECLARING AN EMERGENCY

WHEREAS, Council and the Administration have conducted extensive negotiations with the Fraternal Order of Police/Ohio Labor Council, Inc., as the bargaining representative for certain employees of the Police Department; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and he is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police/Ohio Labor Council, Inc., on behalf of certain employees of the Police Department, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 3: That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Middleburg Heights, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented To Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

AN AGREEMENT

between

THE CITY OF MIDDLEBURG HEIGHTS, OHIO

and

**THE FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.
(PATROLMEN)**

**EFFECTIVE: January 1, 2023
EXPIRES: December 31, 2025**

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Middleburg Heights, Ohio, hereinafter referred to as "the Employer," and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as "the Union."

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees of the Police Department occupying the positions of patrolman, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term provided by law.

3.02 The Employer agrees to meet and negotiate the rates of pay for any newly created job title that would properly be included in the bargaining unit.

ARTICLE 4

DUES DEDUCTIONS

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

4.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made with each month's remittance.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the FOP/OLC at 222 East Town Street, Columbus Ohio 43215-4611 within thirty (30) days from the date of making said deductions.

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

ARTICLE 6

NO-STRIKE

6.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the

withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to the Union indemnifying and holding the Employer harmless from any and all costs arising from the Union's violation of this Article.

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

6.05 The Employer agrees that it shall not lock-out any employees.

ARTICLE 7

PROMOTIONS

7.01 No person shall be eligible to be promoted unless he has at least twenty-four (24) months in the next lower rank (not to include probationary periods). Whenever a vacancy occurs in a position above Patrol Officer and there is no eligible list for such rank, the Civil Service commission shall within sixty (60) days of such vacancy hold a competitive promotional examination. If less than two (2) eligible employees in the next lower rank register for the promotional examination, the Employer shall permit otherwise ineligible employees in that next lower rank to likewise register for the promotional examination before opening the examination to a lower classification. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the Employer the names of the three (3) persons having the highest rating. Upon such certification the Employer shall appoint one (1) of the three (3) persons so certified within thirty (30) days from the date of such certification. If there is an eligibility list the Commission shall, where there is a vacancy and upon request from the Employer, immediately certify the names of the three (3) persons having the highest rating on the eligibility list.

ARTICLE 8

PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of eighteen (18) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, or to the Civil Service Commission.

8.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion providing such discretion is not exercised in an arbitrary or capricious manner, to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission.

8.03 If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

ARTICLE 9

NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, pregnancy, sexual orientation, gender identity, marital status, citizenship status, physical/mental disability, genetic information, or status as a protected veteran.

9.02 The Union agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 10

EMPLOYEE RIGHTS

10.01 Except when on duty or acting in an official capacity, no employee shall be prohibited from engaging in non-partisan political activity or be denied the right to refrain from engaging in such activity.

10.02 Whenever an employee is under investigation for alleged malfeasance, misfeasance or non-feasance of official duty, with a view to possible disciplinary action, demotion, dismissal or criminal charges, he shall have the right to confer with a representative of the Union prior to making any statement.

10.03 An employee has the right to the presence and advice of a Union representative at all disciplinary interrogations where the employee is to be the subject of such disciplinary action.

10.04 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participation in an investigation may be the basis of such a charge and result in disciplinary action.

10.05 An employee may request an opportunity to review his personnel file during normal hours, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file along with an Employer representative. A request for copies of items included in the file shall be honored at no cost. Employees shall be notified if any non-Employer representative wishes to see their file.

10.06 Employees shall receive a copy of any document placed in their file, except for confidential documents (i.e. pre-employment investigations, recommendations, etc.). All items in an employee's file with regard to complaints and investigations will be clearly marked as to final disposition. Employees shall be able to file a written response to such material which shall be attached to the document in question.

10.07 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable times with consideration for the employee's work shift, unless operational necessities require otherwise.

10.08 If an employee to be questioned is, at that time, a witness and not under investigation, he shall be so advised of such status.

10.09 No employee shall be required to take any polygraph (lie detector) examination or similar test as a condition of continued employment.

10.10 Employee evaluations (annual or semi-annual) shall be made in as fair and equitable manner as practical.

10.11 At the discretion of the Chief, an employee may use an Employer-owned vehicle when on the Employer's business, when such vehicle is reasonably available.

10.12 In the event of the death of an employee, all sums of money earned and payable pursuant to other provisions of this Agreement, shall be paid to the employee's spouse. If no spouse, then in equal portions to the employee's dependent children. If none, then to the employee's estate.

10.13 Records of previous disciplinary actions in the form of oral reprimands that are more than 6 months old will not be considered when determining the appropriate discipline to be imposed. Records of written reprimands shall not be used in subsequent disciplinary action after such records are more than 18 months old. Records of unpaid suspensions shall not be used after 24 months, providing there has been no intervening disciplinary action during such time periods. This Section does not apply to disciplinary action for harassment.

10.14 No seniority shall be accrued during an unpaid leave of absence except as otherwise provided in Section 35.04. Seniority will be held at the amount the employee possesses at the beginning of the leave. When the employee returns from leave, such seniority will commence accruing and be added to the previous amount possessed at the time the leave began.

ARTICLE 11 LABOR-MANAGEMENT COMMITTEE

11.01 There shall be created a Labor-Management Committee consisting of not more than three (3) Employer representatives and not more than three (3) Union representatives.

11.02 Such Committee shall meet at a mutually agreeable time, upon the request of either party, to discuss matters of mutual concern, providing that matters subject to negotiations or grievance shall not be discussed without the parties' mutual agreement.

11.03 Matters concerning the distribution of training opportunities shall be discussed at a labor-management committee meeting with the Mayor or Safety Director in attendance.

11.04 Matters concerning the replacement of the current uniform or the replacement of damaged or stolen uniforms or personal items shall be discussed at a labor-management committee with the Chief of Police in attendance. This provision shall not alter the current requirement of submitting a Form 1 request for discretionary reimbursement.

ARTICLE 12 HOLIDAYS

12.01 All full-time employees shall receive the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Law Day	Christmas Eve (1/2 day)
Memorial Day	New Year's Eve (1/2 day)
Juneteenth	

12.02 In order to be eligible for the above paid holidays, the employee must report to work and actually work the last scheduled work day before the holiday and immediately after the holiday, unless specifically excused by the Department Head or the Mayor, or the employee is on an authorized vacation. The scheduling of employees to work on Thanksgiving, Christmas Eve, Christmas Day and Easter, shall be as equitable as practical.

12.03 Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his straight time rate of pay and shall notify the Chief of his election.

12.04 Should an employee elect to take the time off instead of pay for the holiday, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken.

12.05 An employee who elects to take time off for holidays shall be required to take the time during the year in which it is accumulated and not be able to carry the time over into the next year.

12.06 When an employee works on Independence Day or on Christmas Day, he shall receive time-and-one-half his regular rate of pay for all hours worked on those two days, in addition to the holiday pay specified above.

ARTICLE 13 VACATIONS

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

LENGTHY OF SERVICE	ANNUAL VACATION	BI-WEEKLEY ACCRUAL
Prior to the completion of 5 years	2 weeks	3.08 hours
After completion of 5 years	3 weeks	4.62 hours

After completion of 10 years	4 weeks	6.16 hours
After completion of 15 years	5 weeks	7.70 hours
After completion of 20 years	6 weeks	9.23 hours

13.02 Vacation time shall be taken at a time approved of by the Department Head or Chief in segments of not less than four (4) hours.

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

13.04 Any earned and accrued, but unused, vacation time shall be paid out at the employee's regular rate of pay upon the employee's resignation, termination, retirement or death.

13.05 No employee shall be permitted to accumulate more vacation time than he could earn in two years of continuous employment. Any vacation time accumulated in excess of such limit shall be forfeited if not used by the employee, unless specifically otherwise authorized by the Mayor.

13.06 An employee who has been employed for a length of time so that the employee is eligible for four (4) weeks' vacation or more in any one (1) year, shall be allowed to accumulate up to one (1) week of vacation each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

13.07 Any employee of the Employer hired after January 1, 1987, 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 said vacation time to his accumulated vacation time with the Employer, provided such time does not exceed three (3) years credit.

13.08 The parties agree that Middleburg Heights Ordinance No. 1995-41, a copy of which is attached as Exhibit A, is incorporated into this Agreement. The benefits contained in the ordinance must be elected by the employee. This Agreement shall prevail over any specific conflicting provisions of the Ordinance.

13.09 Based on Middleburg Heights Ordinance No. 1995-41, any employee who has ten (10) or more years credit for purposes of computing vacation shall be paid for the fourth (4th) week in equal payments with the employee's regular salary spread over the year in which the vacation is earned unless the employee notifies the finance department and obtains approval of the Chief in

writing prior to the beginning of such year that the employee opts to accept all four (4) weeks of vacation. This provision is effective only as long as the ordinance exists.

13.10 Based on Middleburg Heights Ordinance No. 1995-41, any employee who has twenty (20) or more years credit for computing vacation shall be paid for the fifth (5th) and sixth (6th) week in equal payments with the employee's regular salary spread over the year in which the vacation is earned unless the employee notifies the finance department in writing prior to the beginning of such year and obtains approval of the Chief that the employee opts to accept all six (6) weeks of vacation. This provision will become ineffective if the ordinance is repealed.

ARTICLE 14 SICK LEAVE

14.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and, 4) appointments with medical care provides that cannot be scheduled on off-duty hours.

14.02 All full-time employees shall earn sick leave at the rate of 4.62 hours on a bi-weekly basis and may accumulate such sick leave to an unlimited amount; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

14.03 An employee who is to be absent on sick leave shall notify the dispatcher 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, except in an emergency.

14.04 Sick leave may be used in segments of one-quarter (1/4) hour but only after at least one (1) hour is used.

14.05 Before an absence may be charged against accumulated sick leave, the Chief 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 by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) consecutively scheduled work days must supply a physician's report to be eligible for paid sick leave.

14.06 If the 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 Chief 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.

14.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

14.08 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 not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

14.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or step-children and parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, parents-in-law and grandparents.

14.10 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, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in effect to his new department.

14.11 Only an employee of the Employer hired before January 1, 1989, 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 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.

14.12 Upon the retirement of a full-time employee who has not less than (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed eighty-five (85) days. Upon the retirement of a full-time employee who has not less than 15, 20 or 25 years of service with the City, such employee shall be entitled to one-third (1/3) payout as set forth herein, not to exceed ninety-five (95) days for employees with fifteen (15) years of service, one hundred five (105) days for employees with twenty (20) years of service and one hundred fifteen (115) days for employees with twenty-five (25) years of service.

14.13 An employee eligible for cash payment pursuant to paragraph 14.12 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

14.14 Normal sick leave usage shall not count against employees in personnel evaluations.

14.15 Employees may, at their option, convert unused sick leave hours in a plan year as follows.

Any employee attaining a sick time bank of nine hundred sixty (960) hours by June 30, of any year, will be eligible for a cash payment based on a portion of the amount of sick leave accrued and unused during the next year, starting July 1, through June 30, of the following year. The amount will be prorated in the event the employee is separated from service before June

30th. The employee must elect to be paid the sick time conversion by June 1 of the qualifying year. The benefit shall be paid during the month of July following the accrual year in accordance with the following schedule:

Employees attaining and maintaining nine hundred sixty (960) hours of sick time shall receive a payment equal to thirty-five (35%) percent of the unused sick leave accrued during the plan year.

After fifteen (15) years of continuous service – forty (40%) percent of unused sick leave accrued during the plan year.

After twenty (20) years of continuous service – forty-five (45%) percent of unused sick leave accrued during the plan year.

After twenty-five (25) years of continuous service – fifty (50%) percent of unused sick leave accrued during the plan year.

After thirty (30) years of continuous service – fifty-five (55%) percent of unused sick leave accrued during the plan year.

After thirty-five (35) years of continuous service – sixty (60%) percent of sick leave accrued during plan year.

Payment for said sick leave shall be at his or her daily rate of pay at the time of conversion.

If the sick time conversion is not elected, any accrued but unused sick time will remain in the employee's sick time bank and either be used in accordance with the sick time provision as defined in this Article or be paid at the time of retirement in accordance with Section 14.12.

Years of continuous service shall be determined as of June 30 preceding the accrual year.

Years of service accumulated by an officer or employee in one (1) department or division who transfers to another department or division shall count towards continuous service. Employment with the State or any other political subdivision of the State shall count towards continuous service provided the employee is employed by the City within ten (10) years from his or her termination from such other public employer. Purchased service credit shall count towards longevity of service. Each three (3) years served as a part-time office or part-time employee of the City shall count as one (1) year of continuous service for the purpose of the annual conversion program.

14.16 The City agrees to allow employees to "roll-over" their sick leave cash-out into their Deferred Compensation account pursuant to the following terms:

- (a). Election to participate would take place no earlier than two (2) years before an employee is eligible to retire. Election to participate must be made pursuant to

written authorization. Payments will be made annually on behalf of those employees electing to participate in the program.

- (b) Employee will have to have completed at least twenty-three (23) years of service and be at least forty-six (46) years of age to participate.
- (c) Cash out limits will remain the same as posted in the contract and Codified Ordinances, i.e.: one-third (1/3) not to exceed one hundred five (105) days after twenty(20) years of service, one-third (1/3) not to exceed one hundred fifteen (115) days after twenty-five (25) years of service, one-third (1/3) not to exceed one hundred twenty-five (125) days after thirty (30) years of service.
- (d) Two-thirds (2/3) of the amount is forfeited, but
- (e) Any remaining sick time over and above the payout but to the limit will remain in the employee's sick time bank, for use as needed.
- (f) Example, a twenty-three (23) year employee having two thousand six hundred forty (2,640) hours of accumulated sick time decides to be paid out in accordance with this program. $2,640/3 = 880$ hours or 110 days to be paid, but can only be paid for 105 days. Thus, 5 days, 40 hours of sick time remains in bank.
- (g) The employee will continue to accumulate sick time, for their use, or participate in the annual sick leave conversion program, if their sick leave bank was more than nine hundred sixty (960) hours at the time of election to participate.
- (h) Employees may cash in all or part of sick leave as he or she sees fit, so long as limits imposed by Deferred Compensation Guidelines are not exceeded.
- (i) Cash out will be paid at the employee's rate of pay at the time of each cash out.
- (j) No further cash out above the limit will be paid upon retirement.
- (k) Any disputes or differences in interpretation will be resolved by the Union, the City and the affected employee through negotiations.
- (l) City will be "held harmless" by participating employee.

14.17 Consistent with the terms of City Ordinance 2002-107, employees may voluntarily donate unused sick leave in order to provide assistance to other full-time employees who are in critical need of leave due to serious illness or injury of the employee or the employee's immediate family, subject to the discretion of the Chief of Police.

ARTICLE 15 PERSONAL LEAVE

15.01 All employees shall, in addition to all other leave benefits, be granted thirty two (32) hours of personal leave time each year which are to be taken within the year earned.

15.02 Personal leave time shall only be taken with the advance approval of the Chief and when the work shift is at sufficient strength so the Employer will not be required to have another employee work for the employee requesting the day off.

15.03 Unused personal leave time may be added to the employee's sick leave accumulation, providing such accumulation is not at the maximum amount allowed by Article XIV, "Sick Leave."

ARTICLE 16 FUNERAL LEAVE

16.01 An employee shall be granted time off with pay for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, brother, sister or parents-in-law.

16.02 An employee shall be granted time off with pay in the amount of one (1) workday for the purposes of attending a funeral of the employee's grandparent, step-parent and step-grandparent.

ARTICLE 17 INJURY LEAVE

17.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than three (3) work days, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. At the Employer's request, the injured employee will file a claim for lost wages with Worker's Compensation and sign a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. In the event Worker's Compensation pays benefits to the employee and/or Employer, the employee's sick leave for the first three (3) days shall be restored to the amount of compensation paid for those days.

17.02 If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the Mayor's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

17.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

17.04 In the event the Employer grants injury leave and the employee's Workers Compensation claim is ultimately denied on the substantive merits of a claim after all administrative appeals through the Bureau and/or Ohio Industrial Commission, or after the employee's failure to timely appeal through the administrative process, the employee shall reimburse the Employer all sums advanced. Reimbursement shall first be charged to accrued but unused sick leave, if available. If further reimbursement is necessary, the employee shall either forfeit his vacation leave and/or reimburse the Employer through payroll deductions in an amount mutually agreeable between the City and the employee.

17.05 No holiday time or pay shall be earned for holidays on which an employee is off on injury leave.

17.06 Employees may return to work on a light duty assignment at the Chief's sole and exclusive discretion. The City reserves the right to place pregnant employees on a light duty assignment, as appropriate.

ARTICLE 18 OVERTIME PAY AND COURT TIME

18.01 All employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate for all overtime when approved of by the Chief or compensatory time computed at the same rate to be taken in the future as approved. Overtime shall be defined as any approved work in excess of an employee's regular tour of duty in one (1) day or eighty (80) hours in a bi-weekly pay period. Employees who elect paid overtime in lieu of compensatory time will have longevity, shift differentials, premium payments to detectives and premium pay included as part of the overtime rate.

18.02 Whenever approved by the Chief, employees called into work or appearing in court on behalf of the Employer for a time period of less than three (3) hours, when the employee is not on duty, the employee shall be paid three (3) hours pay at the rate of one and one-half (1 ½) times the employees regular hourly rate.

18.03 Any employee who is required to be absent from work due to serving as a juror, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer and returns to work as soon as practical.

18.04 Overtime, to the extent reasonably practical, shall be equitably distributed within the various divisions of the Department.

18.05 Compensatory time may be accumulated to a maximum of two hundred (200) hours. Any overtime worked when an employee has such maximum amount accrued shall be paid for in cash.

18.06 Employees shall be able to utilize accrued compensatory time in segments of not less than one-half (1/2) hour upon advance request and approval of the Employer or accrue such time until retirement or termination of employment. Such time may be scheduled in conformance with all other paid leave scheduling practices.

18.07 Compensatory time shall be paid at the employee's regular rate of pay or the average rate of the employee's last three (3) years of employment, whichever is greater, upon the employee's termination or retirement.

