



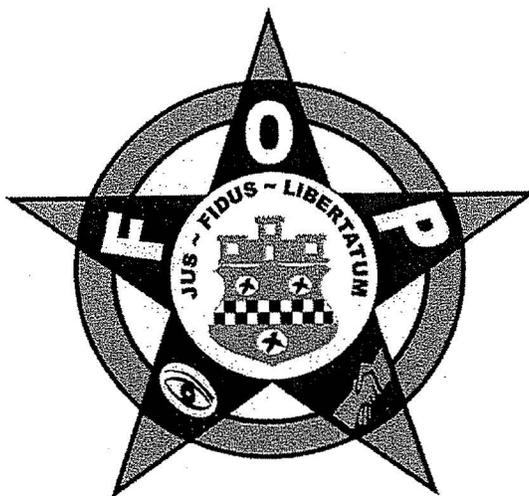
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**AN AGREEMENT**

**BETWEEN**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**AND THE**



**CITY OF NEWTON FALLS**

**(SERGEANT UNIT)**

**EFFECTIVE: JANUARY 1, 2011**  
**EXPIRES: DECEMBER 31, 2013**

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**ARTICLE 1  
AGREEMENT AND PURPOSE**

**Section 1.** This agreement entered into by the City of Newton Falls, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union" or the "FOP" has as its purpose the following:

To comply with the requirement of Chapter 4117 of the Ohio Revised Code as enforced January 1, 2002; and to set forth in its entirety; the full and complete understanding and agreements between the parties. This agreement shall govern the wages, hours, terms and conditions of employment for those employees included in the bargaining unit(s) as defined herein.

**Section 2.** The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

**ARTICLE 2  
RECOGNITION**

**Section 1.** The City of Newton Falls hereby recognizes the Fraternal Order of Police as the sole and exclusive bargaining agent for all full-time Sergeants, excluding the Administrative Sergeant, of the City, for the purpose of collective bargaining on any and all matters relating to wages, hours, terms, and other conditions of employment.

**Section 2.** The Employer and the Union agree not to attempt to erode the bargaining units or the rights of bargaining unit employees.

**ARTICLE 3  
FOP REPRESENTATION**

**Section 1.** The Employer agrees to admit two FOP representatives to the Employer's facilities during the Employer's normal office business hours, for the purpose of processing grievances or attending meetings as permitted herein, with advanced notice to the Employer. Additional representatives may be admitted with prior approval of the Employer.

**Section 2.** The Employer shall recognize up to one local representative and one alternate representative in each unit (Patrol, Rank and Dispatch) for the purpose of processing grievances and other representation duties. Representatives and witnesses whose attendance has been pre-approved by the Employer shall lose no earnings/wages or other compensation as a result of meetings with the Employer or its agents.

**Section 3.** The FOP shall provide to the Employer an official roster of its representatives to include officers, and alternates who have authority to act upon behalf of the FOP, which is to be kept current at all times. No employee shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written notification of that person's selection.

**Section 4.** Generally, the investigation and writing of grievances, by representatives may be done during regular work time, to the extent that it is not excessive and/or abused. However, no overtime will incur or cause, overtime from the writing of grievances. One representative shall be granted reasonable time to write grievances in such circumstances. If grievance hearings or other meetings with Management are scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

**Section 5.** The FOP agrees that no official of the FOP, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees whom are not involved in the FOP business. The FOP further agrees not to conduct FOP regular business during working hours except to the extent authorized herein.

**Section 6.** The FOP may be granted permission to use designated facilities of the Employer's choosing during regular work time for the purpose of holding meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the FOP. Those meetings may not be disruptive of the operation or efficiency of the department as determined by the Chief of Police. The FOP shall be responsible to leave the facilities in the condition it was found prior to use and shall remove any materials brought into the facilities at the end of meeting. No employee working overtime may be given permission to attend an FOP meeting. Meetings may be held at any hour with proper notification to the Employer.

**Section 7.** One employee per bargaining unit may take up to two paid-days off per year to attend FOP Training Conferences.

#### **ARTICLE 4 DUES DEDUCTIONS (FSF)**

**Section 1.** The Employer agrees to deduct FOP membership dues, fees and assessments in accordance with this article for non-probationary members of the bargaining unit who are members of the Union.

**Section 2.** The Employer agrees to deduct regular FOP membership dues from each pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.** Employees hired into a bargaining unit position on or after the signing date of this agreement shall be required, as a condition of employment, to have deducted from his/her pay, either voluntary union dues, or an involuntary "fair share fee", in an amount determined by the

Union and transmitted in writing to the Employer. Such dues or "fair share fee" shall be effective the first pay period following the end of the employee's initial probationary period. Employees who are members of the Union as of the date of this agreement, and who resign Union membership, shall be required to pay a fair share fee.

**Section 4.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees or assessments. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

**Section 5.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP.

**Section 6.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

**Section 7.** The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is agreed that an error was made, it will be corrected at the next pay period by deducting the proper amount.

**Section 8.** The Employer shall turn over dues and fees deducted in accordance with this article to 222 E. Town Street, Columbus, OH 43215, or the individual and address specified in writing by the FOP to the Finance Director of the City. Dues and fees shall be paid within thirty (30) days of being deducted. The City shall enclose a list names and amount deducted from the paychecks of those members of the bargaining unit specified and authorized by the FOP. A copy of the list shall be given to the local Representative designated by the FOP.

**Section 9.** Deductions provided for in this article shall be made during each pay period. In the event a deduction is not made for any FOP member during any particular month, the Employer, upon written verification of the union, will make appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any FOP member.

## ARTICLE 5 NO STRIKE/NO LOCKOUT

**Section 1.** It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

**Section 2.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 of this Article.

**Section 3.** The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interfere with the operations or delivery of services of the Employer by its members during the term of this Agreement.

**Section 4.** In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

## ARTICLE 6 PROBATIONARY PERIOD

**Section 1.** Probationary period for newly hired employees shall be one (1) year, commencing with the employee's first day of work. During the new hire probationary period, the Employer shall conduct an employee performance review after six (6) months of the employee's employment. The Employer may extend the employee's initial probationary period for up to an additional three (3) months if the City believes that additional time is needed to evaluate the employee's suitability and qualifications for the position. The Union shall be notified in writing of any extension.

