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AN AGREEMENT

BY AND BETWEEN

THE CITY OF BARBERTON

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
POLICE OFFICERS BARGAINING UNIT

Effective May 23, 2011

Through December 31, 2013

SERB CASE #. 2010-MED-10-1493

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PREAMBLE/PURPOSE

Section 1. Parties To Agreement. This Agreement is between the City of Barberton, Ohio, a charter municipal corporation, hereinafter known as the "Employer," and the Ohio Patrolmen's Benevolent Association Police Officer Bargaining Unit, hereinafter referred to as the "Union."

Section 2. Purpose. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; to promote individual efficiency and service to the citizens of the City of Barberton; to avoid interruption or interference with the efficient operation of the Employer's business; to establish the wages, hours and other terms and conditions of employment for employees of the bargaining unit as described in this Agreement; to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and to meet the other provisions of Ohio Revised Code Section 4117. This article is not intended to provide bargaining unit employees any rights not specifically granted elsewhere in this Agreement.

ARTICLE 1
RECOGNITION

Section 1.1. Unit Definition. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by Ohio Revised Code Section 4117, for all full-time police officers of the Barberton Police Department as certified by the State Employment Relations Board (SERB) in Case Number 95-REP-09-0165 on February 22, 1996. These employees shall hereinafter be referred to as "bargaining unit." Such bargaining unit shall exclude the Chief of Police, all sergeants and lieutenants, and all other employees.

Section 1.2. Excluded. The bargaining unit shall exclude the Chief of Police, all sergeants and lieutenants, all management, confidential, supervisory as defined in R.C. 4117, part-time, seasonal, temporary, and all other employees not included above.

Section 1.3. The City recognizes that the bargaining unit shall be the exclusive provider of routine police patrol services in the City of Barberton. This section does not preclude the ability of the City to:

1. Utilize volunteers.

2. Utilize other law enforcement agencies in mutual aid, in emergencies, or where additional skills or equipment are needed and not available within the bargaining unit.

3. Utilize reserve police officers for such functions as prisoner transport, traffic direction and control, crowd control, parades, parking enforcement, report writing, supplementing a beat car, surveillance, foot patrol, and other similar functions. ~~Part time~~ Reserve officers will not work a traditional beat alone unless emergency circumstances exist. No reserve officers will be used for the sole purpose of displacing full-time officers.

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4. Utilize private security firms for guard or security duties at various City of Barberton facilities such as Water Plant, Wastewater Plant, Reservoir or for investigating workers' compensation cases.

ARTICLE 2
HEADINGS

Section 2.1. **Headings**. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 3
INTERPRETATION OF AGREEMENT

Section 3.1. **Entirety**. This Agreement represents the entire agreement between the Employer and the Union, and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices or procedures, previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. Such sole discretion must be exercised within the scope of the management rights clause as contained herein and cannot serve to alter any right as negotiated and expressly defined in this Agreement.

Section 3.2. **Acknowledgement**. 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.

Section 3.3. **Waiver Of Obligation To Negotiate**. It is agreed, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right and agree 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, unless otherwise provided by law.

ARTICLE 4
CONFORMITY TO LAW, APPLICATION OF CIVIL SERVICE

Section 4.1. **Separability**. If a court of final and competent jurisdiction renders any portion of this Agreement invalid or unenforceable, such decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision thereof had not been included herein.

Section 4.2. **Amendments**. In the event a provision of this Agreement is rendered invalid, as set forth in Section 4.1, either party may forward a written notice to the other party requesting to meet and discuss an alternative provision. Such notice shall be submitted within sixty (60) days of the date both parties become aware of the decision rendering the provision invalid via an

exchange and service of the written decision. Any mutually agreeable alternate provision will be set forth in a Side Letter of Agreement.

Section 4.3. **Application of Civil Service Law**. The parties agree that no section of the Civil Service Laws contained in Section 9.44 or Chapter 124 of the Ohio Revised Code, nor any related provisions of the Ohio Administrative Code, nor any civil service rules adopted by the City (i.e., any statutory provisions, administrative rules, or civil service rules addressing the subject matter of any provision of this agreement, including but not limited to layoff, job abolishment, recall, discipline, sick leave, holidays, vacation, grievance procedure, etc.), nor any local City ordinances pertaining to wages, hours, terms or conditions of employment, shall apply to bargaining unit employees, where such subject matter has been addressed by this agreement.

Notwithstanding the above, ORC Sections 124.34 (A) relative to convictions of a felony and 124.57 shall continue to apply to bargaining unit employees.