18.08 Employees shall be able to cash out accumulated compensatory time two (2) times per year, in the second pay in May and the second pay in October, provided the following conditions are met:

- a) Requests will be made to the Finance Division thirty (30) days prior to the payout; and
- b) Employees may cash out up to fifty (50%) percent of accumulated compensatory time each payout period in whole hour increments; and
- c) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout; and
- d) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

18.09 Any employee who works "doubleback" shifts shall receive one (1) hour of compensatory time for each doubleback, or one (1) hour straight time pay at the employee's election, not to exceed twelve (12) hours per year.

ARTICLE 19 PREMIUM AND OTHER PAYS

19.01 Any employee who has received any of the below specified educational certificates or degrees, shall be paid additional pay in the annual amounts specified in the following schedule:

Training Certificate in Law Enforcement	\$ 350.00
Associate Degree in Law Enforcement	\$ 600.00
Bachelor's Degree in approved field	\$ 850.00
Graduate Degree in approved field	\$1,100.00

Premium pay shall be awarded by June 15th of each year and shall be pro-rated during the employee's probationary year and during the year of separation. Any amounts owed to the City will be deducted from the final paycheck.

19.02 Any officer who is designated as a detective or juvenile officer and performs the duties of said positions, shall be compensated, in addition to such officer's regular compensation, at the rate of two hundred (\$200.00) dollars per month. Any employee designated and performing the duties of a Field Training Officer (FTO) shall receive one (1) hour of straight time pay or comp-time for each day working as an FTO.

19.03 Any employee who is designated the Senior Officer of a shift and performs such duties by being in charge of a work shift, shall receive twelve and one-half (12 1/2%) percent above the top step patrolmen's rate, hour for hour, as the Senior Officer.

19.04 The Labor-Management Committee may advise the Chief as to which employees should take which training. The final decision shall remain with the Chief.

19.05 Any employee who is killed in the line of duty shall receive eight (8) weeks' pay, which will be paid to the beneficiary (beneficiaries) listed in the City life insurance policy. If none, then to the employee's estate.

19.06 An employee assigned to the Detective Bureau and Accident Investigation shall be compensated eight (8) hours of compensatory time for each month of on-call assignment.

ARTICLE 20 UNIFORM ALLOWANCE

20.01 All newly hired probationary employees shall receive uniforms which shall be bought and paid for by the Employer within thirty (30) days of his date of appointment.

20.02 All non-probationary employees shall receive an annual uniform allowance in the amount of one thousand two hundred (\$1,200.00) dollars. This amount shall be divided in half with the first payment being made in the last regular pay period in May, or at the City's discretion, on June 1st, and the second payment the first pay period in December of each year.

20.03 The Employer shall supply all approved leather equipment (excluding jackets and shoes) to those employees authorized such equipment. Such equipment shall be replaced by the Employer when deemed necessary by the Chief.

ARTICLE 21 LONGEVITY

21.01 All employees shall receive longevity payments commencing upon the completion of five (5) years of continuous full-time employment in the amount of three hundred and seventy-five (\$375.00) dollars, which shall be increased by seventy-five (\$75.00) dollars for each succeeding year of employment. Effective January 1, 2005 for new hires, years of service shall mean only with Middleburg Heights.

21.02 Longevity payments shall be made in accordance with Section 36.02 of this Agreement.

ARTICLE 22 SALARY SCHEDULE

22.01 Effective on January 1, 2023, all employees shall receive wages in accordance with the following schedule:

<u>Patrolman</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$32.06	\$35.74	\$39.52	\$43.24

22.02 Effective on January 1, 2024, all employees shall receive wages in accordance with the following schedule:

<u>Patrolman</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$33.02	\$36.81	\$40.71	\$44.54

22.03 Effective on January 1, 2025, all employees shall receive wages in accordance with the following schedule:

<u>Patrolman</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$34.01	\$37.91	\$41.93	\$45.88

22.04 All employees shall be paid their bi-weekly paycheck on Friday through direct deposit at a financial institution of the employee's choice. Employees must notify the Employer within thirty (30) days after hire of the selection of such financial institution. In the event no selection is identified, the Employer shall institute an employee direct deposit at a financial institution of its choosing.

22.05 Employees shall be paid shift differentials in the amount of sixty (\$.60) cents, per hour for hours worked between 7:00 p.m. and 7:00 a.m.

22.06 Such shift differentials shall only be paid for the hours actually worked, not for any paid leave time (e.g., holidays, sick leave, vacations, etc.).

ARTICLE 23 PENSION

23.01 The Employer shall continue its "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Police and Firemen's Pension Fund prior to calculating withholding taxes, upon approval of the I.R.S. and/or PFDPF. Such tax saving pension plan shall be the "salary reduction" method.

23.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions will be "picked up" and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation for members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated according to the rules and regulations promulgated by the Ohio Police and Fire Disability and Pension Fund.

ARTICLE 24 INSURANCES

24.01 The Employer and the participating employee will share in the payment of premiums of either the individual or family plan as appropriate for the insurance coverage with the insurance coverage being subject to the co-pays and provisions as stated in Appendix A which is attached hereto:

- (a) The employee shall contribute the percentage of the Employer's COBRA rates on a pretax basis as listed in Appendix A.:
- (b) basic insurance coverage will include physical examinations and supplements as prescribed by a medical physician. This does not include over the counter vitamins
- (c) Health insurance shall not include payment for abortions for eligible employees or dependents and all prior coverage is hereby eliminated. The health insurance plan shall pay for oral contraceptives.
- (d) Employees who are eligible for health care may "opt-out" at their election, and shall receive payment of one hundred (\$100.00) dollar per month for a family plan and fifty (\$50.00) dollars per month for a single plan opt-out benefit. The City will implement this provision subsequent to the execution of the CBA.
- (e) The parties agree that the health insurance plan shall include a fifty (\$50.00) dollar penalty (precertification penalty) in the event an employee fails to pre-certify for surgery or a hospital stay under the health plan.
- (f) The City will continue its "cafeteria plan." (a.k.a. Section 125 Plan)

24.02 The Employer shall provide a fifty thousand (\$50,000.00) dollar life and dismemberment insurance policy for employees.

24.03 The Employer shall continue to provide at its expense Dental coverage for each employee and his family, which coverage shall provide for the payment of eighty (80%) percent of the costs of oral examinations, teeth cleaning, fluoride applications, space maintainers, emergency office visits, x-rays, fillings, anesthetics, antibiotics, extractions, oral surgery, repair of prosthetic appliances, and replacement of damaged appliances. Such dental coverage shall include payment of fifty (50%) percent of the employee and employee's family costs of reconstructive procedures (e.g., caps, crowns, root canals, dentures, partials and bridges).

24.04 The Employer shall continue a vision plan similar and comparable to the plan currently provided to City employees. The Employer may change vision care providers so long as the benefits are comparable or better than such existing plan.

24.05 The provisions set forth in Article XXIV shall be effective upon the same date that these provisions are effective for each and every other City bargaining unit.

24.06 There shall be a Health Care Committee. The Health Care Committee will include one member of each City bargaining unit, up to two non-union employees and one member of the City Administration. The purpose of the Health Care Committee will be to address issues related to health care.

ARTICLE 25 GENDER AND PLURAL

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

ARTICLE 26 HEADINGS

26.01 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 any such Article.

ARTICLE 27 OBLIGATION TO NEGOTIATE

27.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

27.02 Therefore, for the life of this Agreement, the Employer and the Union 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, 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.

ARTICLE 28 LEGISLATIVE APPROVAL

28.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given it approval.

ARTICLE 29 TOTAL AGREEMENT

29.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 30 CONFORMITY TO LAW

30.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving provisions.

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

ARTICLE 31 DISCIPLINARY PROCEDURE

31.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

31.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.**
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.**
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.**

31.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

31.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, time and places, if possible.

31.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Oral and written reprimands cannot be grieved beyond the Mayor's step of the Grievance Procedure.

31.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or**
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or**
- 3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or**
- 4. the penalty is imposed after the decision of the Safety Director or designee.**

31.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or an attorney at his/her own expense at every step of the proceeding.

31.08 If a grievance is filed and pursued within the time frame provided below, no penalty can be implemented, except as provided in paragraph 31.12, until the matter is settled or the arbitrator renders a determination.

31.09 The following administrative procedures shall apply to disciplinary actions:

- A. The Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief is encouraged to hold a meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the Chief will, within ten (10) days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Chief may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Safety Director, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

31.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

31.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A

settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

31.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3. An employee who is suspended without pay shall continue to receive health insurance coverage as set forth in this Agreement. An employee who is discharged after the decision of the Safety Director shall not receive insurance coverage but may be eligible to purchase such insurance through the COBRA provisions.

31.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 32 GRIEVANCE PROCEDURE

32.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

32.02 For the purpose of this procedure, the below listed terms are defined as follows:

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

32.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting

the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure after Step 1.
- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

32.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

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

Step 2:

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

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the employee's Department Head within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

32.05 The Union's Grievance Committee shall review the employee's grievance in order to determine its merit prior to any filing of the grievance. Should the Union decide the grievance is

lacking sufficient merit, it may deny the employee its representational services. Such a denial shall not be made in a perfunctory or arbitrary manner.

ARTICLE 33 ARBITRATION PROCEDURE

33.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected. If such agreement is not reached, the grieving party shall request a list of seven (7) Ohio-based, impartial arbitrators, who are members of the National Academy of Arbitrators, from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in questions. For subsequent arbitrations, the first strike shall alternate between the parties.

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

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

33.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

33.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

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

ARTICLE 34

SUBSTANCE TESTING AND ASSISTANCE

34.01 Drug and alcohol screening/testing shall be conducted randomly and upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

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

34.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

34.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

34.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

34.06 No drug testing shall be conducted without the authorization of the Chief of Police. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

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

34.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

ARTICLE 35 MISCELLANEOUS

35.01 Employees will be paid for all hours they are required to attend training, including travel time, as directed and mandated by the Chief of Police. The Chief shall approve required training in writing on a designated form of his choosing.

35.02 As set forth in this Agreement, employees shall receive longevity pay, one-half (½) of their uniform allowance and holiday pay by direct deposit in the first regular pay period in December of each year. The parties acknowledge that payment for holidays will be made only after the actual holiday in accordance with Section 12.01 however, payment for holidays will include an advancement for holidays after December 1st through and including December 31st. In the event an employee is separated from employment during this December period, such employee's final pay shall be reduced in order to reimburse the City for any advanced holiday pay.

35.03 All compensation shall also be subject to direct deposit.

35.04 When an employee retires, the retiree may purchase his firearm, either on duty or off duty issue, for the cost of one (\$1.00) dollar. In the event the firearm is one (1) year or less, the Chief may, at his discretion, make an alternative firearm available for purchase.

35.05 Employees who are assigned to work schedules other than eight (8) hours shall have their fringe benefits, including holidays, personal days, vacation leave, sick leave and funeral leave adjusted, modified and converted to equate to eight (8) hour shift employees. The leave benefit contained in previous Collective Bargaining Agreements are not increased due to employees being scheduled or working ten (10) or twelve (12) hour shifts.

35.06 The Employer will reimburse all bargaining unit employees the full cost of a single membership at the Middleburg Heights Recreation Center. However, in order to obtain this annual reimbursement, an employee must provide the City written proof from his physician that he completed a routine physical examination within the past twelve (12) months.

35.07 Employees attending to duties outside the County shall be reimbursed without necessity of receipts in the amount of ten (\$10.00) dollars for breakfast; fifteen (\$15.00) dollars for lunch; twenty-five (\$25.00) dollars for dinner, subject to the prior approval of the Chief of Police.

ARTICLE 36 FAMILY MEDICAL LEAVE

36.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

ARTICLE 37 LAYOFF AND RECALL

37.01 Employees may be laid off as a result of lack of work, lack of funds, or abolishment of position(s). It is the intent of the Employer and the Union that work force reductions or layoffs shall be in accordance with the provisions hereinafter set forth not inconsistent with state law. The Employer, upon request from the Union, agrees to meet with the Union to discuss the impact of the reduction of force on bargaining unit members.

37.02 Employees shall be provided a minimum of fourteen (14) calendar days advance notice of layoff. Employees within the affected job classification shall be laid off according to their relative seniority within the classification with the least senior being laid off first provided that all part-time, seasonal, and probationary police officers are laid off first.

37.03 An employee occupying a higher classification, i.e., sergeant, shall be reduced in accordance with classification seniority within the affected job classification and may displace a lower ranking employee in accordance with total seniority with the City police Department.

37.04 Employees shall be recalled in the inverse order of the layoff, i.e., most senior recalled first and shall retain the right to recall for three (3) years from the date of the layoff. Notice of recall shall be sent by certified mail to the employee's last known address. An employee shall be afforded fifteen (15) calendar days following receipt of notice to respond to inform the City of the employee's intention to return to work or shall be considered to have resigned his position.

ARTICLE 38

CRITICAL INCIDENTS

38.01 For the purpose of this Article, a critical incident shall be defined as, any event that can overpower the bargaining unit member's ability to cope mentally, physically, or emotionally with the effects of the incident. Some examples of critical incidents are (but not limited to), any line of duty death, officer involved shooting, physical assault resulting in serious physical injury, hostage situations, suicides, sudden or unexpected death of an employee or family member, child fatality or mass casualty incidents.

38.02 The Employer and the Union agree that when a critical incident occurs, every effort will be made to involve the FOP/OLC Critical Incident Response Service (C.I.R.S.) in dealing with the incident. The Union understands and agrees that utilization of C.I.R.S. will be without cost to the Employer. The Employer understands and agrees that any other cost(s) related to assisting any bargaining unit member in his recovery from a critical incident that are covered by the Employer's medical insurance coverage, workers' compensation, retirement system, or City of Middleburg Heights policy shall be born entirely by the Employer.

38.03 An employee, whose law enforcement actions or use of force that may result in the death or serious physical harm to another, shall be provided a minimum of forty (40) hours of paid administrative leave to provide a brief respite from work to marshal natural coping skills and manage the emotional impact of the incident prior to a return to normal duty.

38.04 In a critical incident situation directly involving an employee, he/she shall not be required to make a formal statement within the initial forty (40) hours of administrative leave. However, the Employer may require an employee to provide basic information and information to protect the safety of the public, the safety of the employee, and to preserve evidence. The employee shall be afforded an opportunity to arrange to have a Union representative or attorney present prior to participating in a formal investigation. The employee shall be afforded an opportunity to review all available video and audio recordings and to include responding officer(s) written report(s), statement(s), or note(s) specifically related to the critical incident prior to participating in the investigation.

38.05 In a critical incident where a weapon has been fired, the weapon will not be taken from the employee in view of the public unless it is necessary to maintain a proper evidentiary chain of control. A replacement weapon may be provided at the discretion of the Chief or designee. The Chief or designee may decline to provide a replacement weapon for cause.

ARTICLE 39

DURATION

39.01 This Agreement shall become effective January 1, 2023 and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2025. If either party desires to negotiate a successor agreement, a notice to negotiate must be served in accordance with OAC 4117-01-02.

ARTICLE 40 EXECUTION

40.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of December, 2022.

FOR THE UNION
Fraternal Order of Police/
Ohio Labor Council, Inc.

FOR THE EMPLOYER:
City of Middleburg Hts., Ohio

By: _____
Matthew J. Castelli, Mayor

By: _____
Jason Stewart, Finance Director

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Chief of Police (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

CHIEF OF POLICE

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Chief of Police if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(If more space is needed, attached extra sheets of paper)

Signature: _____

Date: _____

Approved: Date: _____

Chief of Police Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Chief of Police.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Chief of Police within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with your Safety Director.
3. If you file your objections, the Safety Director will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Safety Director will report his/her decision within fifteen (15) days following the close of the hearing.
5. You will have five (5) days after receipt of the Safety Director's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPENDIX A

Medical/Rx	
Plan	
Calendar Year Deductible	
Single	
Family	
Coinsurance	
Out-of-Pocket Max	
Single	
Family	
Primary Care Physician/Specialist	
Inpatient Hospital	
Diagnostic Lab & X-ray	
Outpatient Surgery	
Preventive Office Visits	
Emergency Room	
Urgent Care	
RX Plan	
Tier 1	
Tier 2	
Tier 3	
Tier 4	
Days Supply	
COBRA Rates - (2023 Only)	
Single	
Medical/Rx	
Vision	
Dental	
Total	
Employee Contribution %	
Employee Contribution Amount	
Family	
Medical/Rx	
Vision	
Dental	
Total	
Employee Contribution %	
Employee Contribution Amount	

Medical Mutual of Ohio Option 1 - 10% Contribution - 2023-2025		
Southwest	SuperMed PPO	Non-Network
Tier 1	Tier 2	Tier 3
\$100	\$350	\$750
\$200	\$700	\$1,500
100%	100%	70%
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)
\$1,000	\$1,350	\$2,250
\$2,000	\$2,500	\$3,500
\$25/\$25	\$25/\$25	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
\$50 Copay	\$50 Copay	Ded. - 70%
\$25 Copay	\$25 Copay	Ded. - 70%
Retail	Mail Order	
\$10	\$20	
\$20	\$40	
\$40	\$80	
N/A	N/A	
30 Days	90 Days	
	\$ 1,035.49	
	\$ 4.92	
	\$ 41.43	
	\$ 1,081.84	
	10%	
	\$ 108.20	
	\$ 2,578.36	
	\$ 12.33	
	\$ 103.56	
	\$ 2,694.25	
	10%	
	\$ 269.44	

Medical Mutual of Ohio Option 2 - 5% Contribution - 2023-2025		
Southwest	SuperMed PPO	Non-Network
Tier 1	Tier 2	Tier 3
\$500	\$1,000	\$1,000
\$1,000	\$2,000	\$2,000
100%	100%	70%
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)
\$2,000	\$3,000	\$4,000
\$3,000	\$4,000	\$5,000
\$25/\$25	\$25/\$25	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
\$50 Copay	\$50 Copay	Ded. - 70%
\$25 Copay	\$25 Copay	Ded. - 70%
Retail	Mail Order	
\$10	\$20	
\$20	\$40	
\$40	\$80	
N/A	N/A	
30 Days	90 Days	
	\$ 1,027.88	
	\$ 4.92	
	\$ 41.43	
	\$ 1,074.23	
	5%	
	\$ 53.74	
	\$ 2,559.42	
	\$ 12.33	
	\$ 103.56	
	\$ 2,675.31	
	5%	
	\$ 133.78	

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022-

Introduced By: Mayor Castelli

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF MIDDLEBURG HEIGHTS TO ENTER INTO A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2018, AFL-CIO, AND DECLARING AN EMERGENCY

WHEREAS, Council and the Administration have conducted extensive negotiations with the International Association of Fire Fighters, Local 2018, AFL-CIO as the bargaining representative for members of the Fire Department; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and he is hereby authorized and directed to enter into an agreement with the International Association of Fire Fighters, Local 2018, AFL-CIO on behalf of members of the Department, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 3: That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Middleburg Heights, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented To Mayor: _____

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

Mayor

AN AGREEMENT

between

THE CITY OF MIDDLEBURG HEIGHTS, OHIO

and

**THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 2018, AFL-CIO**

**EFFECTIVE: January 1, 2023
EXPIRES: December 31, 2025**

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Middleburg Heights, Ohio, hereinafter referred to as "the Employer" and the International Association of Fire Fighters, Local 2018, AFL-CIO, hereinafter referred to as "the Union."