**Section 2.** All promoted and transferred employees shall serve a one (1) year probationary period. If an employee does not qualify, he/she is to be returned to his/her previous classification/position if it continues to exist, and to any position for which he/she qualifies should the position not exist. Any employee displaced by the return shall be treated as if he/she was placed on layoff.

**Section 3.** New hire probationary removals or reductions are not subject to the grievance procedure. All other contract provisions pertaining to probationary employees may be subject to grievance procedures.

## ARTICLE 7 SENIORITY RIGHTS

**Section 1.** "Seniority" shall be defined as the length of service in the classified service with the Newton Falls Police Department. Any unapproved interruption in service, layoff or termination in excess of thirty-one (31) days shall be deducted from the length of service in determining seniority. Continuous service shall not be considered broken due to absence caused by military, pregnancy, injury, sick and other City approved leaves of absences as allowed by this agreement.

**Section 2.** Seniority is established first by rank and second by aggregate time served in rank. Where conflict occurs because of identical service or date of appointment, the member with the highest score on the promotional list from which appointments were made is deemed to be senior. Except as outlined in Section 4, in situations requiring decision or control where the Officers are equal in rank, the senior Officer will make the decision and exercise control unless otherwise directed by a higher supervisory Officer.

**Section 3.** For vacation purposes, seniority shall be determined by the bargaining unit member's date of service as outlined in Section 2.

**Section 4.** Where a shift exists and is being run by its assigned supervisor, the assigned supervisor shall be in charge of said shift even if there is a senior officer working on an overtime basis, unless the senior officer is of higher rank, at which point the senior Officer would assume command of the shift.

**Section 5.** For shift selection purposes, seniority shall be determined by the bargaining unit member's time in rank. The election of shift preference by seniority shall not result in the creation of vacancies.

**Section 6.** The Employer shall post a seniority list whenever the union requests a new list on the FOP bulletin board showing the continuous service of each bargaining unit member. One (1) copy of the seniority list shall be furnished to the FOP president.

## ARTICLE 8 MANAGEMENT RIGHTS

**Section 1.** The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline and discharge for just cause, lay off and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, and work schedules.

**Section 2.** Unless otherwise specifically agreed to in this Agreement, nothing herein does or shall be interpreted to impair the right and responsibility to:

- A. Determine the overall mission of the employer as a unit of government;

- B. Determine the matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE 9 RIGHTS OF BARGAINING UNIT MEMBERS

**Section 1.** Definitions for the purposes of this Article apply to all parts of the contract unless explicitly defined elsewhere:

1. "Working days" or "work days" mean Monday through Friday excluding weekends and holidays.
2. The term "disciplinary action" means the suspension, demotion, reduction in pay or any other employment benefit, dismissal, transfer, or similar action taken against a Bargaining Unit Member as punishment for misconduct.
3. The term "emergency suspension" means temporary action imposed by the Employer when that official determines that the action is in the best interests of the public.
4. The term "summary punishment" means punishment imposed for a minor violation of an Employer's rules and regulations that does not result in disciplinary action.
5. The term "Employer" means the City of Newton Falls, Ohio.
6. The term "Bargaining Unit Member" or "Member" means those persons as specified by SERB as members of the bargaining unit.

**Section 2.** Political Activity – Except when on duty or acting in an official capacity of the city, no Bargaining Unit Member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in such activity.

**Section 3.** Rights of Bargaining Unit Members While Under Investigation – when a Bargaining Unit Member is under investigation or is subjected to questioning for any reason, the following minimum standards shall apply:

1. Questioning of the Bargaining Unit Member shall be conducted at a reasonable hour, preferably with the Bargaining Unit Member is on duty, unless exigent circumstances otherwise require.
2. Questions of the Bargaining Unit Member shall take place at the offices of those conducting the investigation or the place where such Bargaining Unit Member reports for duty, unless the Member consents in writing to being questioned elsewhere.
3. The Bargaining Unit Member under investigation shall be informed, at the commencement of any questioning, of the name, rank and command of the officer conducting the questioning.
4. During any single period of questioning of the Bargaining Unit Member, all questions shall be asked by or through a single investigator.
5. The Bargaining Unit Member under investigation shall be informed in writing of the nature of the investigation prior to any questioning.
6. Any questioning of a Bargaining Unit Member in connection with an investigation shall be for a reasonable period and shall allow for reasonable periods of rest and personal necessities of the Bargaining Unit Member.
7. No threat against, harassment of, or promise of reward (except an offer of immunity from prosecution) to any Bargaining Unit Member shall be made in connection with an investigation to induce the answering of any question.
8. All questioning of any Bargaining Unit Member in connection with the investigation may be recorded in full in writing or by electronic device at the request of either party, and if requested a copy of the transcript shall be made available to the Member under investigation at no cost.
9. The Bargaining Unit Member under investigation shall be entitled to the presence of a non-employee representative, (or any other one person of the officer's choice), at any questioning of the member, unless the Member consents in writing to being questioned outside the presence of the non-employee representative.
10. At the conclusion of the investigation, the person in charge of the investigation shall inform the Bargaining Unit Member under investigation, in writing, of the investigative finding and any recommendation or disciplinary action that the person intends to make.
11. A Bargaining Unit Member who is brought before a disciplinary hearing shall be provided access to all transcripts, records, written statements, written reports and analyses and video tapes pertinent to the case at no charge that:
  - a. contain exculpatory information
  - b. are intended to support any disciplinary action,
  - c. are to be introduced in the disciplinary hearing

**Section 4.** Opportunity for a Hearing

- a. If an investigation of a Bargaining Unit Member results in a recommendation of disciplinary action, the Employer shall notify the Bargaining Unit Member that the Member is entitled to a hearing on the issues by a hearing officer.
- b. The hearing officer shall be a Department Head official and mutually selected by the parties.
- c. A disciplinary hearing officer shall not have the power to impose disciplinary action against the Bargaining Unit Member that is more severe than the action recommended by the person in charge of the investigation of the Member.

**Section 5.** Summary Punishment and Emergency Suspension

1. This section does not preclude the Employer from providing for summary punishment or emergency suspension for misconduct by a bargaining unit member.
2. An emergency suspension shall not affect or infringe on the health benefits of a bargaining unit member.

**Section 6.** Notice of Disciplinary Action -when disciplinary action is to be taken against a Bargaining Unit Member, the Member shall be notified of the action and the reasons, within a reasonable time before the action takes effect.