Section 4.4. Notwithstanding Section 4.3 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Barberton Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Barberton, as may be applicable.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. **Function Of Employer**. The Union recognizes that, except as otherwise limited in this Agreement, it is the exclusive function of the Employer to maintain order, discipline, and efficiency, and to generally operate the City; to hire, direct, classify, assign, transfer, evaluate, promote, demote, and layoff employees; to suspend, discipline or discharge employees for just cause, provided that a claim by an employee that such employee has been demoted, suspended, disciplined or discharged, without just cause, may be made subject to the grievance procedure and dealt with as hereinafter provided; to promulgate and enforce rules and regulations; to determine classifications, size and the duties of the work force; to determine shifts and reasonable overtime requirements; to assign and allocate work within and between stations; to reorganize, discontinue or enlarge any departments or portions thereof; to determine or change the methods and means by which its operations are to be carried on; and to otherwise generally carry out all other ordinary and customary functions of the Employer as set forth in Ohio Revised Code 4117.08(C).

Section 5.2. **Inherent Rights**. The Union recognizes and accepts that all rights and authority of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 6
EMPLOYEE RIGHTS

Section 6.1. Seniority And Continuous Service.

A. Seniority. Seniority shall be established as of the date of the employee's original appointment to a full-time police officer position with the Employer and shall be the total length of continuous service as a police officer with the Employer after that date. Seniority shall be used for the purpose of: determining layoff and recall rights; the order in which vacation selections shall be made within the bargaining unit; determining who shall receive an out-of-classification assignment among qualified individuals; or for any other purpose as expressly stated in this Agreement.

B. Continuous Service. Continuous service with the Employer shall be defined as the uninterrupted service of an employee from the employee's original date of employment with the City of Barberton, to include and taking into account any consecutive interdepartmental transfers or appointments. Continuous service with the Employer shall be used for determining longevity and vacation entitlement and any other purpose as expressly stated in this Agreement.

C. Termination. An employee's Seniority and Continuous Service shall be terminated when one (1) or more of the following occur: the employee resigns or retires; or the employee is discharged for just cause; or the employee is on layoff for more than thirty-six (36) months.

Section 6.2. Layoff. When the Employer determines that a layoff and/or a job abolishment(s) is fiscally necessary, the Employer shall notify the affected employee(s) at least seven (7) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with the representatives of the Union the impact of the layoff on the bargaining unit, including alternatives to such proposed layoffs/abolishments. The Employer further agrees to discontinue use of outside contractors performing bargaining unit work, and that reserve, volunteer, auxiliary, part-time and seasonal police officers shall be laid off first. When the Employer determines that a layoff/abolishment will occur, employee(s) shall be laid off in reverse order of seniority regardless of whether such employee is in the Police Officer Bargaining Unit or the Sergeant and Lieutenant Bargaining Unit, i.e. the employee with the least amount of seniority shall be the first one laid off. This process shall continue with other employees until the specific number of employees to be laid off has been achieved.

Section 6.3. Recall. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required during the twelve (12) month period described herein shall be at the Employer's expense.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have five (5) working days following the date of receipt of the recall notice to return to work, unless a different date for returning to work is otherwise specified in the notice.

Lieutenants and Sergeants who have been displaced from their previous rank due to Section 6.2, Layoffs, shall be given the option to return to their previous rank if their respective positions and/or rank is restored due to recall.

Section 6.4. **Ohio Revised Code**. Sections 6.2 and 6.3 are intended to modify Ohio Revised Code 124.321 et seq.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. **Pledge Against Discrimination**. The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment in accordance with applicable state and federal laws. The Employer and the Union further agree not to discriminate against any bargaining unit employee due to membership or non-membership in the Union. Nothing in this Agreement shall provide any additional rights, privileges, recourse, or remedy other than those already provided by state or federal law.

Section 7.2. **Gender Neutral**. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 8
PERSONNEL FILES

Section 8.1. **Personnel Files**. Adverse material received from an outside law enforcement agency shall not be inserted in any departmental file, except a criminal investigation file, unless the officer has an opportunity to review, sign, receive a copy of, and attach, if the employee so chooses, comments in writing upon the adverse material.

ARTICLE 9
UNION DUES AND FAIR SHARE FEES

Section 9.1. **Dues Checkoff**. The plan of voluntary Union dues deduction authorized by Ohio Revised Code Section 4117.09 (A) (2) shall remain in effect under this Agreement. The Employer agrees to deduct from the pay of each Union member, who places on file with the Finance Director an authorization card for such purpose, the current amount of monthly dues and assessments from the second biweekly pay of each such member. The amount of deduction shall be the amount of dues or assessments specified to the Employer by the Union, as such amounts may increase or decrease from time to time. Upon receipt of notice that the deduction amount has changed, the Employer shall deduct the appropriate amount in the next pay period immediately following receipt of such notice.

Section 9.2. **Authorization**. The Employer will deduct from each pay of each member of the bargaining unit, who has signed an authorization to do so, the required amount as designated by the Union to the Employer.