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive representative with respect to wages, hours and other terms and conditions of employment for all full-time employees of the Fire Department occupying the position(s) of firefighter/paramedic, lieutenant/paramedic and captain/paramedic, excluding the Fire Chief, Assistant Fire Chief and all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4

DUES DEDUCTIONS

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

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

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

ARTICLE 6

NO-STRIKE

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

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

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

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

ARTICLE 7

PROBATIONARY PERIOD

7.01 All newly hired employees will be required to serve a probationary period of two (2) years. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

7.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable 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 8

PROMOTIONS

8.01 Promotion Scoring and Selection

- a) The Civil Service shall submit a list of Fire Fighters scores on the written examination for the promotion list.
- b) Applicants for promotion will receive credit for seniority determined as follows: The additional credit for seniority shall be one (1%) percent of the total grade obtained by him in the examination for each of the first four (4) years of service, and six-tenths (6/10%) percent of such grade for each of the next ten (10) years of service. Credit for seniority shall be based only on service to the City of Middleburg Heights in the Fire Department.
- c) All promotions shall be made from the three (3) names with the highest total scores.

8.02 Promotional Eligibility

No person shall be eligible to be promoted to a Lieutenant position unless he has served at least twenty-four (24) months as a Middleburg Heights Firefighter at the time of the promotion.

No Fire Lieutenant shall be eligible to be promoted to the rank of Fire Captain unless he has served at least six (6) months as a Middleburg Heights Fire Lieutenant at the time of promotion.

All existing Fire Captains and Fire Lieutenants with at least six (6) months of time-in-grade as a Middleburg Heights Fire Captain or Lieutenant are eligible to apply, be evaluated for, and be promoted to the Assistant Fire Chief position. If there are not at least two (2) Fire Officers who

apply for the Assistant Fire Chief position, then current Captains and Lieutenants of the Middleburg Heights Fire Department with less than six (6) months of time-in-grade as a Fire Officer and current Firefighters with at last ten (10) years of continuous service with the Middleburg Heights Fire Department shall be eligible to apply, be evaluated for, and be promoted to the Assistant Fire Chief Position.

The Civil Service Commission will not evaluate candidates for Assistant Fire Chief using a written examination. Rather, the Civil Service Commission will have an assessment center conducted by the Ohio Fire Chiefs Association, or a mutually agreed upon assessment center, evaluate candidates for the Assistant Fire Chief position. The Ohio Fire Chiefs Association, or a mutually agreed upon assessment center, shall be responsible for scoring, any appeal process, and notice of ranking to the candidates. The Civil Service Commission will certify the list as presented to the Commission by the Ohio Fire Chiefs Association without modification.

The candidates in the top three (3) ranking that are not selected for promotion to Assistant Fire Chief shall be afforded the opportunity to meet with the Fire Chief and Safety Director or designee that participated in the promotional examination process for feedback on why they were not selected and what they can do to improve their likelihood of being selected for promotion in the future.

ARTICLE 9 NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, pregnancy, sexual orientation, gender identity, marital status, citizenship status, physical/mental disability, genetic information, or status as a protected veteran.

9.02 The Union and the Employer agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

ARTICLE 10 UNION RIGHTS

10.01 The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief and the Employer.

10.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the Employer, and shall respect the rights of all employees of the Fire Department.

10.03 The Union shall have the right to solicit membership of all new employees and the Employer agrees not to interfere with the rights of employees to join and participate in lawful union activities.

10.04 Meetings of Union members will be permitted on the premises of the Fire Department, providing that the normal work and duties are not interrupted by such meetings and that such meetings are confined to leisure time and receive approval from the Fire Chief. Such approval shall not be unreasonably denied.

10.05 It is agreed that the employees of the Fire Department shall regard themselves as public employees, and shall be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support and confidence of the general public.

10.06 The Employer shall provide each member of the bargaining unit with a copy of this Agreement.

10.07 Elected or duly appointed Union Officers or authorized employees may be granted time off with pay at the Employer's discretion for their attendance at Union sponsored functions, subject to the following: 1) the time is applied for one (1) week in advance; 2) no additional men will be required to work as a result of the grant of time off, excluding trading of time, at no cost to the Employer, unless otherwise approved by the Fire Chief or his designee.

ARTICLE 11 LABOR MANAGEMENT AND RULES COMMITTEE

11.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's business whenever possible, such matters will be reduced to writing and made available to all employees. The Employer agrees that the provisions of this Agreement, along with all work rules and other regulations, will be administered on a fair and non-discriminatory basis. Work rules and other regulations will not be inconsistent with the express written provisions of this Agreement.

11.02 The Employer may name up to three (3) representatives and the Union may name up to three (3) representatives to sit as a Labor Management and Rules Committee to discuss and review Fire Department Rules and Regulations when deemed necessary and to further discuss areas of mutual concern between management and the Union. The meetings will be convened at a mutually agreeable time to the parties during the term of this Agreement.

11.03 All requests for meetings and proposed recommendations shall be made in writing to the Chief, with a copy to the Mayor. Said meetings shall be held at the earliest convenient date and time.

11.04 In the event the matters in question cannot be resolved in meetings with the Chief and the Union, then the Mayor or his designee may be requested to meet with the Chief and the Union's Committee in an attempt to resolve the matter in question.

ARTICLE 12

EMPLOYEE LIABILITY

12.01 Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Middleburg Heights.

12.02 The employee shall be represented to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall be permitted to exercise the remedy guaranteed at O.R.C. 2744.07(C).

12.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

ARTICLE 13

SENIORITY

13.01 Seniority shall be defined as an employee's length of full-time continuous employment with the Fire Department from his last date of hire. Approved leaves of absence, not to exceed one (1) year, shall be considered as continuous employment.

ARTICLE 14

HOLIDAYS, PERSONAL DAYS, AND VACATIONS

14.01 All full-time employees shall be granted and earn one hundred forty four (144) holiday hours each year as follows: employees will be granted twelve (12) hours of holiday time in each calendar month. Such time will be granted on the 1st of each calendar month. Holiday Time not scheduled or turned in for pay by December 1st of each year shall be forfeited.

If an employee works on July 4 or December 25, he will be paid time-and-one-half his regular rate of pay for all hours worked on those dates. If an employee works overtime on July 4 or December 25, he will be paid double his regular rate of pay for all overtime hours worked on those dates.

14.02 Employees may schedule their holiday time at any time or may, in December each calendar year, cash out, at their straight time hourly rate, their accrued unused holiday time, not to exceed 144 hours. Employees may also elect to be paid out for the holidays, at their straight time hourly rate after the 1st of each month after the holidays are accrued. Employees may preschedule holiday time in accordance with departmental procedures. In the event an employee is separated from employment during the year but has used holiday time before it has accrued as set forth in this provision, such employee's final pay shall be reduced in order to reimburse the City for any advanced usage of holiday time before it has been earned and accrued. Unused time which has been earned shall also be paid out upon resignation, termination, retirement or death of the employee.

14.03 All full-time employees shall be granted vacation leave in accordance with the following schedule:

<u>Length of Service</u>	<u>Tours/Hours off</u>
After one (1) year	Four (4) tours/96 hours
After five (5) years	Six (6) tours/144 hours
After ten (10) years	Eight (8) tours/192 hours
After fifteen (15) years	Eleven (11) tours/264 hours
After twenty (20) years	Thirteen (13) tours/312 hours

14.04 Vacation leave shall be awarded on the employee's anniversary date in accordance with the above schedule. Upon resignation, termination, retirement or death of the employee, any accrued and unused vacation leave shall be paid to the employee or his estate at the employee's straight time hourly rate.

14.05 Vacation leave must be used prior to the employee's anniversary date. Unused vacation leave by the end of the employee's anniversary year shall be forfeited.

14.06 Time off requests shall be made in accordance with this Article. It shall be the duty of the Shift Commander to insure that this is accomplished judiciously fairly and promptly. All accrued time off and Kelly Days shall be selected by rank then seniority prior to March 15th of each contract year.

No more than two (2) employees shall be permitted time off per shift, inclusive of training time, but exclusive of personal leave, when the shift has eight (8) or more employees assigned to that shift.

Members of the Fire Department who are off duty due to sick leave, injury leave, leaves of absence or any other type of off duty leave other than holidays, personal leave, vacation leave, Kelly days or compensatory time for more than five (5) consecutive tours of duty, shall be considered as "not assigned" to a shift. This shall include original cadet and EMT training employees who are also considered "not assigned" to a shift. Members of the Fire Department who are involved in schools, seminars, meetings, training and teaching assignments shall be considered assigned to a shift during the term of this activity. Preapproved time off shall be allowed as granted.

14.07 Holidays and Vacation Leave shall be taken at a time approved by the Fire Chief or Safety Director.

- 1) Up to three (3) twenty-four (24) hour tours of duty of holiday, personal leave or vacation time may be taken separately. If holiday or vacation time earned includes a partial tour of duty, the partial tour may be taken separately.
- 2) Employees shall take holidays and vacations in not less than twelve (12) hour segments.

14.08 An employee who has been employed for a length of time so that the employee is eligible for eleven tours of vacation or more in anyone (1) year, shall be allowed to bank up to two (2) tours of Vacation each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

14.09 An employee who has ten (10) or more years credit for purposes of computing vacation leave may elect to be paid for two tours in equal payments with the employee's regular salary spread over the year in which the Vacation Leave is earned. The employee will notify the finance department in writing prior to the beginning of such anniversary year that the employee elects to get paid for vacation.

An employee who has twenty (20) or more years credit for purposes of computing vacation leave may elect to be paid for four (4) tours in equal payments with the employee's regular salary spread over the year in which the vacation leave is earned. The employee will notify the finance department in writing prior to the beginning of such anniversary year that the employee elects to get paid for Vacation.

14.10 All employees, except forty (40) hour employees, shall be assigned a twenty-one day work cycle with each employee being assigned a Kelly day off so the employee is not scheduled to work more than one hundred forty-four (144) hours in said work cycle. Selections for Kelly Days selections must be made by December 15th each year for the subsequent year. Vacation selections shall be made by December 31st each year for usage in the subsequent year. After March 1st each year, time off selection shall be on a first requested basis. If necessary, the Chief may deny already approved time off by reverse seniority to insure that each member of the shift receives his Kelly day off. In the event two (2) lieutenants or other officers are assigned to the same shift, such officers shall not have the same Kelly day off and shall not, at the same time, be on approved holiday leave, vacation leave, personal time or compensatory time off.

14.11 Vacation carryover beyond a Fire Fighter's anniversary date will be allowed in the event that sick leave, injury leave, or other unforeseen and exceptional circumstances prevent the employee from using the balance of vacation time prior to that anniversary date. The approval of the Fire Chief will be required.

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

14.13 All full-time employees shall be granted twenty-four (24) hours of personal time each year subject to the following conditions:

- a. Personal time may only be used in increments of four hours or greater.
- b. Personal time may be used at any given time, as long as such usage does not cause there to be more than three (3) employees off per shift, inclusive of training time.
- c. Unused personal leave time may be added to the employee's sick leave accumulation, provided such accumulation is not at the maximum allowed by Article 15, "Sick Leave."

- d. Personal time usage requests may be denied if the employer does not secure another employee to fill his slot on the shift.

ARTICLE 15 SICK LEAVE

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

15.02 All full-time employees shall earn sick leave at the rate of one and one quarter (1 ¼) days per month and may accumulate such sick leave to an unlimited amount; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least nine (9) work days during such monthly period.

15.03 An employee who is to be absent on sick leave shall notify the shift officer 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.

15.04 Sick leave may be used in segments of not less than one (1) hour then in one-quarter (1 ¼) hour increments.

15.05 Before an absence may be charged against accumulated sick leave, the Department Head 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 by the Department Head and paid by the Employer. In any event, an employee absent for two (2) consecutively scheduled work days or more must supply a physician's report to be eligible for paid sick leave.

15.06 If the 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 Department Head 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.

15.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for any form of discipline as may be determined by the Employer.

15.08 The Department Head 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 not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

15.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children or parents residing with the employee or for the care of a brother, sister or parent upon proper verification. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to

only include the employee's mother, father, spouse, child, brother, sister, brother-in-law, sister-in-law, parents-in-law and grandparents. The Fire Chief may, at his sole discretion approve sick leave for death to other family members.

15.10 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, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in effect to his new department.

15.11 Employees hired before January 1, 1989, who have accumulated sick leave earned through employment with the State of Ohio or any of its political subdivisions and has become employed by the Employer within ten (10) years after leaving the previous public employer shall be allowed to transfer the accumulated, unused, sick leave to 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.

15.12 An employee, upon the death or retirement, who has ten (10) years or more of continuous full-time service with the Employer, shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by one third (1/3) the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed eighty five (85) days.

- (A) Any employee who has been permanently reassigned from a shift position to a forty (40) hour staff assignment shall be paid pursuant to Section 14.12 at his forty (40) hour rate providing such employee has served four or more continuous years of service in the staff assignment or has served two (2) continuous years prior to being granted a disability retirement under state pension plan. In the event the employee does not serve four (4) continuous years (2 years in case of a disability retirement), the Finance Director shall calculate and make payments of sick leave conversion from two separate banks, one bank for sick leave accumulation while employed as a shift employee and a separate sick leave bank while employed as a staff employee.
- (B) In the event an employee is assigned from a forty (40) hour staff position to a shift position, the employee shall be paid pursuant to Section 15.12 at his shift rate providing he has been reassigned from the staff position for four (4) or more continuous years (2 years in case of disability retirement). If an employee retires after being transferred from the staff assignment within four (4) years of such transfer (2 years in case of disability retirement) the employee shall receive the forty (40) hour rate payment upon retirement.

15.13 An employee eligible for cash payment pursuant to paragraph 15.12 above, may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

15.14 For the purposes of this Article, one (1) day shall be defined as equal to twelve (12) hours of a workday.

15.15 Employees may, at their option, convert unused sick leave hours in a plan year as follows.

Any employee attaining a sick time bank of fourteen hundred forty (1,440) hours by June 30, of any year, will be eligible for a cash payment based on a portion of the amount of sick leave accrued and unused during the next year, starting July 1, through June 30, of the following year. The employee must elect to be paid the sick time conversion by June 1 of the qualifying year. The benefit shall be paid during the month of July following the accrual year in accordance with the following schedule:

Employees attaining and maintaining fourteen hundred forty (1,440) hours of sick time shall receive a payment equal to thirty-five (35%) percent of the unused sick leave accrued during the plan year.

After fifteen (15) years of continuous service – forty (40%) percent of unused sick leave accrued during the plan year.

After twenty (20) years of continuous service – forty-five (45%) percent of unused sick leave accrued during the plan year.

After twenty-five (25) years of continuous service – fifty (50%) percent of unused sick leave accrued during the plan year.

After thirty (30) years of continuous service – fifty-five (55%) percent of unused sick leave accrued during the plan year.

After thirty-five (35) years of continuous service – sixty (60%) percent of sick leave accrued during plan year.

Payment for said sick leave shall be at his or her daily rate of pay at the time of conversion.

If sick time conversion is not elected, all accrued but unused sick time will remain in the employee's sick time bank and be used in accordance with the sick time provision as defined in this Article or be paid at the time of retirement in accordance with Section 15.12. Years of continuous service shall be determined as of June 30 preceding the accrual year. Years of service accumulated by an officer or employee in one department or division who transfers to another department or division shall count towards continuous service. Employment with the State or any other political subdivision of the State shall count towards continuous service provided the employee is employed by the City within ten years from his or her termination from such other public employer. Purchased service credit shall count towards longevity of service. Each three years served as a part-time officer or part-time employee of the City shall count as one year of continuous service for the purpose of the annual conversion program.

15.16 Pursuant to the following conditions, employees shall be entitled to voluntarily contribute earned, but unused accumulated paid sick leave for the use by any full-time employee of the City who has filed an Emergency Request for Voluntary Sick Leave Contributions form. Employees

requesting the contribution must exhaust his own sick leave, compensatory time, holidays and vacation leave time prior to using any time in the emergency bank. The requesting employee must have a verifiable serious illness or injury.

- A. Any bargaining unit member who has seven hundred eighty (780) or more accumulated sick leave hours may contribute up to a maximum of forty-eight (48) hours of his earned, but unused accumulated sick leave once per calendar year. Any employee who contributed his accumulated sick time shall have the same amount of sick hours, up to the maximum donated, deducted from his balance.
- B. Any agreement to contribute must be in writing and signed by the contributing employees (donor) and his Union representative and is subject to final approval by the Fire Chief. A copy of the agreement shall be placed in the employee's file.
- C. Any emergency contribution not used by the requesting employee (donee) shall be returned to all employees who voluntarily contributed to the requesting employee's emergency bank.
- D. For purposes of this provision, the first sick time donated will be the first paid to the donee.

ARTICLE 16

FUNERAL LEAVE

16.01 An employee shall be granted time off with pay for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of two (2) tours of duty for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's parents, grandparents (maximum of four), brother, sister, parents-in-law, step-parent, and step grandparent. In the event of a death of a spouse or child, the employee shall be granted three (3) tours off with pay.

ARTICLE 17

INJURY LEAVE

17.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than twenty-four (24) hours, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he shall file for Workers' Compensation and shall sign a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. In the event Workers' Compensation pays benefits to the employee and/or Employer, the employee's sick leave for the first twenty-four (24) hours shall be restored to the amount of compensation paid for those days.

17.02 If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the Mayor's sole discretion, be extended for additional ninety (90) calendar day periods, or portions thereof.