**Section 7.** At the time that the Bargaining Unit Member is notified to report for an internal investigation, and upon the Bargaining Unit Member's request, he or she shall be provided an opportunity within a reasonable time frame to contact a Union Associate or non-employee representative for the purpose of representation.

**Section 8.** No polygraph or any other type of mechanical testing examination shall be given for investigative or other any purposes, unless requested by the Bargaining Unit Member being questioned.

**Section 9.** Bargaining Unit Members shall be informed in writing of the nature of the investigation prior to any questions and shall be informed to the extent known at the time, whether the investigation is focused on a criminal or Departmental charge. If the Member requests it, he shall be given brief time prior to any questioning to locate and review any written documents he possesses regarding the events being investigate in order to fully prepare himself to accurately and completely respond to the questioning; an investigating an Officer may accompany the Member during his search and review of such documents.

**Section 10.** A Bargaining Unit Member who is to be question as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his Constitutional Rights in accordance with the law.

**Section 11.** When a Bargaining Unit Member is to be interviewed regarding the investigation of any other Bargaining Unit Member, such interview shall be conducted in accordance with the procedures established in this Article.

**Section 12.** When an anonymous complaint is made against a Bargaining Unit Member on duty and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Bargaining Unit Member shall not be required to give a written report. In addition, the Bargaining Unit Member shall be notified orally or in writing of such claim, however no such complaint or other memorandum shall be placed in the member's personnel, administrative or other file.

**Section 13.** Any signed complaint received concerning alleged misconduct by a Bargaining Unit Member who was off duty when the alleged incident occurred shall be treated the same as any complaint made by a citizen against a Bargaining Unit Member for misconduct while on duty. If criminal charges are involved, the administration may place the Member on either a paid or unpaid leave of absence until such charges are resolved through the court. The determination of which leave, if any, is appropriate is up to the City Manager's discretion.

**Section 14.** Retaliation for Exercising Rights. – there shall be no penalty or threat of penalty against a Bargaining Member for the exercise of the Member's rights under this section.

**Section 15.** Other Remedies Not Impaired –

1. Nothing in this section shall be construed to impair any other legal remedy that a Bargaining Unit Member has with respect to any rights under this section.
2. A Bargaining Unit Member may waive any of the rights guaranteed by this Article.

**Section 16.** Prohibition of Adverse Material in Member's File - The Employer shall not insert any adverse material into the personnel, administrative or any other file of any Bargaining Unit Member unless the Member had an opportunity to review and comment in writing on the adverse material.

**Section 17.** Disclosure of Personal Assets – A Bargaining Unit Member shall not be required or requested to disclose any item of the Member's personal property, income, assets, sources of income, debts, personal or domestic expenditures (including those of any member of the Member's household), unless:

1. The information is necessary in investigating a violation of any federal or state law, with respect to the performance of official duties, or
2. Such disclosure is required by federal or state law.

**ARTICLE 10**  
**RULES AND REGULATIONS**

**Section 1.** The Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

**Section 2.** Copies of written work rules and personnel policies or amendments thereof promulgated following the effective date of this Agreement will be posted and furnished to the Union no less than twenty (20) working days prior to the effective date of such rules, policies and amendments. During the twenty (20) day period, the Union may request a meeting to discuss the work rule, policy, or amendment. It is agreed that work rules, policies or amendments regarding health and safety or work procedures which, in the opinion of the Chief, are not subject to a twenty (20) day posting period.

**Section 3.** No work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement. The Union may grieve the reasonableness and/or the reasonableness of application of any work rule, regulation, policy or procedure. Grievances alleging violation of this article may be filed at Step 2.

**ARTICLE 11**  
**LABOR-MANAGEMENT CONFERENCE**

**Section 1.** In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Such conferences shall not be scheduled more frequently than once each three (3) months unless mutually agreed.

**Section 2.** There shall be no more than one (1) employee representative in attendance at the Labor-Management Conference from each bargaining unit. There shall be no more than two (2) management representatives at the Conference. Both parties can add representatives if mutually agreed. Requests for additional representatives shall not be unreasonably denied.

**Section 3.** The city agrees to furnish the FOP/OLC with a written notice of the Employer's changes in Police Department rules, regulations or policies and procedures that would affect the working condition of the bargaining unit members or equipment. If the FOP/OLC does not respond in writing within fifteen (15) working days of the date of receipt of such written notice, the FOP/OLC will waive its' right to meet and confer on the changes.

## ARTICLE 12 SAFETY COMMITTEE

**Section 1.** The Safety Committee will meet whenever either the City or FOP requests for the purpose of resolving safety issues. The committee will consist of no more than three members of management, and one FOP member representing all FOP bargaining units.

**Section 2.** Occupational safety and health is a mutual concern of the FOP and the Employer. The FOP will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of the law enforcement industry. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

**Section 3.** The Employer and the FOP shall comply with all applicable Federal and State laws, rules, and regulation with regard to safety.

**Section 4.** All Bargaining Unit Members are responsible to report, in writing, all unsafe conditions relating to Police Operations to the Chief of Police. No Bargaining Unit Member shall be subject to any disciplinary action for such reporting.

**Section 5.** If the unsafe condition remains uncorrected after five (5) working days that the Employer becomes aware of the unsafe condition, it may be subject to the Grievance and Arbitration procedure of this Agreement.

**Section 6.** The Employer shall not instruct any Bargaining Unit Member to operate any equipment that anyone in the exercise of ordinary care would reasonably know might cause injury. However, if the Officer-in-Charge at the time concludes that the equipment is not unsafe, the employee shall operate the equipment. Said officer's decision is subject to the Grievance and Arbitration procedure.

**Section 7.** The FOP recognizes the right of the Employer to establish and change safety rules. Any new or changed rules will be communicated to the Labor Management Committee.

**Section 8.** All Bargaining Unit Members of the Safety Committee will be compensated at their regular rate of pay while attending Safety Committee meetings on a no loss, no gain basis.

## ARTICLE 13 DISCIPLINE

**Section 1.** The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action are:

- A. Written warning;
- B. Written reprimand;

- C. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension; record of suspension will be maintained);
- D. Reduction in Rank
- E. Discharge

**Section 2.** Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. At least twenty-four (24) hours prior to the conference, the employee shall be given written specifications of the charges. Such written specification shall be issued no later than thirty (30) days after the employer has all the information necessary to file charges. Disciplinary conferences shall be completed within ten (10) working days from presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within fifteen (15) working days of the receipt of the conference administrator's response. Disciplinary conferences will be conducted by a conference administrator selected by the Employer. The employee may choose to: 1) appear at the hearing to present oral or written statements in his defense; or 2) appear at the hearing and have one (1) chosen representative present oral or written statements in defense of the employee; or, 3) elect in writing to waive the opportunity to have a disciplinary conference. The employee may be accompanied by one local union representative and one staff representative at the conference.