Section 9.3. **Dues To Union**. The Employer shall be relieved from making such deduction upon (1) termination of employment; (2) transfer to a non-bargaining unit position; (3) layoff from a bargaining unit position; (4) unpaid leave of absence; or, (5) a written request by an employee revoking deduction authorization pursuant to the terms of the checkoff card. Monies deducted pursuant to the terms of this article shall be remitted to the specific address and individual designated by the Union within fifteen (15) days of their deduction. Each remittance, whether authorized or fair share, shall be accompanied by the following alphabetical list:

A. the employees for which deductions were made, the name and social security number of the employee, and the amount deducted; and,

B. the name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

Section 9.4. **Indemnification**. The Union agrees to hold the Employer harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues, and to indemnify the Employer for any liability imposed on it as a result of any such suit, claim, or administrative proceeding. For purposes of this section, the term "Employer" includes the City of Barberton and its various officers and officials, whether elected or appointed.

Section 9.5. **Fair Share Fee**. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

A. the effective date of this Agreement for all current employees who have been employed for more than ninety (90) calendar days;

B. the ninety-first (91st) calendar day of employment for all current employees who have not completed ninety (90) calendar days of employment as of the effective date of this Agreement; or,

C. The ninety-first (91st) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 9.6. **Payroll Deduction**. Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Any employee who elects to object or challenge the fair share fee must serve concurrent, written notice to the Union and the Employer and must proceed through the grievance procedure.

Section 9.7. **Union Warranty**. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union 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 Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 9.8. **Dues During Probation**. It is agreed that the Employer will deduct Union dues from probationary employees upon receipt of an authorization card from the employee.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1. **Definition Of Grievance**. A grievance is a dispute between the Employer and the Union, or an employee or a group of employees, as to the interpretation, application or alleged violation of the specific provisions of this Agreement. The Employer and the Union both encourage the informal settlement of disputes.

Section 10.2. **Filing**. A grievance may be brought by any member of the bargaining unit through, or with the knowledge of, a representative of the Union. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, a single representative may process the grievance for the benefit of all affected members.

Section 10.3. **Timeliness**. For the purpose of this article the term "day" shall mean calendar days not to include Saturdays, Sundays or legal holidays. Failure by the Employer at any step of this procedure to communicate the decision on a grievance within the specified time limit shall be considered to be a response in the negative and permit the Union to proceed to the next step of this procedure, within the applicable time limitations. Any grievance not advanced from one step to the next step by the employee shall be considered dismissed with prejudice. The parties may mutually extend or waive the timeliness provided in this section by executing a "Timeliness Extension" form found at Appendix A of this Agreement.

Section 10.4. **Presented In Writing**. The written grievance shall state the specific article and section of this Agreement alleged to have been violated, a brief set of facts and the relief requested. A grievance, as defined in this article, must be presented in writing on the form found at Appendix B of this Agreement. Employees shall have the right to file and resolve grievances with or without Union representation; however, the Union shall have the right to be present during the grievance procedure. The resolution of a grievance must conform to this Agreement and the Union shall be informed of such grievance and resolution. At any time prior to the filing of the grievance at Step 1, the grievant, the Union representative and the grievant's supervisor may meet to discuss the issues involved. Any resolution at this informal meeting shall not be precedential.

Section 10.5. **Disciplinary and Bargaining Unit Grievances**. The following grievances may be filed directly at Step 3:

A. all disciplinary actions including written reprimands, suspensions, demotions or any other reduction in pay, rank or status, and removals; and,

B. all grievances effecting the entire bargaining unit.

Section 10.6. Procedural Steps.

Step 1: Division Commander. A written grievance must be filed with the employee's Division Commander within five (5) days of the date the event complained of became known to the employee or the Union. The employee, the Union representative and the Division Commander shall meet within three (3) days to discuss the matter. The Division Commander shall provide a written answer to the employee with a copy to the Union within three (3) days of the meeting. If the employee does not invoke Step 2 of this procedure within five (5) days after receipt of the written answer of the Division Commander, such grievance shall be considered satisfactorily resolved.

Step 2: Chief of Police. If the grievance is not resolved at Step 1, the employee shall have the right to appeal in writing, within five (5) days after receipt of the Division Commander's written answer to the grievance to the Chief of Police. The Chief of Police shall issue a decision or schedule a meeting within three (3) days of the filing of the grievance at Step 2 to discuss the matter with the employee and Union representative. If a meeting is held, the Chief of Police shall provide a written answer to the employee with a copy to the Union within three (3) days of the meeting. If the employee does not invoke Step 3 of this procedure within five (5) working days after the answer of the Chief of Police, said grievance shall be considered satisfactorily resolved.

Step 3: Director of Public Safety. If the grievance is not resolved at Step 2, the employee shall have the right to appeal in writing, within five (5) days after receipt of the Chief of Police's written answer to the grievance to the Director of Public Safety. The Director of Public Safety shall review the grievance and issue a decision or schedule a meeting with the employee, the Union representative, the Chief of Police and any other parties as deemed necessary by the Director of Public Safety within fifteen (15) days from the date of receipt time stamped in the office of the Director of Public Safety. If a meeting is held, a decision from the Director of Public Safety shall be reduced to writing and submitted to the employee and the Union within five (5) days from the date of the Step 3 grievance meeting. If the Union does not invoke Section 10.7, said grievance shall be considered satisfactorily resolved and dismissed with prejudice.