17.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the

employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

17.04 Any employee thought to have been injured or exposed to toxic substances and sent to a hospital for treatment or test by the Fire Chief or his designee and Bureau of Workers Compensation and/or Ohio Industrial Commission subsequently determines that there was no injury sustained, shall have all medical bills pertaining to the treatment paid by the Employer.

17.05 In the event the Employer grants injury leave and the employee's Workers Compensation claim is ultimately denied on the substantive merits of a claim after all administrative appeals through the Bureau and/or Ohio Industrial Commission, or after the employee's failure to timely appeal through the administrative process, the employee shall reimburse the Employer all sums advanced. If information is not provided through no fault of the employee, injury leave will not be denied. Reimbursement shall first be charged to accrued but unused sick leave, if available. If further reimbursement is necessary, the employee shall either forfeit his vacation leave and/or reimburse the Employer through payroll deductions or direct payment if the employee is no longer employed by the Employer.

17.06 The Employer reserves the right, at its sole discretion, to assign an employee to light duty status. Light duty includes being assigned to fire prevention or a similar 40 hour per week job. Light duty may also include employees attending Employer-approved training classes that are within an employee's work restrictions as determined by his physician. However, employees may not accrue overtime while on light duty absent specific approval by the Chief. The terms and length of the light duty status shall be determined by the Employer and such determination shall not be made in an arbitrary or capricious manner.

ARTICLE 18 WORKWEEK AND OVERTIME

18.01 All employees except the employee(s) assigned to the Fire Prevention Bureau shall work a normal average workweek of forty-eight (48) hours consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. To reduce the average workweek to forty-eight (48) hours a twenty-one (21) day work cycle shall be established. All twenty-four (24) hour employees shall receive one (1) twenty-four (24) hour Kelly Day each twenty-one (21) day work cycle.

All employee(s) assigned to the Fire Prevention Bureau shall normally work a forty (40) hour workweek, with their leave credits modified appropriately.

18.02 All forty (40) hour employees shall receive thirty-six (36) hours added to their compensatory time bank annually on January 1st, which shall be prorated at three (3) hours per month.

18.03 Employees who work over one hundred forty-four (144) hours in the designated twenty-one (21) day cycle shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate for all hours actually worked over one hundred forty-four (144). Employees who work forty (40)

hour work weeks will be paid time and one-half (1 ½) for all hours over forty (40) actually worked in one (1) week. Overtime payments shall be paid in increments of one-half (1/2) hour.

18.04 Once per month, employees will have the option to transfer a vacation day, or holiday to their compensatory time bank. Compensatory time may be accumulated to a maximum of two hundred forty (240) hours. All compensatory time in excess of maximum will be paid at current hourly rate on the first pay in December.

18.05 Employees shall be able to cash out accumulated compensatory time two (2) times per year, in May and November, provided the following conditions are met:

- a) Requests will be made to the Finance Division thirty (30) days prior to the payout; and
- b) Employees may cash out up to fifty (50%) percent of accumulated compensatory time each payout period in whole hour increments; and
- c) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout; and
- d) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

18.06 On retirement, resignation, termination, or death, employees will be paid in lump sum for all compensatory time saved. The amount of such payment shall be equal to the number of hours saved at current rate of pay at time of retirement, resignation, termination, or death.

18.07 For the purposes of this Article, all holiday, personal leave, vacation leave and sick time is considered duty time.

18.08 In the event the Employer transfers an employee from his originally assigned shift to another shift with less than 48 hours off between shifts, the employee shall be granted twelve hours off or 12 hours of compensatory time off to be taken at a later date.

ARTICLE 19 SHIFT EXCHANGE

19.01 Employees shall have the rights to trade hours when the trade does not interfere with the operation of the Fire Department. Exchanges may be for the entire twenty-four (24) hour shift or any part thereof, in minimum increments of one (1) hour, unless the exchange is at the start or completion of a shift.

19.02 Shift exchanges shall not exceed three hundred sixty (360) hours in a year, and shall not leave the City with less than three (3) paramedics and/or one (1) shift officer scheduled for that day.

19.03 Shift exchange shall not result in any overtime compensation for any employee.

19.04 Hours traded are defined as the number of hours that a fire fighter is away from the regularly assigned shift.

19.05 Exceptions to these mandates can be granted at the discretion of the Chief of Fire depending on extenuating circumstances.

ARTICLE 20

CALL-IN PAY

20.01 When an employee is called in for emergency (fire and/or rescue) duty, he shall be paid emergency overtime as specified in the Salary Schedule for all hours worked with a minimum guarantee of three (3) hours of work or three (3) hours pay provided that such call-in does not abut the employee's regular shift. Emergency overtime is available to forty-eight (48) hour employees only. It is calculated on the basis of a forty (40) hour workweek instead of the normal forty-eight (48) hour calculation set forth in Section 17.03. In the event an emergency call in occurs within three (3) hours of an employee's scheduled shift, he shall be paid EOT for all hours worked up to the start of their regular shift. Employees called in to appear in Court or other agency on behalf of the Employer when not on duty, shall receive a minimum guarantee of three (3) hours pay.

ARTICLE 21

PREMIUM PAY

21.01 An employee who has received a Training Certificate attesting to the satisfactory completion of all fire technology courses offered towards a Certificate in Fire Technology, an Associate Degree in Fire Technology or a Bachelor's Degree in Fire Technology, Fire Science, or a similar degree in the same field of study, or has received a certificate or degree in nursing, emergency management, or a similar degree in the same field of study, shall receive additional pay in the amounts of three hundred fifty (\$350.00) dollars for a certificate, six hundred (\$600.00) dollars for an associate's degree, and eight hundred fifty (\$850.00) dollars for a bachelor's degree, and one thousand one hundred (\$1,100.00) dollars for a graduate level degree in an approved field, in each contract year. All sums shall be payable on June 30th each year through direct deposit at a financial institution of the employee's choice and prorated upon termination, certification or hiring.

21.02 Employees taking Paramedic Training shall be paid their regular straight time rate if on duty.

21.03 Employees shall be entitled to take up to forty (40) hours at the overtime rate, if applicable, to attain or maintain professional certifications for, but not limited to: EMT, paramedic, firefighter, fire instructor, live fire instructor, EMS instructor, fire inspector, fire investigator, and fire officer. All training classes must be completed or scheduled with the Chief's office by October 1st of each contract year. Scheduled classes may be changed at the Chief's discretion, and permission to change dates will not be unreasonably denied.

21.04 An officer appointed to serve as officer-in-charge by the Fire Chief, or by the Safety Director in the absence of the Fire Chief, shall receive forty-eight (\$48.00) dollars for each day serving as officer-in-charge.

21.05 The Employer will reimburse all bargaining unit employees the full cost of a single membership at the Middleburg Heights Recreation Center. However, in order to obtain this annual reimbursement, an employee must provide the City written proof from his physician that he completed a routine physical examination within the past twelve (12) months.

21.06 Employees will be permitted to attend two (2) training classes in each year of the agreement with the approval of the Chief. Union members must notify the Chief of the total cost of the class at the time permission is requested. The Employer will pay the cost of tuition, fees, and books for classes at Southwest Hospital, and will pay the cost of tuition, fees, and books at other training sites at the sole discretion of the Chief.

ARTICLE 22 JURY DUTY

22.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer.

In the event any member of the Fire Department is called for jury duty, he shall be free from all duty assignments from 8:00 p.m. Sunday to 8:00 a.m. the following Saturday provided said member is actually either serving on a jury or is being held by the court in a jury pool awaiting jury duty. In the event a member is released from jury duty in the middle of any week, he shall begin his next scheduled shift beginning not earlier than 8:00 a.m. the day following his release from jury duty.

In the event any member of the Fire Department is called for grand jury duty, this shall be considered on a case by case basis between the Member and the Chief.

ARTICLE 23 UNIFORM ALLOWANCE

23.01 All newly hired probationary employees shall receive a uniform allowance in the amount of one thousand (\$1,000.00) dollars within thirty (30) days of his date of appointment.

23.02 All employees after their first anniversary date shall receive an annual uniform allowance in the amount of one thousand (\$1,000.00) dollars. This uniform allowance amount shall be divided in half with the first payment being made on June 1st, and the second payment on December 1st, each year through direct deposit at a financial institution of the employee's choice.

23.03 Employees shall not be required to wear any uniforms to and from work; but must be dressed in their appropriate uniform prior to the start of their work shift. The Employer shall continue to buy and/or replace those items classified as turn-out or fire-fighting gear, including air mask lenses, in accordance with past practice.

23.04 Any employee incurring damage to or destruction to station wear/uniform clothing, in the performance of his official duty, shall be entitled to replacement from the Employer to a maximum

of two hundred (\$200.00) dollars per year upon presentation of a claim to the Fire Chief, with satisfactory proof thereof.

23.05 When an employee retires (20 years of service or a disability retirement) the retiree may purchase his fire helmet for the cost of one (\$1.00) dollar. In the event the fire helmet is less than two (2) years old, the Fire Chief may, at his discretion, make an alternative fire helmet available for purchase.

ARTICLE 24 **LONGEVITY**

24.01 All employees shall receive longevity payments commencing upon the completion of five (5) years of continuous full-time employment with the City of Middleburg Heights in the amount of three hundred seventy-five (\$375.00) dollars, which shall be increased by seventy-five (\$75.00) dollars for each succeeding year of employment.

24.02 Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service in the first regular pay period in December through direct deposit at a financial institution of the employee's choice.

24.03 If because of leave without pay, employment separation or break in continuous service, an employee does not work a full year, the amount payable shall be prorated to correspond to the actual length of service during the current year and be paid immediately upon termination.

ARTICLE 25 **SALARY SCHEDULE**

25.01 All employees shall receive a 3.0% wage increase in accordance with the following schedule effective January 1, 2023:

Fire Fighter

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Lieut.</u>	<u>Capt.</u>
Hourly 40	\$31.01	\$34.67	\$38.27	\$41.93	\$48.25	\$53.07
Hourly 48	\$25.84	\$28.88	\$31.88	\$34.95	\$40.19	\$44.21
Normal OT	\$38.79	\$43.35	\$47.82	\$52.43	\$60.29	\$66.31
Emer. OT	\$46.51	\$51.99	\$57.41	\$62.91	\$72.37	\$79.60

Fire Fighter/Paramedic

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Lieut.</u>	<u>Capt.</u>
Hourly 40	\$32.12	\$35.71	\$39.37	\$43.04	\$49.47	\$54.40
Hourly 48	\$26.73	\$29.78	\$32.81	\$35.82	\$41.23	\$45.34
Normal OT	\$40.09	\$44.68	\$49.20	\$53.78	\$61.85	\$68.02
Emer. OT	\$48.16	\$53.58	\$59.05	\$64.55	\$74.21	\$81.63

25.02 All employees shall receive a 3.0% wage increase in accordance with the following schedule effective January 1, 2024:

Fire Fighter

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Lieut.</u>	<u>Capt.</u>
Hourly 40	\$31.94	\$35.71	\$39.42	\$43.19	\$49.70	\$54.66
Hourly 48	\$26.62	\$29.75	\$32.84	\$36.00	\$41.40	\$45.54
Normal OT	\$39.95	\$44.65	\$49.25	\$54.00	\$62.10	\$68.30
Emer. OT	\$47.91	\$53.55	\$59.13	\$64.80	\$74.54	\$81.99

Fire Fighter/Paramedic

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Lieut.</u>	<u>Capt.</u>
Hourly 40	\$33.08	\$36.78	\$40.55	\$44.33	\$50.95	\$56.03
Hourly 48	\$27.53	\$30.67	\$33.79	\$36.89	\$42.47	\$46.70
Normal OT	\$41.29	\$46.02	\$50.68	\$55.39	\$63.71	\$70.06
Emer. OT	\$49.60	\$55.19	\$60.82	\$66.49	\$76.44	\$84.08

25.03 All employees shall receive a 3.0% wage increase in accordance with the following schedule effective January 1, 2025:

Fire Fighter

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Lieut.</u>	<u>Capt.</u>
Hourly 40	\$32.90	\$36.78	\$40.60	\$44.49	\$51.19	\$56.30
Hourly 48	\$27.42	\$30.64	\$33.83	\$37.08	\$42.64	\$46.91
Normal OT	\$41.15	\$45.99	\$50.73	\$55.62	\$63.96	\$70.35
Emer. OT	\$49.35	\$55.16	\$60.90	\$66.74	\$76.78	\$84.45

Fire Fighter/Paramedic

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Lieut.</u>	<u>Capt.</u>
Hourly 40	\$34.07	\$37.88	\$41.77	\$45.66	\$52.48	\$57.71
Hourly 48	\$28.36	\$31.59	\$34.80	\$38.00	\$43.74	\$48.10
Normal OT	\$42.53	\$47.40	\$52.20	\$57.05	\$65.62	\$72.16
Emer. OT	\$51.09	\$56.85	\$62.64	\$68.48	\$78.73	\$86.60

25.04 All new employees shall be hired at the Step 1 rate unless the employee has such training and experience to warrant placement at a greater wage rate. After initial hire, employees shall move from Step to Step on their anniversary date of hire.

25.05 In addition to the above salaries, a fireman while acting as the Senior Officer during the absence of an officer, shall receive additional pay in the amount of forty-eight (\$48.00) dollars for

each twenty-four (24) hour shift worked as the Senior Officer. This additional pay shall not be submitted for pay in amounts of less than eight (\$8.00) dollars. In the event a Fire Inspector is permanently assigned to the Fire Prevention Bureau, on a forty (40) hour basis, such Inspector shall receive the same premium pay as Police Detective Patrolmen.

25.06 The Employer shall defer the normal pay of each bargaining unit member by one week. Each pay period will cover two weeks, beginning with Saturday and ending on Friday. Pay for the pay period will normally be issued to each employee on the Friday following the pay period. All employees shall be paid their bi-weekly paycheck through direct deposit at a financial institution of the employee's choice. Employees must notify the Employer within thirty (30) days after hire of the selection of such financial institution. In the event no selection is identified, the Employer shall institute an employee direct deposit at a financial institution of its choosing.

25.07 Employees' normal overtime rate of pay shall have the employees' longevity payments, paramedic pay and other premium pay added, which will be calculated by dividing the respective employee's annual longevity payment and paramedic pay by 2496 and multiplied by 1.5.

25.08 All Fire Fighters hired after November 8, 2005 are required as a condition of employment to have and maintain paramedic certification under the Ohio Revised Code.

25.09 There shall be a ten (10%) percent differential between the Captain's rate of pay and the Lieutenant's rate of pay.

25.10 A bargaining unit member who has been appointed to the position of Assistant Chief (AC) shall, upon his non-disciplinary removal, be reinstated to his prior rank in the bargaining unit with full benefits within ninety (90) days of his appointment to the rank of AC, should he so desire.

ARTICLE 26

PENSION

26.01 The Employer shall continue its "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Police and Firemen's Pension Fund prior to calculating withholding taxes, upon approval of the I.R.S. and/or PFDPF. Such tax saving pension plan shall be the "salary reduction" method.

26.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions will be "picked up" and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation for members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated according to the rules and regulations promulgated by the Ohio Police and Fire Disability and Pension Fund.

ARTICLE 27

INSURANCES

27.01 The Employer and the participating employee will share in the payment of premiums of either the individual or family plans as appropriate for the insurance coverage. The insurance coverage is subject to the co-pays and provisions as stated in Appendix A which is attached hereto.

- (a) The employee shall contribute the percentage of the Employer's COBRA rates on a pretax basis as listed in Appendix A.
- (b) Basic insurance coverage will include physical examinations and supplements as prescribed by a medical physician. This does not include over the counter vitamins.
- (c) The plan shall require payment of an annual deductible in accordance with Appendix A, attached.
- (d) Such plan shall continue to include the existing prescription drug rider; however, the prescription co-pay shall be ten (\$10.00) dollars for generic drug prescriptions; twenty (\$20.00) dollars for formulary brand name drugs and forty (\$40.00) dollars for name brand prescriptions. Pharmacy filled prescriptions shall have a maximum of thirty (30) days. The City will maintain its mail order service for a ninety (90) day supply for maintenance drug prescriptions. Employees also have the option of receiving maintenance drug prescriptions at Walgreen pharmacies so long as the City maintains such maintenance prescription plan with Walgreen. The mail order plan or Walgreen option for maintenance drug prescriptions is mandatory; and
- (e) The plan shall require a fifteen (\$15.00) dollar co-pay for each visit to a miniclinic that is either operated by a pharmacy, or approved by the Plan Administrator.
- (f) The plan shall require a twenty-five (\$25.00) dollar office co-pay for each doctor's office visit (Single or Family).
- (g) The plan shall require a fifty (\$50.00) dollar co-pay for each emergency room visit. The emergency room co-pay will be waived if admitted to the hospital during the visit.
- (h) Health insurance shall not include payment for abortions for eligible employees or dependents and all prior coverage is hereby eliminated. The health insurance plan shall pay for oral contraceptives.
- (i) Employees who are eligible for health care may "opt-out" at their election, and shall receive payment of one hundred (\$100) dollars per month for a family plan and fifty (\$50.00) dollars per month for a single plan opt-out benefit. The City will implement this provision subsequent to the execution of the CBA.

(j) The parties agree that the health insurance plan shall include a fifty (\$50.00) dollar penalty (precertification penalty) in the event an employee fails to precertify for surgery or a hospital stay under the health plan.

(k) The City will continue its "cafeteria plan." (a.k.a. Section 125 Plan)

27.02 The Employer shall provide a fifty thousand (\$50,000.00) dollar life insurance policy for employees.

27.03 The Employer shall continue to provide at its expense Dental coverage for each employee and his family, which coverage shall provide for the payment of eighty (80%) percent of the costs of oral examinations, teeth cleaning, fluoride applications, space maintainers, emergency office visits, x-rays, fillings, anesthetics, antibiotics, extractions, oral surgery, repair of prosthetic appliances, and replacement of damaged appliances. Such dental coverage shall include payment of fifty (50%) percent of the employee and employee's family costs of reconstructive procedures (e.g., caps, crowns, root canals, dentures, partials and bridges).

27.04 The Employer shall continue a vision plan similar and comparable to the plan currently provided to City employees. The Employer may change vision care providers so long as the benefits are comparable or better than such existing plan.

27.05 Due to the hazard of blood borne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents, and as a result of the State of Ohio Workers Compensation Plan not allowing a worker's compensation claim for exposure only, the City agrees to pay for blood testing and related treatment necessary to determine if an infectious disease has been contracted. If an infectious disease has in fact been contracted due to a work-related incident exposure, the claim will then be submitted to the Ohio Bureau of Workers Compensation for determination of allowance and subsequent benefits.