At the disciplinary conference, the employee or his representative will have the opportunity to respond to the allegations of misconduct which were outlined to the employee. At the conference, the employee may present any testimony, witnesses, or documents, which explain whether or not the alleged misconduct occurred. The employee may be represented by any person he/she chooses.

A written report will be prepared by the conference administrator giving his/her opinion whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the conference administrator's report will be provided to the employee within three (3) working days following its preparation.

**Section 3.** Disciplinary action may be appealed through the grievance and arbitration procedure.

**Section 4.** No disciplinary action shall be taken against a member of the bargaining unit solely on the basis of an anonymous complaint.

**Section 5.** The employer agrees that all disciplinary procedures shall be conducted in private and in a business-like manner.

**Section 6.** At the employee's request, he/she shall have the presence of a local Union representative and staff representative during a disciplinary action, investigation, or interview of the employee that the employee reasonably believes will result in disciplinary action. It is the employee's

responsibility to contact his/her union representative. Investigation or interviews will not be delayed more than one (1) working day by the absence of a union representative.

**Section 7.** Where the Employer conducts a formal investigatory interview of a member of the bargaining unit, and where the employee believes that the interview may result in criminal charges, he/she may have an attorney of his/her choosing available for consultation during such interview. Where the Employer believes that the investigatory interview will likely result in criminal charges, the Employer will so notify the employee, and notify him/her that he/she has the right to have an attorney of his/her choosing available for consultation during such interview.

**Section 8.** An employee may be placed on paid administrative leave while the City investigates incidents that could lead to discriminatory action. Said employee will not lose pay, fringe benefits, or seniority while on paid leave. Administrative leave with pay shall not be considered a disciplinary measure. Administrative leave shall be determined at the discretion of the City Manager.

**Section 9.** If there is found in a court of law to have been no criminal or civil wrongdoing of any kind by the employee then the City will not take discipline action. However, if there is any wrongdoing of any kind found then the City retains the right to incorporate disciplinary measure up to and including termination, if warranted by the action(s).

**Section 10.** Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary action taken during the same time period. The parties understand that the City of Newton Falls must maintain public records including personnel information for an indefinite period. However the following information will be removed from the personnel file accordingly and placed in a separate file not to be used for disciplinary purposes, only for purpose of public record retention. Any record not specifically mentioned will be retained in the personnel file indefinitely:

Written warning or Written Reprimand	12 months
Suspension of three (3) or less days	18 months
Suspension of more than three (3) days	24 months

## ARTICLE 14 GRIEVANCE PROCEDURE

**Section 1.** The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings or misinterpretations that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement.

**Section 3.** A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one (1) member selected by such group will process the grievance.

**Section 4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

A grievance may be filed at the step where the decision by Management being grieved has been made.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the City's answer at the last completed step. Any grievance not answered by the City within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure; however, the City shall not establish a practice of not answering grievances.

**Section 5.** The written grievance shall be submitted on the grievance form attached as Appendix A, and shall contain the following information:

1. Aggrieved employee's name;
2. Date and time of incident giving rise to grievance;
3. Date and time grievance was first discussed;
4. Date grievance was filed in writing at Step 1;
5. A statement as to the specific Articles and Sections of the Agreement violated;
6. A brief statement of the facts involved in the grievance;
7. The remedy requested to resolve the grievance.

**Section 6.** The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays or holidays specified in this agreement.

**Section 7.** Each grievance shall be processed in the following manner:

### **INFORMAL STEP**

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the employee's Immediate Supervisor. The Immediate Supervisor shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the Immediate Supervisor, the employee shall within five (5) working days reduce the grievance to writing on the agreed form and submit at Step 1. In no event will a grievance be filed more than thirty (30) days after the incident occurred, unless discipline is promulgated after the thirty (30) day period. In which case, a grievance may be filed up to five (5) days from the issuance of that disciplinary action.

### **STEP 1 - IMMEDIATE SUPERVISOR**

The Immediate Supervisor, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Immediate Supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The Immediate Supervisor shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the Immediate Supervisor, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

### **STEP 2 - CHIEF**

The Chief, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Chief shall make a complete and thorough investigation of all allegations contained in the grievance. The Chief shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the Chief, the employee may, within five (5) working days, pursue the grievance to Step 3 of the procedure.

### **STEP 3 - CITY MANAGER**

The City Manager, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the City Manager shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the City Manager shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the City Manager, the employee may, within five (5) working days, pursue the grievance to Step 4 of the procedure.

### **STEP 4 - ARBITRATION**

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) local arbitrators within ten (10) days of the date of receipt of the answer at Step 3, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures

relative to the hearing shall be in accordance with the rules and regulations of the FMCS. By mutual agreement, the parties may proceed to expedited arbitration in accordance with the rules of the FMCS.

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, or one (1) year prior to the date of the grievance, whichever is sooner.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. The costs of the Arbitrator shall be paid for equally by the parties.

**Section 8.** Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

**Section 9.** A grievant may have one (1) employee Union Representative accompany him/her in at Step 1 of the procedure. A grievant may have one employee Union Representative in addition to any non-employee Union representative(s) accompany him/her at Steps 2, 3 and 4. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer at any step of the grievance procedure.

**Section 10.** Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 4, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to arbitration.

## ARTICLE 15 LAYOFFS

**Section 1.** If a lay off becomes necessary due to lack of funds, all part-time employees of the Department shall be laid off first. Then, if there is still a need due to lack of funds, Bargaining Unit members shall be laid off in order of seniority, with the most junior officer to be laid off first, and a recall shall be made in the inverse order of seniority, with the most senior first to be recalled. If a lay off should become necessary, the Employer shall pay the employees being laid off the following: (1) Regular and overtime pay due; (2) Compensatory time due; (3) Accrued but unused vacation time.

**Section 2.** Employees on lay off shall be offered part-time work in the classification from which they had been laid off.