Section 10.7. Arbitration. If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within fourteen (14) calendar days of the receipt of the written answer at Step 3, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio Resident, National Academy Certified arbitrators, with a copy of such request delivered to the Employer. In the event the letter of intent or referral to arbitration (i.e., list request) is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 answer or default rejection as may be applicable. The Union has the sole right to decide whether to arbitrate, appeal, or settle any grievance.

Upon receipt of a list of arbitrators, the Employer and the Union shall have fourteen (14) calendar days from the date of mailing to strike any name to which it objects, number the remaining names in order of preference, and return the list to FMCS.

Prior to striking, each party shall once have the option to completely reject the list of names provided by FMCS and requesting another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS.

Section 10.8. **Authority of the Arbitrator**. The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of specific articles and sections of this Agreement, and shall be without power or authority to make any decision that is contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws; limits or interferes in any way with the powers, duties or responsibilities of the Employer under applicable laws; limits or interferes in any way with the powers, duties or responsibilities of the City Council under its rule making power not inconsistent with this Agreement; contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rule or regulation of the Employer so long as such practices, policies, rules or regulations do not conflict with this Agreement; and/or, granting any right or relief for any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 10.9. **Arbitrability**. The question of arbitrability of a grievance may be raised by either party no less than five (5) working days before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 10.10. **Decision**. A written decision of the case shall be provided by the arbitrator resulting from any arbitration of grievances hereunder, and such decision shall be final and binding on the Employer, the Union and the employee.

Section 10.11. **Fees/Expenses**. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter. Any employee whose attendance is requested by an arbitrator's subpoena for such hearing shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours on the day of the hearing.

ARTICLE 11
JOINT LABOR MANAGEMENT COMMITTEE

Section 11.1. **Joint Labor Management Committee**. In the interest of sound labor relations, a joint committee of no less than four (4) nor more than six (6) members, half (1/2) of whom shall be from the Employer and half (1/2) of whom shall be from the Union, shall meet for the purpose of discussing subjects of mutual concern. Such committee shall be co-chaired by the Director of Public Safety and a representative selected by the bargaining units. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and solution of common problems.

Section 11.2. **Meetings**. Either party may request the other to meet upon execution of a notice. The parties shall meet within ten (10) business days following the execution of such notice,

subject to the availability of the participants. Each party shall be responsible for taking its own notes. To provide for productive meetings, the parties agree that they will exchange topic agendas at least five (5) calendar days in advance of any meeting. Employee members of the committee shall not lose pay for participation while on duty.

ARTICLE 12
NO STRIKE CLAUSE

Section 12.1. Illegal Work Stoppages. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Union or its representatives cause or permit its members to cause any bargaining unit member to take part in any strike, sit-down, stay-in or slowdown in any department, or any curtailment of work or restriction of services or interference with the operations of the Employer.

Section 12.2. Union Responsibility. In the event of a work stoppage, picketing, patrolling or any other curtailment by the Union or its employees covered hereunder during the term of this Agreement, the Union by its officers, agents and stewards, shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing, and instruct employees to stop the said conduct and resume work immediately.

Section 12.3. Union Liability. In the event that the Union in any such situation performs the obligation of this paragraph in good faith, and has not authorized such conduct, it shall not be liable in any suit in any court for money demands caused by said violations.

Section 12.4. Strike Discipline. The Employer shall have the right to discipline, up to and including discharge, any employee who participates in or gives leadership to any activity herein prohibited.

ARTICLE 13
DISCIPLINARY PROCEDURE

Section 13.1. Employees Covered By Procedure/Forms for Discipline. This procedure shall apply to all non-probationary bargaining unit employees. The tenure of every non-probationary employee subject to the terms of this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or other paid leave may be forfeited equal to the length of the suspension. Records of suspension will be maintained. Any employee that is suspended due to disciplinary action shall not be eligible for any type of overtime during the

suspension period. When the period has concluded and the employee returns to his regular scheduled shift, he shall become eligible again.

4. Suspension of record (i.e., paper suspension).

5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 13.2. **Just Cause.** Discipline shall be imposed only for just cause.

Section 13.3. **Administrative Leave Pending Investigation**. An employee may be placed on administrative leave with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

Section 13.4. **Notice Of Predisciplinary Meeting**. The specific charges for which discipline is being considered shall be set forth in writing in the Notice of Predisciplinary Meeting to the employee along with a brief explanation of the facts and circumstances underlying the charges. The notice shall contain a reference to dates, times and places if possible.