ARTICLE 28 TRAINING

28.01 Employees taking training to maintain their paramedic certification shall schedule training during duty hours whenever possible, so as not to cause overtime. Employees who fail to maintain their EMT certification shall be subject to disciplinary action.

28.02 When an employee is required or wishes to attend a training program, the Fire Chief shall first arrange with such employee the pay basis during such program, giving recognition to the hours of actual training and travel time versus normal duty hours. For purposes of travel time computation, the City shall be deemed the base.

ARTICLE 29 EMPLOYEE REIMBURSEMENT

29.01 If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will reimburse the City for the cost to the City of all basic and special training, educational courses of study, seminars and any other related special

educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City as well as reimbursement of all clothing allowances.

ARTICLE 30 GENDER AND PLURAL

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

ARTICLE 31 HEADINGS

31.01 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 any such Article.

ARTICLE 32 OBLIGATION TO NEGOTIATE

32.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

32.02 Therefore, for the life of this Agreement, the Employer and the Union 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, 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.

32.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 33 TOTAL AGREEMENT

33.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued by the Employer, upon advance notification to the Union of any such modification or discontinuance.

ARTICLE 34 CONFORMITY TO LAW

34.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws and administrative code rules or decisions and the invalidity of any provisions of this

Agreement by reason of such existing or future law or administrative code rule or decision shall not affect the validity of the surviving provisions.

34.02 If the enactment of state or federal legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reasons of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of these 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 35

DISCIPLINARY PROCEDURE

35.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

35.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

35.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

35.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

35.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, the notice of discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

35.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or
- 3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

35.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or an attorney at his/her own expense at every step of the proceeding.

35.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 35.12 , until the matter is settled or the arbitrator renders a determination.

35.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and they may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

35.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

35.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement

entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

35.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

35.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge to any Civil Service Commission).

ARTICLE 36

GRIEVANCE PROCEDURE

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

36.02 For the purpose of this procedure, the below listed terms are defined as follows:

- a) **Grievance** - A "grievance" shall be defined as dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) **Aggrieved Party** - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit within the bargaining unit actually filing a grievance.
- c) **Days** - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

36.03 The Union shall designate an official Grievance Committee, consisting of up to three (3) members of the bargaining unit, and shall notify the Employer as to the Committee's membership in writing. The Committee shall review an employee's grievance in order to determine its merit prior to any filing of the grievance at Step Two. Should the Committee decide the grievance is lacking sufficient merit, it may deny the employee its representational services. Such denial, however, shall not be made in a perfunctory or arbitrary manner.

36.04 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance;

the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during nonworking hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. The Union has the right to be present at any grievance meeting at Step 2 or above and shall be notified by the Employer twenty-four (24) hours in advance of such meeting. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

36.05 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify the Union Grievance Committee and the Chief of the Fire Department, simultaneously, of the possible grievance within (5) days of the occurrence of the facts giving rise to the grievance. The Chief shall schedule an informal meeting with the employee and his representative within five (5) days of the date of the notice by the employee. The Chief and the employee, along with the employee's representative, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing and presented as a Grievance, after the Grievance Committee has ruled on its merits, to the Chief of the Fire Department within five (5) days of the informal meeting or notification of the Chiefs decision at Step 1, whichever is later, but not later than seven (7) days from the date of the hearing if the Chief fails to give the employee an answer.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Safety Director shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 4, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 37

ARBITRATION PROCEDURE

37.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the grieving party shall request a list of seven (7) Ohio-based, impartial arbitrators, who are members of the National Academy of Arbitrators, from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. For subsequent arbitrations, the first strike shall alternate between the parties.

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

37.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s) except by mutual written agreement of the parties.

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

37.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

ARTICLE 38

SUBSTANCE TESTING AND ASSISTANCE

38.01 Drug and alcohol screening/testing may be conducted randomly and upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

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

38.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

38.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

38.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

38.06 No drug testing shall be conducted without the authorization of the Fire Chief. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth

above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Fire Chief and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

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

38.08 Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

ARTICLE 39

FAMILY MEDICAL LEAVE

39.01 The Employer and the Union agree and acknowledge that the provisions of the Family Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The Employer may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the Employer that violates the employee's rights under the FMLA Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

39.02 During such FMLA leave, the employee shall continue to receive health care insurance. At any time an employee is granted FMLA leave, such employee shall be considered not assigned to a shift pursuant to Section 14.06. When unpaid FMLA leave is granted, paid time off shall not accumulate, however, such unpaid status shall not effect seniority status. When on paid FMLA leave, such paid time off benefit shall accumulate.

39.03 Occasionally, employees have no remaining FMLA leave available but need additional leave or need to take time away from work for personal or medical reasons. The City will consider such a request for an unpaid general leave of absence (not to exceed 90 days) on a case-by-case basis, with no guaranteed it will be allowed unless required by law. All unpaid general leave of absence requests need to be submitted to Human Resources. Employees may utilize their injury leave or their accumulated sick, vacation, or holiday leaves, in order to receive full wages, while on general leave of absence as appropriate.

ARTICLE 40

DEATH BENEFIT

40.01 In the event an employee is killed in the line of duty, such employee's designee will receive an amount equal to one (1) month's salary of the employee within thirty (30) days. If no designation is provided to the City, the individual listed as the beneficiary for life insurance proceeds shall receive this amount.

ARTICLE 41 FIRE PREVENTION LIEUTENANT

41.01 The Employer may assign a lieutenant to the Fire Prevention Bureau who, for purposes of this Article and while assigned to the Fire Prevention Bureau, will be known as the "Fire Prevention Lieutenant." The Fire Prevention Lieutenant will work directly under the supervision of the Assistant Chief.

41.02 The Fire Prevention Lieutenant shall perform duties as assigned which may include fire prevention and fire safety, including but not limited to arson investigation, fire inspection, and public education.

41.03 While assigned to the Fire Prevention Bureau, the Fire Prevention Lieutenant will work forty (40) hours per week.

41.04 The Fire Prevention Lieutenant will be paid overtime at one and one-half (1 1/2) times the regular hourly rate for each hour worked over forty (40) hours per week. The work week of the Fire Prevention Lieutenant will be recognized as 12:01 a.m. on Saturday to midnight on the following Friday.

41.05 The Employer, may assign or reassign the Fire Prevention Lieutenant to other duties, including the staffing of fire suppression and EMS activities of the department due to another employee's expected extended absence. Extended absences are defined as an absence for more than five (5) consecutive tours of duty. When the Fire Prevention Lieutenant is assigned to staff the fire suppression and EMS activities of the department, his fire prevention activities shall be suspended and instead be made comparable to those of a typical shift officer.

41.06 When the Fire Prevention Lieutenant is taken off his 40-hour/week assignment and is assigned to a shift due to another employee's extended absence, his previous time off requests inclusive of vacation, holiday, and compensatory time shall be maintained.

41.07 The Fire Prevention Lieutenant may work shift overtime.

41.08 While on a 40-hr work week, in the Fire Prevention Bureau, the Fire Prevention Lieutenant may trade time as listed in Article 19. Should another employee work for the Fire Prevention Lieutenant that employee must be certified as a Fire Safety Inspector.

41.09 The Employer will pay the cost of tuition, fees, and books for classes or other certifications deemed necessary by the Chief of Fire for the position.

41.10 The Employer shall pay for an annual membership to NFPA and the North Eastern Ohio Fire Prevention Association and allow the full-time Fire Prevention Lieutenant to attend those training sessions.

41.11 When the Employer determines there is a need to do so, the Employer shall first offer the position of Fire Prevention Lieutenant to all Captains, followed by all Lieutenants. The Employer shall make a selection from the pool of willing Captains, followed by Lieutenants which will be made based on their qualifications for the position as determined by the Fire Chief. If no existing officer applies for the position, the Employer may then select the Fire Prevention Lieutenant from a promotional eligibility list.

41.12 When a shift lieutenant position becomes vacant, the Fire Prevention Lieutenant may choose to remain in his position or take the opportunity to return to shift. A shift lieutenant vacancy occurs when an existing shift lieutenant separates from employment or otherwise ceases to hold the position of lieutenant. Should the Fire Prevention Lieutenant return to shift, the process listed in 41.11 shall be followed to fill the now open Fire Prevention Lieutenant position.

41.13 The Fire Prevention Lieutenant who works a forty (40) hour workweek, shall be granted and earn one hundred twenty (120) holiday hours each year as follows: employees will be granted ten (10) hours of holiday time in each calendar month. Such time will be granted on the 1st of each calendar month. Holiday Time not scheduled or turned in for pay by December 1st of each year shall be forfeited.

41.14 The Fire Prevention Lieutenant who works a forty (40) hour workweek, shall be granted twenty (20) hours of personal time each year.

41.15 Employees who work a forty (40) hour workweek shall receive vacation leave with pay according to the following schedule:

<u>Length of Service</u>	<u>Time off (after anniversary date)</u>
After one (1) year	80 hours
After five (5) years	120 hours
After ten (10) years	160 hours
After fifteen (15) years	220 hours
After twenty (20) years	260 hours

41.16 The Fire Prevention Lieutenant may take promotional examinations and have the opportunity to be promoted.

41.17 Employees moved from Shift to the Fire Prevention Bureau shall have all accrued Vacation leave, Personal time, and Holiday time converted by multiplying accrued hours by 0.8333334 to obtain the amount to be credited. An employee moved from the Fire Prevention Bureau to shift shall have accrued Vacation leave, Personal time, and Holiday time converted by multiplying accrued hours by 1.20 to obtain the amount to be credited. All hours will be rounded up for values of 0.51 or more, and down for values of 0.50 or less.

ARTICLE 42

DURATION

42.01 This Agreement shall become effective at 12:01 a.m. on January 1, 20223, and shall remain in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2025. If either party wishes to amend, modify or terminate this Agreement, it shall serve a notice to negotiate in accordance with OAC 4117-01-02.

ARTICLE 43

EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

International Association of
Fire Fighters, Local 2018
AFL-CIO

City of Middleburg Heights, Ohio

By: _____
President

By: _____
Matthew J. Castelli, Mayor

Secretary & Treasurer

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Fire Chief (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

FIRE CHIEF

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Fire Chief if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Fire Chief Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Fire Chief.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Fire Chief within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with your Fire Chief.
3. If you file your objections, the Safety Director will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Safety Director will report his/her decision within ten (10) days following the close of the hearing.
5. You will have five (5) days after receipt of the Safety Director's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPENDIX A

Medical/Rx	
Plan	
Calendar Year Deductible	
Single	
Family	
Coinsurance	
Out-of-Pocket Max	
Single	
Family	
Primary Care Physician/Specialist	
Inpatient Hospital	
Diagnostic Lab & X-ray	
Outpatient Surgery	
Preventive Office Visits	
Emergency Room	
Urgent Care	
RX Plan	
Tier 1	
Tier 2	
Tier 3	
Tier 4	
Days Supply	
COBRA Rates - (2023 Only)	
Single	
Medical/Rx	
Vision	
Dental	
Total	
Employee Contribution %	
Employee Contribution Amount	
Family	
Medical/Rx	
Vision	
Dental	
Total	
Employee Contribution %	
Employee Contribution Amount	

Medical Mutual of Ohio Option 1 - 10% Contribution - 2023-2025																																						
Southwest	SuperMed PPO	Non-Network																																				
Tier 1	Tier 2	Tier 3																																				
\$100	\$350	\$750																																				
\$200	\$700	\$1,500																																				
100%	100%	70%																																				
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)																																				
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Medical Mutual of Ohio Option 2 - 5% Contribution - 2023-2025																																						
Southwest	SuperMed PPO	Non-Network																																				
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CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022-

Introduced By: Mayor Castelli

**AN ORDINANCE
AUTHORIZING THE MAYOR OF THE CITY OF MIDDLEBURG HEIGHTS
TO ENTER INTO A CONTRACT WITH THE LOCAL ASSOCIATION OF
PUBLIC SERVICE WORKERS AND DECLARING AN EMERGENCY**

WHEREAS, Council and the Administration have conducted extensive negotiations with the Local Association of Public Service Workers, as the bargaining representative for certain employees of the Service Department; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and he is hereby authorized and directed to enter into an agreement with the Local Association of Public Service Workers, on behalf of certain employees of the Service Department, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 3: That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Middleburg Heights, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented To Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

AN AGREEMENT

between

THE CITY OF MIDDLEBURG HEIGHTS, OHIO

and

**LOCAL ASSOCIATION OF
PUBLIC SERVICE WORKERS**

**EFFECTIVE: January 1, 2023
EXPIRES: December 31, 2025**

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Middleburg Heights, Ohio, hereinafter referred to as "the Employer", and Local Association of Public Service Workers, hereinafter referred to as "the Union".

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the job classifications listed on Appendix A (Employees) and attached hereto, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not to exceed the duration of this Agreement.

3.02 In the event the Employer substantially changes and increases job duties to any existing classification, the Union may request negotiations for an establishment of a new wage rate based upon such increased duties. In the event the parties cannot mutually agree to a new wage rate, the Employer retains the right to adopt a new wage rate. Such adoption and implementation of new wage rate shall not be grievable.

3.03 The Employer may utilize six (6) regular part-time employees in the Service Department who shall be excluded from the bargaining unit. All seasonal employees shall be excluded.

ARTICLE 4

DUES DEDUCTIONS AND AGENCY SHOP

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

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

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

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

ARTICLE 5 MANAGEMENT RIGHTS

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

5.02 In addition, the Union 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 its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 NO-STRIKE

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

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of

this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action as determined solely by the Employer.

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the Union recognize their respective responsibilities under Federal and State constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, national origin, physical/mental disability, age, sex, pregnancy, sexual orientation, gender identity, marital status, citizenship status, or status as a protected veteran.

ARTICLE 8 UNION MEMBERSHIP

8.01 The Employer and the Union recognize the right of all employees and applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisals by the Employer or the Union against any employee or any applicant for employment because of Union membership or non-membership.

ARTICLE 9 UNION REPRESENTATION

9.01 The Employer agrees to recognize the President or any of the three other designated Union officers to act on the Union's behalf for the purposes of performing Union related activities and to meet with Employer representatives as may be required. The Union shall supply the names of the employees so designated to the Employer and shall keep the Employer currently notified of any changes.

9.02 The President or any of the three other designated Union officers may be allowed up to fifteen (15) minutes of his workday at the end of his work shift for only the administration of grievances pursuant to the Grievance Procedure. Prior to the utilization of any of the above time, the President or any of the three other designated Union officers shall request and receive approval in advance for such time from his supervisor with such approval not being withheld in an arbitrary or capricious manner.

9.03 The President or any of the three other designated Union officers having an individual grievance in connection with his own work may ask for another local union officer to assist him in adjusting the grievance with his supervisor.

9.04 The Employer shall supply a copy of this Agreement to each employee within the bargaining unit.

9.05 As soon as practicable, the Employer shall provide each employee a summary every two (2) months of his accumulated sick leave, vacation leave, compensatory time and accumulated time.

ARTICLE 10 BULLETIN BOARDS

10.01 The Employer shall provide the Union with adequate bulletin board space, which shall be located in the Service Garage. The Union shall be responsible for the care, maintenance and replacement of said bulletin board space. The Employer shall have the right to direct a union officer to remove any material not in conformance with paragraph 10.02, below.

10.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board that contain any defamatory, political (except union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Employer prior to the posting of such material. The Employer agrees not to post any notices, memorandums, posters or other forms of communication on this bulletin board space.

ARTICLE 11 PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of one hundred and eighty (180) calendar days. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure herein. The Employer may shorten or waive this period at its discretion.

11.02 A probationary employee will be eligible for health care and sick leave benefits provided by the Employer the first full month following his date of hire.

11.03 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 paragraphs 11.01 and 11.02.

ARTICLE 12 PERSONNEL FILES

12.01 In imposing discipline on a current charge, the City shall not take into account any previous written reprimand or suspensions of one (1) or two (2) days which occurred more than two (2) years previously. Suspensions of three (3) or more days or greater discipline shall not be taken into account on a current charge which occurred more than five (5) years previously.

ARTICLE 13

SENIORITY

13.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

13.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

- a) he resigns;
- b) he is discharged for just cause;
- c) he is laid-off for a period of time exceeding eighteen (18) months;
- d) he retires;
- e) he fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) he becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) he refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

13.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

13.04 The City shall provide the Union with a current seniority list on a yearly basis. The seniority list shall be made by classification and shall contain a listing of the date of hire, the name, address and pay rate. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE 14

LAYOFF AND RECALL

14.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

14.02 Employees within affected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal and probationary employees within the effected job title(s), within the bargaining unit, are laid off first in the above respective order. For the purposes of this Article,

"department" or "bargaining unit" shall mean the various positions included within Appendix A of this Agreement.

14.03 Employees who are laid off from one (1) job title may displace (bump) another employee with lesser seniority in a lower rated job title within the department.

14.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraph 14.03, above.

14.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

14.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

14.07 Employee(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

14.08 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his layoff.

14.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

14.10 Employee(s) scheduled for layoff shall be given a minimum of fifteen (15) calendar days advance notice of layoff.

ARTICLE 15 WORKDAY AND WORKWEEK

15.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, exclusive of the time allotted for meals during the pay period starting at 12:01 a.m., Saturday and ending at Midnight, Friday. Starting time shall be at the discretion of the Department Head.

15.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to reduce the hours of work for any employee(s), the Employer shall meet with the Union and discuss said changes with the Union before any such changes are implemented. During the term of this Agreement, the Employer will not regularly schedule bargaining unit employees to shifts that include a Saturday or Sunday without first negotiating the terms of such revised work schedule with the Union.

ARTICLE 16

REST PERIODS

16.01 There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift, except for other mutually agreed upon schedules.

16.02 In order to minimize down time, rest periods shall be taken during natural breaks in work assignments with the approval of their supervisor and on the job site weather conditions permitting. One (1) member of a crew may be allowed to obtain refreshments for rest periods that can be taken on the job site, with the approval of the supervisor.

ARTICLE 17

LUNCH PERIODS

17.01 All employees will be allowed a maximum of thirty (30) uninterrupted minutes for a scheduled lunch period which is to be taken at a time designated by the Employer. Employees may choose to work through scheduled lunch breaks and be permitted to leave one-half (1/2) hour early upon prior approval from the Director of Public Service or his designee.