**Section 3.** A bargaining unit member who is laid off shall be subject to recall for the lesser of (1) his/her length of service as a full-time employee at the time of layoff, or (2) A period of eighteen (18) months. Upon recall, recertification if necessary shall be paid by the City.

**Section 4.** Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 5.** The recalled employee shall have up to ten (10) working days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the ten (10) working days. In the event of extenuating circumstances such as illness, injury of other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) calendar days. In the event such illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be by-passed for recall, but shall remain on the recall list. Complications of employment other than that with the Employer or absence from the City shall not be considered "extenuating circumstances" or "good cause".

**Section 6.** The Employer shall not promote or hire into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

## ARTICLE 16 HOURS OF WORK

**Section 1.** A workweek shall be defined as seven (7) calendar days Sunday through Saturday. Shifts may be assigned within the workweek at the discretion of management, based on operational needs.

**Section 2.** The regular workweek shall consist of a total of forty (40) hours, inclusive of mealtime, with two (2) days scheduled for day(s) off. A regular work day shall be eight (8) hours within a twenty-four (24) hour period. An employee whom because of a regular shift change is scheduled to return to duty within a twenty-four (24) hour period shall not be eligible for overtime for the "double-back" period.

**Section 3.** Schedules shall be posted in the work location a minimum of three (3) weeks in advance of the effective date.

## ARTICLE 17 OVERTIME

**Section 1.** The Employer may schedule or order bargaining unit personnel to work overtime in excess of the regularly scheduled workday when departmental or operational needs require.

**Section 2.** Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in one week, and/or eight hours in the normally scheduled workday. The overtime pay rate shall be one and one-half (1.5) of the employee's base hourly pay rate. "Hours worked" shall include, all hours in a paid status. Sick leave time will be included, provided the employee does not exceed five (5) sick leave occurrences in a calendar year. At the sixth (6<sup>th</sup>) occurrence, the Police Chief shall the discretion to include or exclude sick leave from the "Hours worked" for the overtime calculation. Only one (1) premium applies to any one (1) time period, i.e., there is no pyramiding of hours. Overtime compensation will be based upon the employee's hourly rate of pay plus any applicable pay supplements.

**Section 3.** The Employer shall distribute overtime based upon seniority, and in consideration of special skills, details, and/or needs of the Department. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting.

**Section 4.** A full-time sergeant, patrol officer or full-time dispatcher shall be given the first opportunity to work the first three days of any absence within their classification due to sick leave of another employee. Any additional detail shall first be offered to full-time sergeant, patrol officer or full-time dispatchers, except for emergencies.

The Chief of Police may request that a Police Officer or a Police Dispatcher shall continue working his/her shift beyond the scheduled hours of work without said request being considered an additional detail. The request shall be restricted to situations where the Police chief does not have prior knowledge of need, so that the schedule can be changed.

**Section 5.** Should the Chief or his designee deem overtime to be necessary, and an insufficient number of personnel volunteer to work the overtime, the Chief may order overtime to be worked in the classification(s) he determines to be necessary by contacting employees in reverse order of seniority until a sufficient number of employees are contacted and appear for duty.

**Section 6.** An employee may notify the supervisor at the time the overtime is assigned that he/she wished compensatory time off at one and one-half hours per hour worked in lieu of cash. Compensatory time may accrue up to sixty (60) hours. No employee may have more than sixty (60) hours to his/her credit at any time. Upon reaching sixty (60) hours of compensatory time, all subsequent overtime will be compensated in the form of wages. If the use of comp time is requested at least seventy-two (72) hours in advance, such time will not be unreasonably denied. The employer or

employee may cash out any and all unscheduled compensatory time of employees at any time by providing two (2) weeks notice. Cash-out of compensatory time is at the rate currently being paid to the employee.

**Section 7.** Call In Pay - A call in is defined as being recalled to work after an employee has completed the regular workday and has left the department. Pay for call ins shall be minimum of three (3) hours at one and one half (1.5x) times the regular hourly rate. Call in pay shall not apply if the employee who is called to work within two (2) hours of the start of the employee's scheduled shift. In this case, the employee will receive the regular overtime rate.

## ARTICLE 18 HOLIDAYS/PERSONAL TIME

**Section 1.** Regular full-time employees receive the following ten (10) paid holidays:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Easter	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day*	Christmas Day
Veteran's Day	Five (5) Personal Days

**Section 2.** Holidays shall be observed on the actual calendar day the holiday falls, without regard to the day on which the legal holiday falls.

**Section 3.** Employees may not convert holiday time or personal time to cash, nor may holiday or personal time be carried over from one year to the next.

**Section 4.** An employee who is required to work on a holiday specified herein shall receive one and one-half times his/her hourly rate for all hours worked on the holiday. \*On Independence Day only, an employee working any hours between 12:00 a.m. July 4<sup>th</sup> and 11:59 p.m. July 4<sup>th</sup> may earned double time and a half for up to seventeen hours of actual time worked on July 4<sup>th</sup>. Any hours worked after seventeen (17) hours (up to seven (7) additional hours), on the actual July 4<sup>th</sup> day during the hours stated above, will earn three (3) times the regular rate for all hours over seventeen (17) actually worked on July 4<sup>th</sup>.

**Section 5.** If a holiday falls during a scheduled vacation it shall not be counted as a day of vacation. Holidays falling during an employee's sick leave shall not be counted as a day of sick leave.

**Section 6.** Time off granted in this article must have had prior approval from the employee's supervisor in order for the employee to be paid for such time. In addition, in order to qualify for holiday pay, the employee must have worked the employee's full scheduled workday immediately before and after the holiday, except in the case of an employee on vacation, paid sick leave, holidays, comp. time, or personal time.

## ARTICLE 19 VACATIONS

**Section 1.** Full-time employees regularly scheduled to work forty (40) hours each week will earn vacation benefits as follows:

<u>Years of Service with the City</u>	<u>Vacation days</u>
After completion of one (1) year	Eighty (80) hours
After completion of five (5) years	One hundred twenty (120) hours
After completion of ten (10) years	One hundred sixty (160) hours
After completion of fifteen (15) years	Two hundred (200) hours
After completion of twenty (20) years	Two hundred forty (240) hours

Regular full-time employee must complete one (1) full year of continuous service since the last date of hire with the City before becoming eligible for vacation. An employee leaving employment prior to completing one (1) year as a full time employee will receive no vacation benefit.