Section 13.5. **Predisciplinary Meeting**. Where the Employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the Notice of Predisciplinary Meeting shall be served on the employee a minimum of five (5) days and a maximum of ten (10) days prior to the Predisciplinary Meeting. The parties may extend this five (5) day to ten (10) day notice of Predisciplinary Meeting by mutual consent. The Notice of Predisciplinary Meeting shall be accompanied by a written statement that includes:

A. the date and time of the predisciplinary meeting;

B. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Pending Disciplinary Action;

C. the grievance procedure provides for a hearing by an independent arbitrator as its final step; and,

D. the employee is entitled to representation as provided in Section 6 (A).

Section 13.6. **Rights During Disciplinary Actions**. Employees have the following rights when involved in discipline:

A. Representation. An employee shall be entitled to representation by a Union representative or an attorney, at the employee's expense, at any time after the employee receives the Notice of Predisciplinary Meeting. If the employee chooses to secure representation by an attorney or declines Union representation, the employee shall

execute a "Waiver of Representative" form found at Appendix C of this Agreement and forward such form to the Union.

B. Criminal Investigation. If an employee is questioned as a suspect in any investigation of a known pending criminal charge, such employee shall be advised of the appropriate constitutional rights prior to questioning.

C. Recording Devices. No recording device, stenographic or other record shall be used during questioning unless the employee is advised in advance. If the questioning is recorded, the employee may request a transcript at the employee's expense. The employee will be supplied a copy of the record at least fifteen (15) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

D. Polygraph/VSA. Polygraph and/or voice stress analyzer (VSA) examination(s) will be administered only with the consent of the employee. If the employee consents, the employee will be supplied a copy of the record at least fifteen (15) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

Section 13.7. **Employee's Response**. If an employee receives the notice provided in Section 13.4, such employee shall have five (5) working days to respond to such allegations if the employee so chooses. The employee may waive this right to respond, in writing.

Section 13.8. **Notice of Disciplinary Action**. Upon the conclusion of the Predisciplinary Meeting, if the Employer believes that just cause exists, discipline shall be imposed. The affected employee and the O.P.B.A. shall be notified in writing of the discipline to be imposed within ten (10) days of the conclusion of the Predisciplinary Meeting. This ten (10) day period for the Employer's response may be extended by mutual agreement of the parties. The employee may file a grievance at Step 3 of the grievance procedure within five (5) working days following the day the employee receives the Notice of Disciplinary Action. Nothing contained herein shall prohibit the Employer and the employee from mutually agreeing to informally meet to attempt to resolve the issue during the ten (10) day period described herein. A suspension without pay and/or termination of an employee shall only be imposed concurrent with or subsequent to the Employer's decision at Step 3 of the grievance procedure.

Section 13.9. **Resignation**. An employee may resign at any time following the receipt of the Notice of Predisciplinary Meeting provided in this Agreement. Any such resignation will be processed in accordance with the Employer's rules and regulations, and the employee's employment shall be terminated.

Section 13.10. **Failure To Appeal**. Failure to file a Step 3 grievance within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

Section 13.11. **Settlement**. 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 representation as provided in Section 13.6(A). A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 13.12. **Records of Discipline**. Records of disciplinary action shall cease to have force and effect to be considered in future discipline matters according to the following schedule:

Instruction and Cautioning	Six (6) Months
Written Warning	Twelve (12) Months
Suspension	Twenty-Four (24) Months

Section 13.13. **Investigation**. The employee will be informed of the nature of any investigation prior to any questioning. The employee will be advised of whether such employee is the subject of a complaint or a possible witness to the alleged incident. In either case, the employee being questioned shall be informed of the employee's right to union representation.

ARTICLE 14
EQUALIZATION OF OVERTIME

Section 14.1. **Department Policy**. The Chief of Police shall execute a policy that, insofar as is possible, will provide fair distribution of overtime among members of the bargaining unit, ranks, shifts, and/or classifications. Such policy shall govern overtime procedures and shall be considered a function of management to administer, alter or modify. The Employer agrees that both the original policy, and any change in policy during the course of this Agreement, will only occur after input is received from the Union via the Joint Labor Management Committee.

Section 14.2. **Police Officers Performing Dispatch Function**. The Employer agrees that any overtime arising within the dispatch function shall be first offered to bargaining unit members on the basis of the lowest number of overtime hours of police officers who perform dispatch work as set forth in the overtime policy developed pursuant to Section 14.1.

In addition, it is the policy of the Employer that police officers shall not be scheduled or assigned to perform dispatcher/jailor duties except in the following circumstances:

A. bona fide emergency situations as defined in Article 15; and/or,

B. when a vacancy occurs in the dispatcher/jailor function and the Employer has exhausted all reasonable efforts to staff the dispatcher/jailor position to include: holdover, ordering and/or attempting to contact the next available dispatcher/jailor as set forth in the overtime policy developed pursuant to Section 14.1.

This does not include the willful failure of the Employer to maintain a sufficient number of dispatcher/jailors.

ARTICLE 15
WAIVER IN CASE OF EMERGENCY

Section 15.1. **Disasters**. In cases of circumstances beyond the control of management, such as acts of God, riot, flood, civil disorder and other similar acts which require a declaration of

emergency by the Mayor, the Union agrees that management reserves the right during any such emergency to assign employees to work duties without regard to provisions of this Agreement.