ARTICLE 18

MILITARY LEAVES

18.01 An employee shall be granted a leave of absence for military duty in accordance with State and Federal Laws.

ARTICLE 19

UNION LEAVE

19.01 A leave of absence without pay may be granted at the Employer's discretion to one (1) employee at anyone (1) time upon the request of the Union for such leave. The Union or the employee shall file a written notice with his Department Head at least one (1) week in advance of the date the leave is to commence, along with indicating the length of time the leave encompasses. Leave requests shall not be routinely denied but shall be limited according to the operational needs of the Employer. Employees on said leave shall receive no fringe benefits after two (2) weeks.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

20.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay for a period determined by the Employer because of injury, illness or other compelling reasons. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer.

20.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer with a copy for the employee. Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and

the specific reasons. An employee will be notified in writing within ten (10) calendar days from the date the application was made of the approval or disapproval of the leave of absence request. An employee who is granted such a leave shall not accrue any benefits during his absence, except seniority. The employee may continue his insurance coverages by paying the appropriate monthly premiums to the Director of Finance during the leave.

20.03 Leaves of absence shall not be granted for the employee to seek employment with another employer, nor shall the employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

20.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

20.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

ARTICLE 21 INJURY LEAVES

21.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than three (3) workdays, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. At the Employer's request, the employee shall file a claim with Worker's Compensation, for Temporary Total (TT) payments or similar wage loss, and assign to the Employer those sums he receives as Temporary Total Compensation. In the event Worker's Compensation pays benefits to the employee and/or Employer, the employee's sick leave for the first three (3) days shall be restored to the amount of compensation paid for those days.

21.02 If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the Mayor's sole discretion, be extended for an additional ninety (90) calendar day period, or any portion thereof.

21.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

21.04 In the event the Employer grants injury leave and the employee's Workers Compensation claim is ultimately denied on the substantive merits of a claim after all administrative appeals through the Bureau and/or Ohio Industrial Commission, or after the employee's failure to timely appeal through the administrative process, the employee shall reimburse the Employer all sums advanced. Reimbursement shall first be charged to accrued but unused sick leave, if available. If

further reimbursement is necessary, the employee shall either forfeit his vacation leave and/or reimburse the Employer through payroll deductions.

21.05 The Employer shall have the right to implement a reasonable transitional work policy or restricted duty policy.

ARTICLE 22 SICK LEAVE

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

22.02 All non-probationary full-time employees shall earn sick leave at the rate of 4.62 hours on a bi-weekly basis and may accumulate such sick days to an unlimited amount; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) days during such monthly period.

22.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day his is absent.

22.04 Sick leave may be used in segments of not less than one (1) hour, then one-quarter (1/4) hour segments.

22.05 Before an absence may be charged against accumulated sick leave, the Department Head may require, for cause, 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 for by the City. In any event, an employee absent for three (3) or more consecutive days must supply a physician's report at the employee's expense to be eligible for paid sick leave unless such physician's report is waived by the Department Head.

22.06 If the 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 Department Head 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.

22.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Employer.

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

22.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law and grandparents.

22.10 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.

22.11 Any 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 date of termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer.

22.12 Upon the retirement of a full-time employee who has not less than (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed eighty-five (85) days. Upon the retirement of a full-time employee who has not less than fifteen (15), twenty (20), twenty-five (25) or thirty (30) years of service with the City, such employee shall be entitled to one-third (1/3) payout as set forth herein, not to exceed ninety-five (95) days for employees with fifteen (15) years of service, one hundred five (105) days for employees with twenty (20) years of service, one hundred fifteen (115) days for employees with twenty-five (25) years of service and one hundred twenty-five (125) days for employees with thirty (30) years of service.

22.13 An employee eligible for cash payment pursuant to paragraph 22.12 above, may at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

22.14 Normal sick leave usage shall not count against employees in personnel evaluations.

22.15 Employees may, at their option, convert unused sick leave hours in a plan year as follows.

Any employee attaining a sick time bank of nine hundred sixty (960) hours by June 30, of any year, will be eligible for a cash payment based on a portion of the amount of sick leave accrued and unused during the next year, starting July 1, through June 30, of the following year. The employee must elect to be paid the sick time conversion by June 1 of the qualifying year. The benefit shall be paid during the month of July following the accrual year in accordance with the following schedule:

Employees attaining and maintaining nine hundred sixty (960) hours of sick time shall receive a payment equal to thirty-five (35%) percent of the unused sick leave accrued during the plan year.

After fifteen (15) years of continuous service - forty (40%) percent of unused sick leave accrued during the plan year.

After twenty (20) years of continuous service - forty-five (45%) percent of unused sick leave accrued during the plan year.

After twenty-five (25) years of continuous service - fifty (50%) percent of unused sick leave accrued during the plan year.

After thirty (30) years of continuous service - fifty-five (55%) percent of unused sick leave accrued during the plan year.

After thirty-five (35) years of continuous service - sixty (60%) percent of sick leave accrued during plan year.

Payment for said sick leave shall be at his or her daily rate of pay at the time of conversion.

If the sick time conversion is not elected, any accrued but unused sick time will remain in the employee's sick time bank and either be used in accordance with the sick time provision as defined in this Article or be paid at the time of retirement in accordance with Section 22.12. Years of continuous service shall be determined as of June 30 preceding the accrual year. Years of service accumulated by an officer or employee in one department or division who transfers to another department or division shall count towards continuous service. Employment with the State or any other political subdivision of the State shall count towards continuous service provided the employee is employed by the City within ten (10) years from his or her termination from such other public employer. Purchased service credit shall count towards longevity of service. Each three (3) years served as a part-time office or part-time employee of the City shall count as one (1) year of continuous service for the purpose of the annual conversion program.

ARTICLE 23 FUNERAL LEAVE

23.01 An employee shall be granted time off with pay for the purposes of attending a funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) working days for each death in his immediate family. For the purpose of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, or stepchildren, parents, or step-parents, brother, sister, grandchildren and parents-in-law.

23.02 An employee shall be granted time off with pay in the amount of one (1) workday for the purposes of attending a funeral of the employee's grandparent and step-grandparent.

ARTICLE 24 JURY DUTY

24.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all hours absent

from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer and returns to work as soon as practicable.

ARTICLE 25

HOLIDAYS

25.01 All full-time employees shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
(to be used as a floating
holiday)
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (1/2 day)
Christmas Day
New Year's Eve (1/2 day)
Floating Holidays (4 days)

25.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday and immediately after the holiday, unless specifically excused by the Department Head or the Mayor, or the employee is on an authorized vacation. In the event an employee has been scheduled to work on a holiday as part of his regular shift and does not come to work without an acceptable excuse, he then will lose his holiday pay. An employee on an approved paid extended sick leave for five (5) or more days may be eligible for holiday pay at the discretion of the Department Head.

25.03 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday and a holiday falling on a Saturday shall be observed on the preceding Friday.

25.04 The "floating holiday" may be taken at the discretion of the employee, providing he receives advance approval from his Department Head or the Mayor.

25.05 When an employee works on any of the above holidays or the date on which it is celebrated, he shall receive his regular hourly rate or overtime pay, if applicable, plus his holiday pay.

ARTICLE 26

VACATIONS

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

LENGTH OF SERVICE	ANNUAL VACATION	BI-WEEKLY ACCRUAL
0-4 years of employment	2 weeks	3.08 hours
After completion of 5 years	3 weeks	4.62 hours
After completion of 10 years	4 weeks	6.16 hours
After completion of 15 years	5 weeks	7.70 hours
After completion of 20 years	6 weeks	9.23 hours

26.02 Vacation time shall be taken at a time approved of by the Mayor or Department Head with the most senior employee granted a preference when two (2) or more employees request the same time period.

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

26.04 Any employee who quits or is terminated or retires and has unused vacation time shall receive the prorated portion of any fully earned but unused vacation leave at the time of separation. In the case of death of an employee, the unused vacation leave shall be paid to his estate.

26.05 No employee shall be permitted to accumulate more vacation time that he could earn in two years of continuous employment. Any vacation time accumulated in excess of such limit shall be forfeited if not used by the employee, unless specifically otherwise authorized by the Mayor.

26.06 An employee who has been employed for a length of time so that the employee is eligible for four (4) weeks' vacation or more in anyone (1) year, shall be allowed to accumulate up to one (1) week of vacation each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

26.07 Any 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 said vacation time to his accumulated vacation time with the Employer.

26.08 The parties agree that Middleburg Heights Ordinance No. 1995-41, a copy of which is attached as Exhibit A, is incorporated into this Agreement. The benefits contained in the ordinance must be elected by the employee. For employees who have prior service with the City as a part-time official or part-time employee, each three years served as a part-time official or part-time employee shall count as one year of continuous full-time employment for the purpose of awarding vacation time. This Agreement shall prevail over any specific conflicting provisions of the Ordinance.

26.09 Any employee who has twenty (20) or more years of full-time service with the City of Middleburg Heights shall be permitted to exchange the fifth and/or sixth week of vacation for cash. Any employee wishing to exchange vacation for cash must notify the Service Director prior to the beginning of the year and the amount that would have been paid for vacation will be paid in equal installments over the year.

ARTICLE 27 VACANCIES AND JOB POSTINGS

27.01 When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay. A member of the bargaining unit who applies and has the requisite qualifications for the position, based on seniority, experience, skill, and ability to perform the work in question, will be awarded the position before the Employer hires a non-bargaining unit applicant or applicants.

27.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Department Head by the end of the posting period in order to be considered for the position. All applications which are timely filed will be reviewed by the Employer on the basis of seniority, experience, skill and ability to perform the work in question.

27.03 An employee awarded a higher paying job under this Article shall be paid the probationary rate of pay of the new job for a period of ninety (90) calendar days and shall upon the satisfactory completion of his probationary period, be paid the working rate.

27.04 An employee who is awarded a new job shall be required to satisfactorily complete a ninety (90) calendar day probationary period. If, during this period or at the end of this period, it is determined that the employee cannot satisfactorily perform the new job, he will be reduced to his previously held position at his prior rate of pay.

ARTICLE 28

INSURANCES

28.01 The Employer and the participating employee will share in the payment of premiums of either the individual or family plans as appropriate for the insurance coverage. The insurance coverage is subject to the co-pays and provisions as stated in Appendix B which is attached hereto.

- (a) The employee shall contribute the percentage of the Employer's COBRA rates on a pretax basis as listed in Appendix B.
- (b) Basic insurance coverage will include physical examinations and supplements as prescribed by a medical physician. This does not include over the counter vitamins.
- (c) The plan shall require payment of an annual deductible in accordance with Appendix B, attached.
- (d) Such plan shall continue to include the existing prescription drug rider however, the prescription co-pay shall be ten (\$10.00) dollars for generic drug prescriptions; twenty (\$20.00) dollars for formulary brand name drugs and forty (\$40.00) dollars for name brand prescriptions. Pharmacy filled prescriptions shall have a maximum of thirty (30) days. The City will maintain its mail order service for a ninety (90) day supply for maintenance drug prescriptions. Employees also have the option of receiving maintenance drug prescriptions at Walgreen pharmacies so long as the City maintains such maintenance prescription plan with Walgreen. The mail order plan or Walgreen option for maintenance drug prescriptions is mandatory; and
- (e) The plan shall require a twenty-five (\$25.00) dollar office co-pay for each doctor's office visit (Single or Family).
- (f) The plan shall require a fifteen (\$15.00) dollar co-pay for each visit to a mini clinic that is either operated by a pharmacy, or approved by the Plan Administrator.
- (g) The plan shall require a fifty (\$50.00) dollar co-pay for each emergency room visit. The emergency room co-pay will be waived if admitted to the hospital during the visit.
- (h) Health insurance shall not include payment for abortions for eligible employees or dependents and all prior coverage is hereby eliminated. The health insurance plan shall pay for oral contraceptives.
- (i) Employees who are eligible for health care may "opt-out" at their election, and shall receive payment of one hundred (\$100) dollars per month for a family plan and fifty (\$50.00) dollars per month for a single plan opt-out benefit. The City will implement this provision subsequent to the execution of the CBA.

- (j) The parties agree that the health insurance plan shall include a fifty (\$50.00) dollar penalty (precertification penalty) in the event an employee fails to precertify for surgery or a hospital stay under the health plan.

- (k) The City will continue its “cafeteria plan.” (a.k.a. Section 125 Plan)

28.02 The Employer shall provide a fifty thousand (\$50,000.00) dollar life insurance policy for employees.

ARTICLE 29

WAGE RATES

29.01 Effective January 1, 2023, all employees shall receive a 3.0% wage increase in accordance with the following salary schedule:

Job Title	Probationary Period	Work Rate
Laborer	\$ 28.28	\$ 29.44
Service Specialist (fka Truck Driver)	\$ 28.94	\$ 30.11
Equipment Operator	\$ 31.47	\$ 32.29
Assistant Mechanic	\$ 32.27	\$ 34.04
Mechanic	\$ 34.35	\$ 36.47
Lead Mechanic		\$ 37.14
Animal Control Officer	\$ 32.11	\$ 32.29
Assistant Animal Control Officer	\$ 30.48	\$ 31.20
Lead Sign Technician	\$ 32.15	\$ 33.07
Building Maintenance Specialist	\$ 29.93	\$ 31.03
Building Maintenance II	\$ 31.42	\$ 32.51
Arborist	\$ 31.47	\$ 32.29

29.02 Effective January 1, 2024, all employees shall receive a 3.0% wage increase in accordance with the following salary schedule:

Job Title	Probationary Period	Work Rate
Laborer	\$ 29.13	\$ 30.32
Service Specialist (fka Truck Driver)	\$ 29.81	\$ 31.01
Equipment Operator	\$ 32.41	\$ 33.26
Assistant Mechanic	\$ 33.24	\$ 35.06
Mechanic	\$35.38	\$ 37.56
Lead Mechanic		\$ 38.25
Animal Control Officer	\$33.07	\$ 33.26
Assistant Animal Control Officer	\$31.39	\$ 32.14

Lead Sign Technician	\$33.11	\$ 34.06
Building Maintenance Specialist	\$30.83	\$ 31.96
Building Maintenance II	\$32.36	\$ 33.49
Arborist	\$32.41	\$ 33.26

29.03 Effective January 1, 2025, all employees shall receive a 3.0% wage increase in accordance with the following salary schedule:

Job Title	Probationary Period	Work Rate
Laborer	\$ 30.00	\$ 31.23
Service Specialist (fka Truck Driver)	\$ 30.70	\$ 31.94
Equipment Operator	\$33.38	\$34.26
Assistant Mechanic	\$34.24	\$36.11
Mechanic	\$36.44	\$38.69
Lead Mechanic		\$ 39.40
Animal Control Officer	\$34.06	\$34.26
Assistant Animal Control Officer	\$32.33	\$ 33.10
Lead Sign Technician	\$34.10	\$35.08
Building Maintenance Specialist	\$31.75	\$ 32.92
Building Maintenance II	\$33.33	\$ 34.49
Arborist	\$33.38	\$34.26

29.04 Laborers with five (5) or more completed years of service shall be paid at the Service Specialist work rate.

29.05 All employees while serving a probationary period shall be paid the probationary rate as provided in the salary schedule. Upon the satisfactory completion of his probationary period, he shall be paid the working rate as provided for in his job title.

29.06 All employees shall be paid their bi-weekly paycheck through direct deposit at a financial institution of the employee's choice. Employees must notify the Employer within thirty (30) days after hire of the selection of such financial institution. In the event no selection is identified, the Employer shall institute an employee direct deposit at a financial institution of its choosing. Each pay period will cover two weeks, beginning with Saturday and ending on Friday. Pay for the pay period will normally be issued to each employee on the Friday following the pay period.

29.07 The Employer shall have the right to institute a record-keeping and payroll system of its choosing.

ARTICLE 30

PENSIONS

30.01 The Employer shall maintain a "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Public Employees Retirement System ("PERS") prior to calculating withholding taxes, upon approval of the I.R.S. and/or P.E.R.S. Such tax saving pension plan shall be the "salary reduction" method.

30.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the PERS calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this Agreement. The Employer's contribution to the PERS will be calculated on the full salary of members before the "pick up" is deducted from gross salary.

ARTICLE 31

LONGEVITY

31.01 All employees shall receive longevity payments commencing upon the completion of five (5) years of continuous full-time employment with the City of Middleburg Heights in the amount of three hundred seventy-five (\$375.00) dollars, which shall be increased by seventy-five (\$75.00) dollars for each succeeding year of employment. For employees who have prior service with the City as a part-time official or part-time employee, each three years served as a part-time official or part-time employee shall count as one year of continuous full-time employment for the purpose of awarding longevity payments.

31.02 Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service in the first regular pay period in December of each year. All longevity payments shall be by direct deposit.

31.03 If, because of leave without pay, employment separation or break in continuous service, an employee does not work a full year, the amount payable shall be prorated to correspond to the actual length of service during the current year and be paid immediately upon termination.

ARTICLE 32

LABOR-MANAGEMENT COMMITTEE

32.01 A Labor-Management Committee shall be created consisting of not more than two (2) Union members and not more than two (2) Employer representatives to meet and discuss appropriate subjects of mutual concern. Such meetings shall be on a quarterly basis unless either party requests a meeting of the Committee. Dates and times of such meetings shall be mutually agreed upon.

ARTICLE 33

OVERTIME PAY

33.01 All employees when performing assigned overtime work will be entitled to receive pay at

the rate of one and one-half (1 ½) times their regular hourly rate for all hours actually worked in excess of eight (8) hours in any day or forty (40) hours in any week. Employees shall be able to accrue compensatory time up to one hundred sixty (160) hours in lieu of cash overtime payments. There shall be no pyramiding of overtime payments.

33.02 Employees use of compensatory time is limited to one hundred and four (104) hours per calendar year. Compensatory time may not be taken without prior approval of the Service Director or his designee.

33.03 For the purposes of computing overtime pay, holidays and vacation time shall be counted as time actually worked. The City will include longevity pay for inclusion of the calculation of the overtime rate.

33.04 All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provisions of this Article. In the event an employee works on a holiday, he shall receive his regular hourly rate or overtime pay, if applicable, plus his holiday pay.

33.05 Any employee who is recalled to work after leaving work or on a day when he is not scheduled to work shall be given a minimum of two (2) hours work or two (2) hours pay at his regular hourly rate, providing that the time worked or paid for does not abut the employee's work day.