On the first anniversary of employment, an employee is credited with pro rata vacation calculated from the one (1) year anniversary date until the next anniversary date. On their anniversary date of each succeeding year, an employee is credited with the vacation to which he/she is entitled. If an employee leaves the employment of the City for any reason before his anniversary date, his vacation time will be pro-rated.

**Section 2.** The employee must specify the vacation period he/she desires for that calendar year. Vacation schedules will be established, with due regard to seniority, and in such a manner that the efficiency of the department is not diminished and that overtime costs are minimized. Whenever two (2) or more members of a bargaining unit request the same dates sixty (60) or more days in advance, the employee with the greatest department seniority shall be given preference. Whenever two (2) or more members of a bargaining unit request the same dates less than sixty (60) days in advance, days shall be awarded on a "first-come, first-serve" basis.

**Section 3.** The vacation year is defined as January 1 through December 31. An employee must express a vacation preference to the Chief or his designee as soon as practicable after January 1 for vacations to be taken during that calendar year.

**Section 4.** The employee must take vacation leave during the year in which it is earned. However, employees may carry over or cash out vacation providing he/she has utilized at least eighty (80) hours of actual vacation time during that calendar year. In addition he/she may then only cash out or carry over half of the hours earned over eighty, up to a maximum of forty (40) hours.

**Section 5.** Vacation shall be taken in increments of forty (40) hours. As an exception, the Chief may honor an employee's written request for vacation of smaller increments provided that the minimum chargeable vacation increment shall be eight (8) hours.

**Section 6.** All vacation requests shall be made at least thirty (30) days in advance unless otherwise approved by the Chief of Police.

**ARTICLE 20  
SICK LEAVE**

**Section 1.** Each member of the bargaining unit shall earn sick leave at a rate of 4.6 hours of sick leave for each eighty (80) hours worked. "Hours worked" for purposes of this section shall not include premium time.

**Section 2.** Sick leave shall accumulate without limit.

**Section 3.** A member of the bargaining unit may use sick leave for:

- a. Illness or injury of the employee, or illness or injury of a member of the employee's immediate family, where the presence of the employee is reasonably necessary;
- b. Exposure of the employee to a contagious disease that would have the potential of jeopardizing the health of the employee or the health of others;
- c. Medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family, where the presence of the employee is necessary and the appointment cannot be scheduled during non-work time;
- d. Disability due to pregnancy, childbirth or related medical conditions;
- e. Care of employee's wife or family during the post-natal period, the leave not to exceed five (5) workdays; or
- f. Bereavement leave not to exceed three (3) days for the death of a member of the employee's immediate. Up to five (5) days may be used for the death of the employee's father, mother, spouse or child.
- g. Employee may be required to provide medical documentation from a physician for absences of three or more consecutive sick days stating that those sick days taken were needed and necessary for recovery of said illness and that the employee is fit to return to duty.

For purposes of this Section, "immediate family" is defined as father, mother, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a legal guardian or other person who stands in place of a parent (in loco parentis) or step child of current spouse.

**Section 4.** Sick leave is charged in minimum units of one-quarter ( $\frac{1}{4}$ ) hour

**Section 5.** Employees who have a minimum of ten (10) years of public service or qualify for retirement under the Police and Fire Pension System and who elect to retire shall, at the time of retirement, receive a lump sum payment for all accumulated, but unused, sick leave at 1:1 for everything up to 480 hours and at 1:2 for everything between 480 & 960 hours up to a maximum payment equal to 720 hours and a lump sum payment for all accumulated, but unused, vacation leave.

**Section 6.** An employee who is to be on sick leave shall notify the Chief or his/her designee of such absence and the reason therefore, at least three (3) hours prior to the start of his/her work shift each day(s) he/she is to be absent.

**Section 7.** Non-use of sick leave. Each employee shall be paid forty dollars (\$40.00) for the first calendar quarter, sixty dollars (\$60.00) for the second consecutive calendar quarter, eighty dollars (\$80.00) for the third consecutive calendar quarter, and one hundred dollars (\$100.00) for the fourth consecutive calendar quarter and every consecutive calendar quarter thereafter in which he/she does not use sick leave.

**Section 8.** Excessive, unwarranted or patterned sick leave use shall constitute sufficient cause for disciplinary action, up to and including removal from the payroll. After six (6) occurrences of sick leave use in any twelve (12) month period, and prior to any employee entering the progressive disciplinary system enumerated in Article 13, Section 1, the FOP/OLC Staff Representative or designee shall be advised. Following consultation with the FOP/OLC Representative, and where the Employer has cause to believe abuse may have occurred, the City retains the Management right to have the Employee examined by a mutually selected physician, at its sole expense.

## **ARTICLE 21 WAGES**

**Section 1.** Effective January 1, 2011, all wage rates for bargaining unit employees shall be frozen at the December 31, 2010 rate. The parties agree to a "Wage Re-Opener" to be scheduled for September, 2011. The scheduled re-opener shall be for wages in 2012 and 2013.

**Section 2.** Officer in Charge – In the event that there is no sergeant on shift, the most senior patrol officer will act as Officer in Charge and receive an additional thirty (\$0.30) per hour.

**Section 3.** The employee will be given the step increases in the first pay period following their anniversary date according to the above schedule.

**Section 4.** Shift Differential – Bargaining unit members required to work the afternoon shift (3:00 p.m. – 11:00 p.m.) will be compensated in addition to their regular wage at a rate of thirty-five cents (\$0.35) per hour. Bargaining unit members required to work the midnight shift (9:00 p.m. – 7:00 a.m.) will be compensated in addition to their regular wage at a rate of forty cents (\$0.40) per hour.

**Section 5. Education Bonus Compensation.** In addition to the above wages, any bargaining unit member qualified in at least four (4) of the following categories and assignments shall receive sixteen (16) hours of Comp. Time to be taken in eight (8) hour increments; with eight (8) of those hours taken from January – June, and the other eight (8) hours taken from July – December.