ARTICLE 16
UNION TIME/REPRESENTATION

Section 16.1. **Union Duties**. The Employer agrees that the elected officers of the Union and/or the Union's duly appointed representatives shall be granted time off from duty hours, when necessary and without loss of pay, for the purpose of fulfilling their Union representation duties, which shall be defined as necessary meetings with the Employer for matters which may require discussion and consultation by both parties. Such matters shall include negotiations, workers' compensation, pension, work rules, the resolution of possible grievances, and any other meetings which are mutually set by the Employer and the Union. However, under no conditions shall more than one (1) Union representative be excused from the employee's regular shift at any one time and/or be paid for attending meetings in accordance with the above.

Section 16.2. **Union Access**. One (1) accredited Union representative may have access to the Roll Call Room at reasonable times during working hours to consult with up to two (2) Union staff representatives, provided prior notification is given to the Chief of Police, who upon such notification shall so advise the Union representatives' immediate supervisor. A list of accredited Union staff representatives will be furnished to the Chief of Police each year or as changes take place. The Union agrees that no official of the Union (employee or non-employee) shall unduly interfere with, interrupt, or disrupt the normal work duties of other employees.

Section 16.3. **Elections**. Whenever a polling of Union members is necessary, the Union shall be permitted use of the Roll Call Room as necessary, along with the placing of materials to conduct same.

Section 16.4. **Union Leave**. The Union shall be granted a total of forty-eight (48) hours leave per calendar year for transacting Union business such as district, state, local OPBA Director meetings, or international meetings, conventions or seminars or the performance of a state or international held office or position. Union officers needing such leave shall notify the Chief of Police at least five (5) working days in advance of the date requested and will submit a written request for same. The use/granting of such leave shall be subject to the operational needs of the department. Unused Union leave balances may be carried over from calendar year to calendar year, up to a maximum accumulation of ninety-six (96) hours solely at the discretion of and upon the approval of the Chief of Police. In no event shall Union leave be granted for attendance at or preparation for social or fund-raising activities. The Chief of Police may approve more than one (1) OPBA Director off on Union Leave under this Section 16.4.

Section 16.5. **Bulletin Board**. The Employer shall furnish a locking bulletin board in the Roll Call Room hallway for use by the Union and the Employer which may be used for the following notices: recreational and social affairs of the Union; Union meeting notices; Union nominations and elections; reports of the Union committees and/or officers; rulings of policies of the international Union or local Union; rulings or mandatory notices of SERB or other related state or federal entity; and/or communications between the Employer and the Union. Notices of announcements shall not contain anything political nor anything reflecting upon the Employer or any of its employees, nor any labor organization among its employees. Additionally, the Union

may post non-defamatory communications of information. If the Employer finds this article being violated, the Employer shall request the Union to immediately remove such notices. If violations of this article continue, the Employer reserves the right to cancel the provisions of this section.

ARTICLE 17
WAGE RATES AND COMPENSATION

Section 17.1. **Hourly Rates**. Bargaining unit members shall receive wages as provided in the following schedule.

Section 17.2. **Wage Schedule Administration**. Wages shall be paid in steps commensurate with service, advancing in step on anniversary date as set forth below. Anniversary date for purposes of experience advancement step increases is determined as follows: date original of employment with Employer as a police officer or, if applicable, any re-employment date following a resignation.

Experience Advancement	Step
0 – Six (6) Months	1
Six (6) Months – One (1) Year	2
One (1) Year – Two (2) Years	3
Two (2) Years – Three (3) Years	4
Three (3) Years – Four (4) Years	5
Four (4) – Eight (8) Years	6
Eight (8) – Fifteen (15) Years	7
Fifteen (15) – Eighteen (18) Years	8
Eighteen (18) Years and Over	9

Rank	Step	2011 (hourly rates)
Police Officer	1	$16.70
Police Officer	2	$18.33
Police Officer	3	$19.96
Police Officer	4	$21.58
Police Officer	5	$23.19
Police Officer	6	$27.01
Police Officer	7	$27.13
Police Officer	8	$27.27
Police Officer	9	$27.43

Wage rates shall remain unchanged through December 31, 2012. Either party may reopen negotiations for the sole purpose of negotiating wages (hourly rates) for 2013 by providing written notice to the other party between September 1 and October 31, 2012. If the parties are unable to reach agreement on wage rates, either party may exercise its option to proceed to any dispute resolution procedures available under 4117 ORC, as may be applicable.

Section 17.3. **Pension Pickup**. Wages shall be paid bi-weekly, via direct deposit, every other Friday. When a holiday falls on a Friday, employees shall be paid on the preceding Thursday.

When a pair of holidays falls on both a Thursday and Friday, employees shall be paid on the preceding Wednesday. Such wage compensation shall include payments previously termed "longevity" and shall include payments for pension pickup as currently payrolled for all bargaining unit members.