33.06 Any employee who maintains twenty (20) or more hours of compensatory time may convert all unused compensatory hours into cash by electing to do so in May or October of each year. The conversion must be requested in writing on a form designated by the Finance Department. Payment of such time will be made within thirty (30) days after the request is received. Employees must convert compensatory time in full hours.

33.07 Compensatory time shall be pensionable only as permitted by the Ohio Public Employees Retirement System (PERS).

ARTICLE 34 EQUALIZATION OF OVERTIME

34.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the Employer.

34.02 A record of the overtime hours worked by each employee shall be posted on a list for all employees to see as soon as practical after the employee has worked the overtime hours. An employee who is offered overtime work and for any reason is unavailable, refuses or fails to work the overtime shall for the purposes of overtime equalization, be credited with the overtime hours as if he had worked the hours.

34.03 If an insufficient number of employees are available for overtime work or the employees available for the overtime work are, at the Employer's sole discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals

it determines are necessary to adequately and efficiently perform the work.

ARTICLE 35 SHIFT PREFERENCE

35.01 Prior to the assignment of employees to shifts other than the day shift, the Employer will allow interested employees to volunteer for the shift of their choice. The Employer shall consider the requests of those employees who have requested certain shifts. However, such consideration shall not require the Employer to appoint any specific individual(s) to any specific shift and the Employer is free to appoint those individuals it deems most adequately fits its needs on any shift. The Employer shall attempt to have at least two (2) employees scheduled for each shift.

ARTICLE 36 UNIFORMS AND FOUL WEATHER GEAR

36.01 The Employer will continue to supply uniforms with a seasonal change to those employees receiving such uniforms, along with buying work gloves for all employees needing such gloves and shall replace them upon the surrender of the worn-out pair.

36.02 The Employer will provide each employee with a raincoat with a hood or a rain hat, rain pants, rubber boots and replacements due to normal use, providing the employee signs for the raincoat(s) and rubber boots and pays the replacements costs for any raincoat not returned when requested by the Employer.

36.03 The Employer will pay an eight hundred (\$800.00) dollar uniform allowance to each employee on June 1st of each year, providing the employee is employed by the Employer at that time.

36.04 The Employer will pay a four hundred twenty-five (\$425.00) dollar tool allowance to each Assistant Mechanic and Mechanic by January 31st of each year, providing the employee is employed by the Employer at that time.

ARTICLE 37 BARGAINING UNIT WORK AND SAFETY

37.01 Supervisory employees may perform bargaining unit work, providing that such work shall not result in the lay-off of any present employee. The use of summer workers and regular part-time employees will not act to cause the lay-off of any present employee nor will summer workers and regular part-time employees be routinely scheduled to work overtime that is normally given employees.

37.02 A Safety Committee consisting of the Service Director and his appointee and two (2) Union members shall confer quarterly, if necessary, to maintain safe working conditions for employees. If conditions warrant, at the Service Director's discretion, meetings may be held more frequently if requested by either party. The time of the meetings shall be set by the Service Director.

ARTICLE 38

UNION DENTAL PLAN

38.01 Upon execution of this agreement, the City shall contribute thirty-five (\$35.00) dollars per month to the Union for each employee who is covered by this agreement for the purpose of providing Dental benefits.

38.02 The union's dental plan shall be the primary dental plan, and the City's plan shall be secondary.

38.03 The Employer shall continue to provide secondary dental coverage for each employee and his family, which coverage shall provide for the payment of eighty (80%) percent of the costs of oral examinations, teeth cleaning, fluoride applications, space maintainers, emergency office visits, x-rays, fillings, anesthetics, antibiotics, extractions, oral surgery, repair of prosthetic appliances, replacement of damaged appliances. Such dental coverage shall include payment of fifty (50%) percent of the employee and employee's family costs of reconstructive procedures (e.g., caps, crowns, root canals, dentures, partials and bridges).

38.04 The Union dental plan does not limit the Employee's entitlement to other coverages as may be provided for in Article 28, respecting health benefits.

ARTICLE 39

COMMERCIAL DRIVER'S LICENSE

39.01 The Employer shall pay the cost of the initial commercial driver's license and renewal costs for both class A and B licenses and for any initial testing necessary to obtain it for all employees required to obtain the license to perform their duties. The Employer shall pay the difference between the cost of a CDL and an operator's license in cases of CDL renewal. Employees hired by the City shall obtain their commercial driver's license within six months of being employed by the City. Failure to obtain a commercial driver's license within six months employment shall be grounds for termination.

39.02 In the event an employee loses his CDL or is not successful in passing the CDL examination, the Employer shall place the employee into another available job he is capable of performing, if another job is available, at the new job's regular wage rate. Such placement shall supersede lateral transfers, the posting procedure and work week or shift preference transfers.

39.03 If no job is available, the employee shall be laid off with no bumping rights for a period of six (6) months in order for the employee to obtain his CDL. Upon obtaining the CDL, the employee shall be returned to his previous job. In the event the employee does not obtain his CDL within six (6) months of layoff, he shall be automatically discharged with no appeal through the grievance or arbitration procedure.

39.04 Employees required to take the driving portion of the CDL examination may be permitted to use a City vehicle for that examination, at the Department Head's discretion.

39.05 Employees who acquire and maintain a Class A CDL, and submit proof thereof to the Employer, will be compensated an additional three hundred fifty (\$350.00) dollars to be paid in the first regular pay period in December.

39.06 Employees who acquire and maintain a Class B CDL, and submit proof thereof to the Employer, will be compensated an additional two hundred fifty (\$250.00) dollars to be paid in the first regular pay period in December.

ARTICLE 40 GENDER AND PLURAL

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

ARTICLE 41 HEADINGS

41.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of said article or section or effect any interpretation of any article or section.

ARTICLE 42 OBLIGATION TO NEGOTIATE

42.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

42.02 Therefore, for the life of this Agreement, the Employer and the Union 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, 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.

42.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 43 TOTAL AGREEMENT

43.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently In effect may be modified or discontinued by the Employer upon notification to the Union.

ARTICLE 44

CONFORMITY TO LAW

44.01 This Agreement shall be subject to any applicable and present and future Federal, State Laws, and the invalidity of any provisions of this Agreement by reason of any such applicable existing or future law shall not affect the validity of the surviving provisions.

44.02 If the determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

44.03 In the event of a determination pursuant to paragraphs 44.01 and 44.02 above, the Employer and the Union shall meet within thirty (30) days for the purposes of negotiating a lawful alternative provision for only such affected provision(s).

ARTICLE 45

DISCIPLINARY PROCEDURE

45.01 This procedure shall apply to all non-probationary employees covered by this Agreement. As this Article applies to the Animal Control Officer and Assistant Animal Control Officer, all references in this Article to the position of Service Director shall mean Chief of Police for the Animal Control Officer and Assistant Animal Control Officer.

45.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

45.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

45.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local union president and steward.

45.05 Where the Service Director seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, with a copy to the local union president and steward.

45.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or**
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or**
- 3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or**
- 4. the penalty is imposed after the decision of the Mayor or his designee.**

45.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

- 1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;**
- 2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;**
- 3. the employee is entitled to representation at every step of the proceeding;**

45.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 45.12, until the matter is settled or the arbitrator renders a determination.

45.09 The following administrative procedures shall apply to disciplinary actions:

- A. The Service Director and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Service Director shall hold an informal meeting with the employee and his representative for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that he is entitled to representation by the Union.**
- B. If a mutually agreeable settlement is not reached at this informal meeting the Service Director will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and steward. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.**
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Mayor, pursuant to**

45.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

45.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3. An employee who is suspended without pay shall continue to receive health insurance coverage as set forth in this Agreement. An employee who is discharged after the decision of the Mayor or designee shall not receive insurance coverage but may be eligible to purchase such insurance through the COBRA provisions.

ARTICLE 46 GRIEVANCE PROCEDURE

46.02 For the purpose of this procedure, the below listed terms are defined as follows:

- 46.03 The following procedures shall apply to the administration of all grievances filed under this Grievance and Arbitration Procedure.**

- a) Except at Step 1, all grievances if possible shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the Union and to aggrieved party if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during the time provided in Article 9.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without consulting the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.
- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall be foreclosed from any further action on such grievance under this procedure.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

46.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall present it in writing to the employee's supervisor within five (5) days of the occurrence of the facts giving rise to the alleged grievance. The supervisor shall meet with the employee within five (5) days of the rendering of the grievance and shall give his answer within five (5) days of the meeting to the employee's steward with a copy to the employee.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the employee's Department Head within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decision, if available, shall be submitted with the appeal. The Department Head shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the steward and local union president. The Department Head shall issue a written decision to the local union president and a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions, if available, shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the local union president, a representative from the Union and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the Union representative and local union president with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 47.

Step 4: Grievance Mediation

Section 1: All grievances not settled at Step 3 shall be mediated prior to being referred to arbitration, unless the parties mutually agree that the case should not be mediated. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall request a mediator be provided by the Federal Mediation and Conciliation Service. The cost for mediation shall be shared equally by the parties.

Section 2: Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with parties. No

verbatim record of the proceeding shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

Section 3: If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented in arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceedings. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of the grievance.

ARTICLE 47 ARBITRATION PROCEDURE

47.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the grieving party shall request a list of seven (7) Ohio-based, impartial arbitrators, who are members of the National Academy of Arbitrators, from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. For subsequent arbitrations, the first strike shall alternate between the parties.

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

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

47.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

47.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be paid by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party or the shared expense of the other party.

47.06 The arbitrator's decision and award will be in writing and delivered within thirty (30)

calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

47.07 The aggrieved employee and a Union representative shall not lose any regular straight time pay for time spent while attending scheduled arbitration hearings.

47.08 The Union agrees to indemnify and hold the Employer harmless against any awards for back pay to an employee that may arise out of a determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided herein, providing the Employer is not found to have contributed to the Union's failure to fairly represent the bargaining unit member.

ARTICLE 48

SUBSTANCE TESTING AND ASSISTANCE

48.01 Drug and alcohol screening/testing shall be conducted randomly, upon reasonable suspicion and upon injury to oneself in the line of duty. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party, except in workers' compensation proceedings pursuant to law. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

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

48.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests.

48.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer may have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion

of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

48.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

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

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

ARTICLE 49 FAMILY MEDICAL LEAVE

49.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

49.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time, which are separate banks of accumulated time under this Article.

ARTICLE 50 MISCELLANEOUS

50.01 On any negotiated item which raises a pensionability issue, the parties agree that such economic item shall not be payable until the pensionability is affirmed by the Ohio Public Employees Retirement System.

50.02 The Employer will reimburse all bargaining unit employees the full cost of a single membership at the Middleburg Heights Recreation Center. However, in order to obtain this annual reimbursement, an employee must provide the City written proof from his physician that he completed a routine physical examination within the past twelve (12) months.

50.03 It is understood that the Animal Control Officer and Assistant Animal Control Officer will report to the Chief of Police. The Chief of Police or his designee will have supervisory authority over the Animal Control Officer and the Assistant Animal Control Officer.

ARTICLE 51

DURATION

51.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2023, and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2025. If either party chooses to negotiate a successor contract, a notice to negotiate must be served in accordance with OAC 4117-01-02.

ARTICLE 52

EXECUTION

52.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of December, 2022.

FOR THE UNION:
Local Association
Of Public Service Workers

FOR THE EMPLOYER:
City of Middleburg Heights, OH

Representative for Local
Association of
Public Service Workers

Matthew J. Castelli, Mayor

Representative, Union

Jason Stewart, Finance Director

APPENDIX A

1. Laborer
2. Service Specialist (fka Truck Driver)
3. Equipment Operator
4. Assistant Mechanic
5. Mechanic
6. Lead Mechanic
7. Lead Sign Technician
8. Animal Control Officer
9. Assistant Animal Control Officer
10. Building Maintenance Specialist
11. Building Maintenance Specialist II
12. Arborist

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline

RIGHTS

1. You are entitled to representation by the Union at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING
REASONS: (Optional) _____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

If Suspension: _____ days, (Effective _____ / _____ / _____)
Mo. Day Yr.

If Termination: Effective _____ / _____ / _____
Mo. Day Yr.

STEP 2 SUMMARY

To the Employee and Appointing Authority

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One (1) copy should be retained by the Appointing Authority and one (1) by the Employee and his/her representative, if any.

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed: _____

Effective (Date): _____

Employee Signature

Date

Appointing Authority Signature Date

DISCIPLINARY MATTER NOT SETTLED:

I hereby request a formal grievance be filed at Step ____ of the Grievance Procedure.

Employee Signature

Date

APPENDIX B

Medical/Rx
Plan
Calendar Year Deductible
Single
Family
Coinsurance
Out-of-Pocket Max
Single
Family
Primary Care Physician/Specialist
Inpatient Hospital
Diagnostic Lab & X-ray
Outpatient Surgery
Preventive Office Visits
Emergency Room
Urgent Care
RX Plan
Tier 1
Tier 2
Tier 3
Tier 4
Days Supply
COBRA Rates - (2023 Only)
Single
Medical/Rx
Vision
Dental
Total
Employee Contribution %
Employee Contribution Amount
Family
Medical/Rx
Vision
Dental
Total
Employee Contribution %
Employee Contribution Amount

Medical Mutual of Ohio		
Option 1 - 10% Contribution - 2023-2025		
Southwest	SuperMed PPO	Non-Network
Tier 1	Tier 2	Tier 3
\$100	\$350	\$750
\$200	\$700	\$1,500
100%	100%	70%
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)
\$1,000	\$1,350	\$2,250
\$2,000	\$2,500	\$3,500
\$25/\$25	\$25/\$25	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
\$50 Copay	\$50 Copay	Ded. - 70%
\$25 Copay	\$25 Copay	Ded. - 70%
	Retail	Mail Order
	\$10	\$20
	\$20	\$40
	\$40	\$80
	N/A	N/A
	30 Days	90 Days
	\$ 1,035.49	
	\$ 4.92	
	\$ 41.43	
	\$ 1,081.84	
	10%	
	\$ 108.20	
	\$ 2,578.36	
	\$ 12.33	
	\$ 103.56	
	\$ 2,694.25	
	10%	
	\$ 269.44	

Medical Mutual of Ohio		
Option 2 - 5% Contribution - 2023-2025		
Southwest	SuperMed PPO	Non-Network
Tier 1	Tier 2	Tier 3
\$500	\$1,000	\$1,000
\$1,000	\$2,000	\$2,000
100%	100%	70%
(Includes Deductible)	(Includes Deductible)	(Includes Deductible)
\$2,000	\$3,000	\$4,000
\$3,000	\$4,000	\$5,000
\$25/\$25	\$25/\$25	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
100%	100%	Ded. - 70%
\$50 Copay	\$50 Copay	Ded. - 70%
\$25 Copay	\$25 Copay	Ded. - 70%
Retail		Mail Order
\$10		\$20
\$20		\$40
\$40		\$80
N/A		N/A
30 Days		90 Days
	\$ 1,027.88	
	\$ 4.92	
	\$ 41.43	
	\$ 1,074.23	
	5%	
	\$ 53.74	
	\$ 2,559.42	
	\$ 12.33	
	\$ 103.56	
	\$ 2,675.31	
	5%	
	\$ 133.78	

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022-

Introduced By: Mayor Castelli

AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR CERTAIN MUNICIPAL EMPLOYEES AND OFFICERS AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

- Section 1: A) That effective January 1, 2023 through December 31, 2025, the compensation to be paid bi-weekly to the employees and officers listed therein shall be as shown in the attached 2023, 2024 and 2025 pay ranges schedule and made a part hereof as though fully rewritten herein, marked Exhibit A and Exhibit B.
- a) In addition to the regular compensation of the Fire Chief; the Fire Chief shall be entitled to receive \$1000.00 as and for a uniform allowance each year. Such amount shall be paid directly to the Fire Chief in two installments of one-half of such amount each, the first installment to be paid on June 1st and the second installment to be paid on December 1st of each year.
 - b) In addition to the regular compensation of the Police Chief, the Police Chief shall be entitled to receive \$1200.00 as and for a uniform allowance each year. Such amount shall be paid directly to the Police Chief in accordance with the procedure provided in paragraph (a) of this section.
 - c) In addition to the regular compensation paid to the Director of Law, the Director of Law shall receive such additional compensation as is provided for in Section 131.05 of the Codified Ordinances of the City of Middleburg Heights, Ohio. Payment of the hourly fees shall be considered part of the Directors total compensation pursuant to the duties prescribed by the Middleburg Heights Charter, and therefore, eligible for all PERS benefits.
 - d) Unless specifically authorized by Council, none of the following listed employees or officers shall be entitled to overtime compensation: Fire Chief, Police Chief, Director of Finance, Assistant Director of Finance, Director of Public Services, Director of Law, Assistant Director of Law, Director of Safety, Engineer, Clerk of Council, all full-time exempt Recreation Department employees, Superintendent of Public Service, Foreman, Executive Assistant to the Mayor, Prosecutor, Class I Building Official, Assistant Police Chief, Assistant Fire Chief (except whenever the Assistant Chief is acting as Fire Investigator, he shall be entitled to overtime at the Assistant Chief's rate of pay), Facilities Maintenance Manager, Court Administrator, Director of Economic Development, and Housing Manager.

- e) In addition to the regular compensation of the Assistant Fire Chief, the Assistant Fire Chief shall be entitled to receive \$1000.00 per year as uniform allowance. Such amount shall be paid directly to the employee pursuant to the procedure specified in paragraph (a) of Section 1 above. The Assistant Fire Chief shall also be entitled to the benefits contained in Sections 18.02 and 25.05 of the City's current agreement with the International Association of Fire Fighters, Local 2018, AFL-CIO.
- f) In addition to the regular compensation of the Deputy Chief of Police, the Deputy Chief of Police shall be entitled to receive \$1200.00 per year as uniform allowance. Such amount shall be paid directly to the employee pursuant to the procedure specified in paragraph (a) of Section 1 above.
- g) In addition to the regular compensation, the Superintendent of Public Service, the Foreman, the Facilities Maintenance Manager, the Grounds Maintenance Supervisor and the Streets/Sewer Maintenance Supervisor, shall be entitled to receive \$800.00 per year as uniform allowance. Such amount shall be paid directly to the employee on June 1st, provided that payment shall be made only to employees who are still employed in such capacity by the city on June 1st. Such uniform allowance shall be in addition to the uniforms currently provided by the City.
- h) In addition to the regular compensation of the Grounds Maintenance Supervisor and the Streets/Sewer Maintenance Supervisor, each of those employees who is recalled to work after leaving work or on a day when he or she is not scheduled to work shall be given a minimum of two (2) hours work for two (2) hours pay at his or her regular rate, providing that the time worked or paid does not abut the employee's work day.
- i) In addition to the regular compensation of those Service Department employees whose duties require an Ohio Commercial Driver License shall receive an amount equal to the amount paid to non-management employees required to have CDL's.