Categories:

**LEADS**

CPR/First Aid Certification	40 hour Interview certification
Voice Stress Analyzer	911 Certification
Traffic Accident Investigation	CCH Certification
Range Officer	EMT Certification
Radar Certification	Evidence/Investigation
Finger Print Classification	Jailer certification

**All such certifications are subject to verification**

**ARTICLE 22  
LONGEVITY**

**Section 1.** Each bargaining unit member shall receive annually upon the completion of five years of service with the City of Newton Falls, in addition to salary or other compensation that may be provided by the Agreement additional compensation based on the number of continuous full years of service as follows:

<b>Years Complete</b>	<b>Hourly Rate</b>	<b>Years Complete</b>	<b>Hourly Rate</b>
5	\$0.25	23	\$0.61
6	\$0.27	24	\$0.63
7	\$0.29	25	\$0.65
8	\$0.31	26	\$0.57
9	\$0.33	27	\$0.69
10	\$0.35	28	\$0.71
11	\$0.37	29	\$0.73
12	\$0.39	30	\$0.75
13	\$0.41	31	\$0.77
14	\$0.43	32	\$0.79
15	\$0.45	33	\$0.81
16	\$0.47	34	\$0.83
17	\$0.49	35	\$0.85
18	\$0.51	36	\$0.87
19	\$0.53	37	\$0.89
20	\$0.55	38	\$0.91
21	\$0.57	39	\$0.93
22	\$0.59	40	\$0.95

**Section 2.** The above payments shall be paid by adding the above payments to the employee's base rate of pay and be paid on all hours in pay status. The above payments will not be credited to an employee after any break in service (longer than 30 days) until they have met the above requirements beginning with their new effective date of service.

**ARTICLE 23  
INSURED BENEFITS**

**Section 1** - For the duration of this Agreement, the City shall continue to offer hospitalization insurance, eye care, and dental and prescription drug benefits to all bargaining unit employees. It is further agreed that the level of benefits shall not be reduced for the duration of this Agreement nor shall the benefit level change except to increase the level of benefit, without the use of the Health Insurance Committee, as outlined herein.

**Section 2** - Starting with the health insurance renewal at the time of adoption:

A. Prescription drug coverage will be \$7.00 generic, \$25.00 for formulary and \$45.00 for non-formulary prescriptions. If a prescription drug is offered in a generic form, employees shall be required to take the generic equivalent. If the employee decides to take the brand drug with the generic available, the employee shall pay the difference between the cost of the generic drug and the total cost of the brand drug, in addition to the \$25.00 copay.

Mail order Co-pays for prescription drugs shall be \$14.00 for generic; \$50.00 for formulary; and \$90.00 for non-formulary.

B. Effective upon execution of this Agreement, health insurance coverage will be 80%/20% for "In Network Claims".

C. Effective upon execution of this Agreement, health insurance coverage for "Out of Network Claims" will be a 60%/40% employee/employer split.

D. Effective upon execution of this Agreement, for "Out of Network Claims", the employee deductible shall be \$600/year for single coverage and \$700/year for family coverage.

E. Effective upon execution of this Agreement, Employees shall pay, by payroll deduction, a portion of the monthly health insurance costs according to the following amounts:

- |                     |                        |
|---------------------|------------------------|
| a. Single coverage: | \$20.00/pay (\$520.00) |
| b. Family coverage: | \$30.00/pay (\$780.00) |

F. Office co-pays shall be \$20.00 per visit.

G. Vision care will have a maximum benefit of \$250.00. This benefit is available and can be applied to lens, frames or lasik surgery per calendar year.

H. Chiropractic Care will have a maximum of \$750.00 per calendar year.

- I. Orthodontics will have a lifetime maximum of \$1,500.00.
- J. Mental Health/Substance Abuse coverage will be eliminated.

**Section 3** - The City of Newton Falls shall provide term life insurance in the principal sum of Fifty Thousand Dollars (\$50,000) on each full-time employee. Plus the following insurance policies:

Spouse:	five thousand dollars	\$ 5,000
Child:	under 14 days	no benefit
	14 days, but less than 6 months	\$500.00
	6 months and older	
	(Dependent children up to the age of 19, or age 23 only if a full-time student)	\$1,000.00

**Section 4** - The parties to the agreement agree to create a health insurance committee to explore changes in the hospitalization plan and ways to achieve cost savings.

## ARTICLE 24 PERSONNEL FILES AND RECORDS

**Section 1.** Any employee may view her/his personnel, payroll, administrative or other public records file in the presence of a management employee during non-work times, unless otherwise approved by management. Employees may not remove any article from the file. Should the employee wish copies, one (1) copy will be provided at no cost.

**Section 2.** Should any member have reason to believe that there are inaccuracies in documents contained in his/her personnel file or other public records file, s/he may write a memorandum to the Chief explaining the alleged inaccuracy. Should the Chief agree that the entire document is inaccurate, it shall be removed from the file. Any item in a document, which is agreed by the parties to be inaccurate, shall be noted thereon and signed by the Chief. Should the Employer not agree with the position of the employee, the Chief shall attach the employee's memorandum to the document in the file.

## ARTICLE 25 BULLETIN BOARDS

**Section 1.** The Employer agrees to provide space for a bulletin board in an area of the Police Department for use by the FOP.

**Section 2.** All notices, which appear on the bulletin boards, shall be initialed, posted, and removed by a local FOP director or his designee. It is understood that no material may be posted on the FOP bulletin board at any time which contains political messages on local issues, attacks upon city or county elected or appointed officials, or political endorsements of candidates for city or county office.

**Section 3.** No FOP related materials of any kind may be posted anywhere in the Employer's facilities or equipment except on the bulletin board areas designated for use by the FOP. Employees are prohibited from wearing political buttons, badges or the like during working hours.

## ARTICLE 26 WAIVER IN CASE OF EMERGENCY

**Section 1.** In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Newton Falls, or City Manager of the City of Newton Falls, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of the Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed.

## ARTICLE 27 CONFLICT

**Section 1.** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter the provision of applicable law shall prevail. In the event that any provision of this Agreement shall at any time be found to be contrary to state and federal law by a court of competent jurisdiction, such provision shall be void and inoperative to the extent that it violates the law; however, all other provisions of this Agreement shall continue to be in effect. Substitute action, if any, shall be subject to appropriate negotiations within 60 calendar days of the findings, and any negotiated changes, to be effective and incorporated into this Agreement, must be in writing and signed by the parties.

## ARTICLE 28 NON-DISCRIMINATION

**Section 1.** Neither the City, its agents, agencies, or officials, nor the FOP or its agents or officers shall discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, or handicap, for the purpose of evading the spirit of the Agreement.

**Section 2.** All references in this agreement to the male gender shall be construed to be equally applicable to females.

## ARTICLE 29 TRAINING, EXPENSE REIMBURSEMENT AND TRAVEL

**Section 1.** Where the Chief approves a member of the bargaining unit to attend off-site training, the time spent in training and a reasonable time spent for travel shall count as hours worked.