Section 17.4. **Advanced Placement on Scale**. At the discretion of the Employer, a newly hired police officer may be placed at a wage step other than the entry level step. The step placement shall be made at the time of original appointment and no wage step adjustments shall be made at any other time. The new police officer shall then advance through the pay scale in accordance with Section 17.2. The following criteria shall be used by the Director of Public Safety for the placement of a new police officer at a wage step commensurate with these requirements:

Step Number	Item Number	
1	1.	A newly hired police officer without current certification.
2	2.	A newly hired police officer who has a minimum of six (6) months experience as a Dispatcher/Jailor with the Employer.
	3.	Completed required training and has passed the State of Ohio certification test and capable of being immediately certified as a police officer, or recertified with a maximum of eighty (80) hours of updated training.
3	4.	Complies with Item #3 and has less than one (1) year part-time or full-time experience as a police officer.
3	5.	Complies with Item #3, and has an associate's degree in criminal justice or law enforcement related program from an accredited college or university.
4	6.	Complies with Item #3, and has at least one (1) year but less than four (4) years of full-time experience as a police officer.
4	7.	Complies with Item #3, and has a bachelor's degree in criminal justice or law enforcement related program from an accredited college or university.
5	8.	Complies with Item #3, and has four (4) or more years of full-time experience as a police officer.

ARTICLE 18
HOURS OF WORK

Section 18.1. **Shift Designations**. The Chief of Police is responsible for the assignment of shift and duty assignments. The Chief may assign individuals to work hours as required to fulfill the

tasks of the department so long as such is done in accordance with the provisions of this Agreement where applicable. For the Patrol Division, except those on special assignment, the standard hours of work for the various uniformed shifts are as follows:

1st Shift 0600 – 1400 2nd Shift 1400 – 2200 3rd Shift 2200 - 0600

One swing shift may be added by the Chief of Police. Such shall occur after attaining increased staffing levels to adequately operate such a shift and discussion with the Union regarding related details.

All shift staffing shall be achieved for police officers by annual assignment except for the detective bureau, juvenile, DARE, school resource officer, K-9 Officer, and narcotics. Seniority shall be controlling in filling such positions or shift vacancies that occur within the year. For purposes of this section, these seniority rights shall extend to police officers with four (4) or more years of service with the Police Department as a police officer.

Section 18.2. **Shift Change Notice**. The Employer agrees that: 1) it will give three (3) days notice prior to any shift change; 2) when a shift is changed, the officers so assigned shall serve at least seven (7) days on a shift; and, 3) schedule changes will not be made solely for disciplinary purposes.

Section 18.3. **Shift Staffing**. Relatives and married couples are permitted to request to bid to the same shift. However, such same shift bid request may be denied at the discretion of the Chief.

ARTICLE 19
OVERTIME AND COURT TIME

Section 19.1. **Overtime**. All employees held over past the time for the end of their regularly scheduled shift on other than a Sunday or holiday shall be paid one and one-half (1 1/2) times the regular hourly rate of pay. For the purposes of this Agreement, any reference to the time period referred to as a Sunday commences at the start of the third shift on Saturday and ends at the start of the third shift on Sunday. The time period referred to as a holiday commences at the start of the third shift on the day preceding the holiday and ends at the start of the third shift on the date of the actual holiday. All employees held over past the time for the end of their regularly scheduled shift on a Sunday or holiday shall be paid two (2) times the regular hourly rate of pay.

Section 19.2. **Call-In Pay**. A call-in occurs when the employee is required to report to work prior to the scheduled time for the start of the employee's scheduled shift or when an employee is required to report back to work after completion of the employee's scheduled shift. All employees called in to work additional hours on a weekday, Saturday or non-holiday shall be paid one and one-half (1 1/2) times the regular hourly rate of pay for a minimum of three (3) hours. All employees called in to work additional hours on a Sunday or holiday shall be paid two (2) times the regular hourly rate of pay for a minimum of three (3) hours.

Section 19.3. **Compensatory Time**. Compensatory time earned as a result of overtime hours worked shall not be confused or combined with holiday compensatory time. Compensatory time shall be accumulated to a maximum accumulation of two hundred forty (240) hours and may be

utilized by taking four (4) continuous days off of scheduled duty days. After accumulation of two hundred forty (240) hours of accumulated compensatory time, all hours worked shall be paid in cash at current rate of overtime and holiday pay rates. Accumulated compensatory time, not to exceed two hundred forty (240) hours, other than holiday compensatory time, shall be paid in cash on the death or separation from employment. Any employee desiring to use such hours shall request the approval of supervision of such time off. The request shall be granted if supervision determines it is reasonable to do so in relation to the staffing requirements. However, with at least five (5) days notice, no more than one (1) employee shall be permitted to take compensatory time, regardless of whether it creates an overtime situation. For the term of this agreement, and notwithstanding the above and the five (5) days notice, compensatory time need not be approved if an overtime situation would result.