Section 2: That each member of any Board or Commission, mandated and as permitted by Charter or Ordinance of the City shall be entitled to receive the sum of \$50.00 for attendance at each regular meeting of the Board or Commission, not to exceed two regular meetings in any calendar month. No compensation shall be paid for a work meeting of any Board or Commission.

Section 3: Employees attending to duties outside the county shall have the option to be reimbursed without necessity of receipts in the amount of \$10.00 for breakfast; \$15.00 for lunch; \$25.00 for dinner, subject to prior approval of the department head or submit detailed receipts as provided in Section 139.11 of the Codified Ordinances of Middleburg Heights.

Section 4: That this Ordinance only applies to the personnel of the City of Middleburg Heights, Ohio who are employees of the City or on authorized leave as of the effective date of this Ordinance. The City of Middleburg Heights shall follow state rules and regulations as it applies to D.R.O.P. (Deferred Retirement Option Plan) for police, fire and other applicable pension systems. Employees may defer their total accumulated benefit payouts until their final separation from employment with the City of Middleburg Heights.

Section 5: It is hereby found and determined that all formal action of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal

requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 6: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Middleburg Heights, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Presented To Mayor: _____

Approved On: _____

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

Mayor

CITY OF MIDDLEBURG HEIGHTS
RECOMMENDED PAY GRADE ASSIGNMENTS
EXHIBIT A

12/3/2019

	Pay Grade
Engineer	55
Law Director	50
Director of Public Safety	41
Police Chief	40
Fire Chief	40
Director of Finance	40
Director of Public Service	40
Director of Recreation	40
Deputy Chief of Police	36
Assistant Finance Director	35
Prosecutor	35
Class I Building Official	35
Assistant Fire Chief	5% above Fire Captain
Executive Assistant to the Mayor	35
Director of Economic Development	35
Facilities Maintenance Manager	33
Superintendent of Public Service	33
Human Resources Manager	32
Foreman	32
Housing Manager	30
Building Inspector	29
Electrical Inspector	29
Clerk of Council	29
Court Administrator	29
Street/Sewer Maintenance Supervisor	28
Grounds Maintenance Supervisor	28
Administrative Assistant - Mayor	28
Program Coordinator	27
Aquatics Coordinator	27
Athletics Coordinator	27
Administrative Coordinator	27
Crew Leader	26
Administrative Assistant - Fire	26
Administrative Assistant - Public Service	26
Building Maintenance Supervisor	26
Housing Inspector	25
Custodial Supervisor	25
Payroll Officer	25
Accountant	25
Legal Secretary	25
Deputy Court Administrator	24
Recreation Facilities Supervisor	24
Office Manager	23
Pool Technician	23
Front Desk Supervisor	23
Senior Services Coordinator	23
Office Specialist - Boards & Commissions	22
Office Specialist - Building	22
Office Specialist - Civil Service	22
Office Specialist - Council	22
Office Specialist - Police	22
Office Specialist - Public Service	22
Office Specialist	22
Custodial Technician	22
Bailiff	21
Clerk Dispatcher	20
Custodian	19
Assistant Program Director	19
Secretary	18
Receptionist	17
Secretary - Floater	16
Part Time Service Laborer	16
Part Time Kennel Assistants	16
Skilled Seasonal Service	12
Police Custodian	12
Senior Bus Driver	11
School Crossing Guard	10
Part Time Custodian	9
Intern	6
Summer Service	4
Recreation Department Part-time Employees	3

CITY OF MIDDLEBURG HEIGHTS
2023 PAY GRADES EXHIBIT B
(3% Increase in 2023)

PAY GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MIDPOINT	MAXIMUM
3	Min. Wage						
4	11.23	11.47	11.74	12.01	12.24	12.47	35.68
5	11.77	12.05	12.34	12.61	12.88	13.09	13.74
6	12.37	12.66	12.95	13.21	13.49	13.76	14.42
7	13.00	13.30	13.58	13.86	14.18	14.44	15.12
8	13.64	13.95	14.27	14.58	14.87	15.15	15.90
9	14.31	14.67	14.99	15.32	15.61	15.94	16.67
10	15.07	15.40	15.73	16.05	16.41	16.72	17.49
11	15.47	15.89	16.28	16.72	17.14	17.54	18.39
12	16.21	16.64	17.10	17.54	18.00	18.41	19.65
13	17.01	17.47	17.94	18.41	18.89	19.33	20.64
14	17.89	18.35	18.83	19.33	19.85	20.30	21.67
15	18.76	19.25	19.80	20.30	20.84	21.32	22.73
16	19.69	20.21	20.78	21.32	21.89	22.40	23.85
17	20.69	21.25	21.83	22.40	22.97	23.53	25.08
18	20.97	21.73	22.47	23.26	23.97	24.68	26.33
19	22.02	22.78	23.62	24.44	25.13	25.94	28.38
20	23.13	23.95	24.77	25.65	26.42	27.23	29.81
21	24.28	25.12	26.02	26.86	27.69	28.58	31.27
22	25.51	26.41	27.31	28.22	29.08	29.99	32.87
23	26.79	27.72	28.68	29.62	30.48	31.51	34.49
24	28.13	29.11	30.11	31.13	32.09	33.07	36.20
25	29.55	30.52	31.63	32.66	33.60	34.74	38.04
26	31.00	32.12	33.17	34.27	35.30	36.48	39.95
27	32.56	33.67	34.86	36.01	37.05	38.29	41.93
28	34.19	35.36	36.61	37.78	38.89	40.19	44.03
29	35.86	37.13	38.42	39.69	40.89	42.21	46.23
30	37.69	39.02	40.38	41.76	42.98	44.32	48.55
31	37.24	39.10	40.97	42.83	44.69	46.55	50.95
32	39.10	41.05	43.05	44.94	46.94	48.87	55.87
33	41.05	43.11	45.18	47.19	49.29	51.30	58.65
34	43.11	45.26	47.41	49.56	51.75	53.85	61.58
35	45.26	47.51	49.81	52.05	54.32	56.55	64.66
36	47.51	49.89	52.30	54.67	57.05	59.43	67.88
37	49.89	52.40	54.91	57.37	59.90	62.34	71.31
38	52.40	55.01	57.67	60.26	62.88	65.49	74.83
39	55.01	57.76	60.51	63.25	66.02	68.76	78.60
40	57.76	60.67	63.55	66.42	69.34	72.21	82.50
41	60.67	63.71	66.74	69.74	72.82	75.81	86.62
42	63.71	66.87	70.07	73.23	76.47	79.61	90.96
43	66.87	70.23	73.56	76.89	80.27	83.59	95.53
44	70.23	73.70	77.28	80.74	84.28	87.76	100.30
45	73.70	77.43	81.13	84.76	88.50	92.14	105.33
46	77.43	81.28	85.17	89.02	92.97	96.77	110.60
47	81.28	85.34	89.46	93.47	97.57	101.59	116.09
48	85.34	89.59	93.91	98.14	102.45	106.68	121.91
49	89.59	94.08	98.62	103.04	107.56	112.01	128.01
50	94.08	98.81	103.52	108.20	112.95	117.62	134.39
51	98.81	103.72	108.71	113.62	118.63	123.50	141.12
52	103.72	108.89	114.14	119.28	124.54	129.68	148.16
53	108.89	114.34	119.86	125.26	130.75	136.17	155.61
54	114.34	120.09	125.85	131.52	137.29	142.94	163.39
55	120.09	126.10	132.14	138.08	144.15	150.10	171.54
							180.14

**CITY OF MIDDLEBURG HEIGHTS
2024 PAY GRADES EXHIBIT B
(3% Increase in 2024)**

PAY GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MIDPOINT	MAXIMUM
3	Min. Wage						36.75
4	11.57	11.81	12.09	12.37	12.61	12.84	14.15
5	12.12	12.41	12.71	12.99	13.27	13.48	14.85
6	12.74	13.04	13.34	13.61	13.89	14.17	15.57
7	13.39	13.70	13.99	14.28	14.61	14.87	16.38
8	14.05	14.37	14.70	15.02	15.32	15.60	17.17
9	14.74	15.11	15.44	15.78	16.08	16.42	18.01
10	15.52	15.86	16.20	16.53	16.90	17.22	18.94
11	15.93	16.37	16.77	17.22	17.65	18.07	20.24
12	16.70	17.14	17.61	18.07	18.54	18.96	21.26
13	17.52	17.99	18.48	18.96	19.46	19.91	22.32
14	18.43	18.90	19.39	19.91	20.45	20.91	23.41
15	19.32	19.83	20.39	20.91	21.47	21.96	24.57
16	20.28	20.82	21.40	21.96	22.55	23.07	25.83
17	21.31	21.89	22.48	23.07	23.66	24.24	27.12
18	21.60	22.38	23.14	23.96	24.69	25.42	29.23
19	22.68	23.46	24.33	25.17	25.88	26.72	30.70
20	23.82	24.67	25.51	26.42	27.21	28.05	32.21
21	25.01	25.87	26.80	27.67	28.52	29.44	33.86
22	26.28	27.20	28.13	29.07	29.95	30.89	35.52
23	27.59	28.55	29.54	30.51	31.39	32.46	37.29
24	28.97	29.98	31.01	32.06	33.05	34.06	39.18
25	30.44	31.44	32.58	33.64	34.61	35.78	41.15
26	31.93	33.08	34.17	35.30	36.36	37.57	43.19
27	33.54	34.68	35.91	37.09	38.16	39.44	45.35
28	35.22	36.42	37.71	38.91	40.06	41.40	47.62
29	36.94	38.24	39.57	40.88	42.12	43.48	50.01
30	38.82	40.19	41.59	43.01	44.27	45.65	52.48
31	38.36	40.27	42.20	44.11	46.03	47.95	57.55
32	40.27	42.28	44.34	46.29	48.35	50.34	60.41
33	42.28	44.40	46.54	48.61	50.77	52.84	63.43
34	44.40	46.62	48.83	51.05	53.30	55.47	66.60
35	46.62	48.94	51.30	53.61	55.95	58.25	69.92
36	48.94	51.39	53.87	56.31	58.76	61.21	73.45
37	51.39	53.97	56.56	59.09	61.70	64.21	77.07
38	53.97	56.66	59.40	62.07	64.77	67.45	80.96
39	56.66	59.49	62.33	65.15	68.00	70.82	84.98
40	59.49	62.49	65.46	68.41	71.42	74.38	89.22
41	62.49	65.62	68.74	71.83	75.00	78.08	93.69
42	65.62	68.88	72.17	75.43	78.76	82.00	98.40
43	68.88	72.34	75.77	79.20	82.68	86.10	103.31
44	72.34	75.91	79.60	83.16	86.81	90.39	108.49
45	75.91	79.75	83.56	87.30	91.16	94.90	113.92
46	79.75	83.72	87.73	91.69	95.76	99.67	119.57
47	83.72	87.90	92.14	96.27	100.50	104.64	125.57
48	87.90	92.28	96.73	101.08	105.52	109.88	131.85
49	92.28	96.90	101.58	106.13	110.79	115.37	138.42
50	96.90	101.77	106.63	111.45	116.34	121.15	145.35
51	101.77	106.83	111.97	117.03	122.19	127.21	152.60
52	106.83	112.16	117.56	122.86	128.28	133.57	160.28
53	112.16	117.77	123.46	129.02	134.67	140.26	168.29
54	117.77	123.69	129.63	135.47	141.41	147.23	176.69
55	123.69	129.88	136.10	142.22	148.47	154.60	185.54

**CITY OF MIDDLEBURG HEIGHTS
2025 PAY GRADES EXHIBIT B
(3% Increase In 2025)**

PAY GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MIDPOINT	MAXIMUM
3	Min. Wage						37.85
4	11.92	12.16	12.45	12.74	12.99	13.23	14.57
5	12.48	12.78	13.09	13.38	13.67	13.88	15.30
6	13.12	13.43	13.74	14.02	14.31	14.60	16.04
7	13.79	14.11	14.41	14.71	15.05	15.32	16.87
8	14.47	14.80	15.14	15.47	15.78	16.07	17.69
9	15.18	15.56	15.90	16.25	16.56	16.91	18.55
10	15.99	16.34	16.69	17.03	17.41	17.74	19.51
11	16.41	16.86	17.27	17.74	18.18	18.61	20.85
12	17.20	17.65	18.14	18.61	19.10	19.53	21.90
13	18.05	18.53	19.03	19.53	20.04	20.51	22.99
14	18.98	19.47	19.97	20.51	21.06	21.54	24.11
15	19.90	20.42	21.00	21.54	22.11	22.62	25.31
16	20.89	21.44	22.04	22.62	23.23	23.76	26.60
17	21.95	22.55	23.15	23.76	24.37	24.97	27.93
18	22.25	23.05	23.83	24.68	25.43	26.18	30.11
19	23.36	24.16	25.06	25.93	26.66	27.52	31.62
20	24.53	25.41	26.28	27.21	28.03	28.89	33.18
21	25.76	26.65	27.60	28.50	29.38	30.32	34.88
22	27.07	28.02	28.97	29.94	30.85	31.82	36.59
23	28.42	29.41	30.43	31.43	32.33	33.43	38.41
24	29.84	30.88	31.94	33.02	34.04	35.08	40.36
25	31.35	32.38	33.56	34.65	35.65	36.85	42.38
26	32.89	34.07	35.20	36.36	37.45	38.70	44.49
27	34.55	35.72	36.99	38.20	39.30	40.62	46.71
28	36.28	37.51	38.84	40.08	41.26	42.64	49.05
29	38.05	39.39	40.76	42.11	43.38	44.78	51.51
30	39.98	41.40	42.84	44.30	45.60	47.02	54.05
31	39.51	41.48	43.47	45.43	47.41	49.39	59.28
32	41.48	43.55	45.67	47.68	49.80	51.85	62.22
33	43.55	45.73	47.94	50.07	52.29	54.43	65.33
34	45.73	48.02	50.29	52.58	54.90	57.13	68.60
35	48.02	50.41	52.84	55.22	57.63	60.00	72.02
36	50.41	52.93	55.49	58.00	60.52	63.05	75.65
37	52.93	55.59	58.26	60.86	63.55	66.14	79.38
38	55.59	58.36	61.18	63.93	66.71	69.47	83.39
39	58.36	61.27	64.20	67.10	70.04	72.94	87.53
40	61.27	64.36	67.42	70.46	73.56	76.61	91.90
41	64.36	67.59	70.80	73.98	77.25	80.42	96.50
42	67.59	70.95	74.34	77.69	81.12	84.46	101.35
43	70.95	74.51	78.04	81.58	85.16	88.68	106.41
44	74.51	78.19	81.99	85.65	89.41	93.10	111.74
45	78.19	82.14	86.07	89.92	93.89	97.75	117.34
46	82.14	86.23	90.36	94.44	98.63	102.66	123.16
47	86.23	90.54	94.90	99.16	103.52	107.78	129.34
48	90.54	95.05	99.63	104.11	108.69	113.18	135.81
49	95.05	99.81	104.63	109.31	114.11	118.83	142.57
50	99.81	104.82	109.83	114.79	119.83	124.78	149.71
51	104.82	110.03	115.33	120.54	125.86	131.03	157.18
52	110.03	115.52	121.09	126.55	132.13	137.58	165.09
53	115.52	121.30	127.16	132.89	138.71	144.47	173.34
54	121.30	127.40	133.52	139.53	145.65	151.65	181.99
55	127.40	133.78	140.18	146.49	152.92	159.24	191.11

City of Middleburg Heights, Ohio

Ordinance No. 2022-_____

Introduced by: Mayor Matthew Castelli

AN ORDINANCE AMENDING SECTION 139.02 "HOLIDAYS" OF THE MIDDLEBURG HEIGHTS CODIFIED ORDINANCES

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO, AS FOLLOWS:

Section 1: That Section 139.02 of the Middleburg Heights Codified Ordinances, "Holidays" is hereby amended as follows:

139.02 HOLIDAYS.

All salaried officers, employees and full-time regular hourly employees of the City, excluding all employees whose job titles are included in a bargaining unit pursuant to a collective bargaining agreement, shall have the following days off with pay: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and one-half day each on Christmas Eve and New Year's Eve. If any of such holidays falls on a Saturday or Sunday, when such holiday is not being observed on the preceding Friday or succeeding Monday, such officer or employee shall receive comparable time off with pay on a date designated by the Mayor or the department or division head.

If any such officer or employee is required to work on any such holiday or is on vacation on such holiday, such officer or employee shall receive comparable time off with pay on a date designated by the Mayor or the department or division head, except that hourly paid employees in the Department of Public Service shall receive either double their regular hourly rate for the time worked on such holidays or comparable time off, to be determined by the Director of Public Service. Refusal on the part of an employee to work on a holiday when requested to do so shall result in a forfeiture of all benefits of holiday pay under this section. Failure of an employee to work on the scheduled work day preceding, and the scheduled work day succeeding, the holiday, unless excused by the Mayor or the department or division head, or unless on vacation, shall result in a forfeiture of all benefits of holiday pay under this section.

All salaried officers, employees and full-time regular hourly employees of the City, excluding all employees whose job titles are included in a bargaining unit pursuant to a collective bargaining agreement, shall, in addition to all other leave benefits, be granted ~~two~~ **four** personal leave days each year which are to be taken within the year earned. Personal days shall only be taken with the advance approval of the employee's department head and when the work staff is at sufficient strength so that the City will not be required to have another employee work for the employee requesting the day off. Unused personal days may be added to the employee's sick leave accumulation, provided that such accumulation is not at the maximum amount allowed.

(Ord. 1985-57. Passed 4-9-85; Ord. 1996-104. Passed 12-10-96.)

Section 2. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this

council, and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

PRESENTED TO MAYOR _____ APPROVED ON: _____

	YEAS	NAYS
BORTOLOTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
GRECH	_____	_____

MAYOR