**Section 2.** Where training is approved pursuant to Section 1, above, the Employer shall pay the cost of training.

**Section 3.** Expenses for mileage, meals and lodging shall be reimbursed in accordance with the Employer's policy and city ordinance.

**Section 4.** If the training is held during an employee's normal working hours, he/she shall be compensated at his/her regular straight time rate of pay for all hours spent in training. If the training is held outside of an employee's normal working hours, he/she will be compensated at one and one-half (1.5) times his/her normal hourly rate of pay for all time present in training. Time may be paid in Compensatory time instead of overtime pay at the employee's option.

**Section 5.** The Employer will annually provide a minimum of Five Hundred Dollars (\$500.00) per employee for training, subject to pre-approval by the Police Chief. Police related training will not be unreasonably denied.

**Section 6.** Supervisors may at their discretion alter work scheduled and shifts in order to accommodate a training schedule.

**Section 7.** All schooling, training and seminars will be pre-approved by the Chief of Police with final approval by the City Manager.

## ARTICLE 30 UNIFORMS

**Section 1.** Effective January 1, 2008 and for the term of this agreement, each full time Patrol Officer of the Police Department unit shall receive an annual clothing allowance in the amount of seven hundred dollars (\$700.00). Employees are required to wear uniforms as specified by the Police Chief and keep them in good repair.

**Section 2.** Uniform allowance shall be payable on the first pay period in January, in separate checks from the payroll.

**Section 3.** A pro-rated amount shall be paid in the second full pay period of full time employment. Any clothing allowance paid to the employee due to period part time employment shall be deducted from the pro-rated amount.

**Section 4.** The City will provide body armor for full time members of the patrol bargaining unit. The City will replace body armor at its discretion, with the manufacturer's recommendation being strongly considered or five years, whichever is earlier.

**Section 5.** The city will provide appropriate firearms for all officers.

### ARTICLE 31 JURY DUTY

**Section 1.** Employees shall be granted leave with pay when required to serve on a jury during regularly scheduled work hours. Employees are required to return any monies received for jury duty to the Finance Department.

**Section 2.** Employees scheduled for first shift who are released from jury duty at or before noon shall be required to return to work for the balance of the work day.

### ARTICLE 32 COURT LEAVE

**Section 1.** Any member of the bargaining unit, who is required to appear in any court of record outside regular duty hours, as an incident to his/her duties, shall receive a minimum of three (3) hours at the appropriate rate for such appearance. For travel to and from the Court, the City shall either provide a departmental vehicle or compensate members of the bargaining unit at the current mileage reimbursement rate, at the option of the City.

**Section 2.** Employees who appear in court on behalf of the City may keep any compensation, which they receive for the appearance or expenses related to the appearance.

### ARTICLE 33 MILITARY LEAVE

**Section 1.** The City of Newton Falls prohibits discrimination against persons because of their service in the Armed Forces Reserve, the National Guard and other uniformed services of the United States government. All employees who participate in Armed Forces military service listed above will be entitled to reclaim their employment after being absent due to military service or training. All benefits and seniority will accrue to the employee on military leave as they would as if the employee were actually working his/her regular position with the City of Newton Falls.

Employees in the military services listed above shall be granted time off with pay when ordered to temporary active duty or when ordered to military training exercises not to exceed thirty-one (31)

calendar days per year. In addition, all health care benefits will be paid during such military leave. All such time is subject to verification of military service for time requested.

**ARTICLE 34  
DURATION OF AGREEMENT**

**Section 1** - This Agreement shall be retroactive and effective January 1, 2011 and shall remain in full force and effect through December 31, 2013. Effective September, 2011 there shall be a wage reopener to negotiate wages to be effective for 2012 and 2013. Either party may notify the other of its intentions to modify or re-negotiate the conditions contained herein not less than ninety (90) days, prior to the termination date of this Agreement.

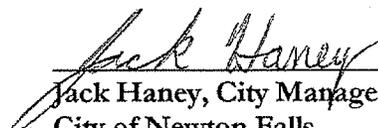
**Section 2** - Any notice relative to this Article shall be given by registered mail, both by the Union and the City. Any notices addressed to the City shall be addressed to the City Manager and if addressed to the Union, to the President of the Local.

**Section 3** - This Agreement shall remain in full force and effect during the period of all negotiations unless the Union or the City serves, upon the other party, a ten (10) day notice of its intent to terminate this Agreement.

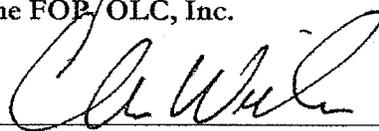
**SIGNATURE PAGE**

IN TESTIMONY THEREOF, the Parties have unto affixed their signatures this 18 day of May, 2012.

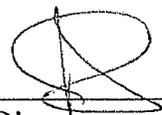
For the City of Newton Falls, Ohio

  
\_\_\_\_\_  
Jack Haney, City Manager  
City of Newton Falls

For the FOP/OLC, Inc.

  
\_\_\_\_\_  
Charles L. Wilson,  
Staff Representative, FOP/OLC

Approved as to form:

  
\_\_\_\_\_  
Law Director  
City of Newton Falls

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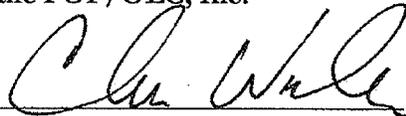
**SIGNATURE PAGE**

IN TESTIMONY THEREOF, the Parties have unto affixed their signatures this 18 day of MAY, 2011

For the City of Newton Falls, Ohio

  
\_\_\_\_\_  
Jack Haney, City Manager  
City of Newton Falls

For the FOP/OLC, Inc.

  
\_\_\_\_\_  
Charles L. Wilson,  
Staff Representative, FOP/OLC

Approved as to form:

  
\_\_\_\_\_  
Law Director  
City of Newton Falls

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

and,

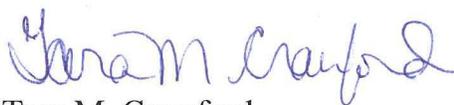
CITY OF NEWTON FALLS,  
EMPLOYER.

}  
} Case No(s): 10-MED-09-1155  
} (Sergeants)  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. John Barkan  
[jnbarkan@consultant.com](mailto:jnbarkan@consultant.com)