Section 19.4. **Court Time**. All employees who are required to appear in court or an administrative agency shall be paid one and one-half (1 1/2) times the regular hourly rate of pay for a minimum of three (3) hours as "court time." An employee who is required to appear at a proceeding in the morning and a different proceeding in the afternoon shall be entitled to a minimum of six (6) hours of court time at the applicable rate. Court time shall be paid only for those proceedings at which the employee is required to attend as a result of the employee's actions as a law enforcement officer no matter when such actions occurred. Court time shall not be paid to employees attending such proceedings during regularly scheduled working hours. If the employee attending such a proceeding is required to remain past the time for the end of the employee's shift, the employee shall be entitled to court time at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for each hour worked after the employee's scheduled shift. Court time shall include travel to and from the court.

Section 19.5. **Off-Duty Arrest**. An employee shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the regular rate of pay for an off-duty arrest.

Section 19.6. **Travel**. Employees shall be at their work sites, report-in location or headquarters by their shift starting time. Any employee who must begin work, appear in court, attend training, or transport prisoners at some location other than the employee's actual work location shall be compensated for travel time. In the event such travel is required and such travel occurs outside of the employee's normal work hours, the employee shall receive one and one-half (1 1/2) times the regular rate of pay for all hours spent in transit for those hours in excess of the regular scheduled workday. In the event such travel is required beyond one hundred (100) miles by automobile, the employee shall receive mileage payable at the Employer's standard rate according to current ordinance, if prior approval is granted by the shift supervisor.

Section 19.7. **Funeral Escort Pay**. All employees shall receive sixty-five dollars ($65.00), or the prevailing rate of other agencies within Summit County, for each and every funeral escort to which they are assigned. The funeral home shall pay the Employer for each funeral escort. The Finance Department shall pay the employee.

Section 19.8. **Extra Details**. All requests by private citizens, businesses and public entities, other than the Employer, to provide security for various functions must be approved by the Chief of Police, and then such extra details shall be first offered to members of the police officer and sergeant and lieutenant bargaining units. The Chief of Police or his designee shall post guidelines for these details and be responsible for arranging the scheduling and work

requirements for these details with the outside employer. An administrator of the outside employer may periodically change the schedule of the police officer if the manager signs a change in schedule form and a copy is forwarded to the office of the Chief of Police. Officers not complying with the posted extra detail guidelines may be subject to discipline as per the Barberton Police Rules and Regulations and the current OPBA bargaining agreement. (See Guidelines for Extra Details – Appendix D)

ARTICLE 20
OUT-OF-CLASSIFICATION PAY

Section 20.1. **Acting Sergeant**. The Employer agrees that the police officer with the most seniority shall be appointed Acting Sergeant at the rate assigned to the individual being replaced. No person will be assigned to Acting Sergeant when there is a Sergeant or Lieutenant on duty. Such Acting Sergeant shall have passed the most recent Civil Service examination for Sergeant. In the event there is not an available police officer eligible for Acting Sergeant, the Chief of Police, or designee, shall have the discretion to appoint a qualified police officer. The Employer shall make a reasonable effort to contact a sergeant or lieutenant prior to appointing a police officer.

ARTICLE 21
HOLIDAYS

Section 21.1. **Designated Holidays**. The following holidays are hereby established:

1. January 1st (New Year's Day)
2. Martin Luther King Day (Monday celebrated)
3. Third Monday in February (President's Day)
4. Friday before Easter (Good Friday)
5. Last Monday in May (Memorial Day)
6. July 4th (Independence Day)
7. First Monday in September (Labor Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Day after Thanksgiving
10. Day before Christmas (Christmas Eve)
11. December 25th (Christmas Day)
12. Day before New Year's (New Year's Eve)

Section 21.2. **Holiday Compensation**. All holidays will begin at the start of the third shift on the day preceding the holiday and will end at the start of the third shift the day of the holiday. All employees who work on a holiday shall be paid one and one-half (1 1/2) times the regular hourly rate of pay in addition to their normal wages as a time and one-half (1 1/2) holiday bonus or be credited with twelve (12) hours of holiday compensatory time. All employees called in to work on a holiday shall be paid two (2) times the regular hourly rate of pay for a minimum of three (3) hours. All employees held over past the time for the end of their regularly scheduled shift on a holiday shall be paid two (2) times the regular hourly rate of pay. If the holiday falls on an employee's day off, the employee shall earn eight (8) hours holiday compensatory time and select a substitute day off for the holiday utilizing the eight (8) hours of holiday compensatory time when staffing permits.

Section 21.3. **Holiday Compensatory Time Cash Out**. Bargaining unit employees will be permitted a one time payment up to eighty (80) hours of holiday compensatory time during the last calendar quarter of each year from accumulated hours earned before the date of the request for payment. Employees wishing to exercise this option shall provide the Finance Department with two (2) weeks notice. Notwithstanding the above, for the term of the 2011-2013 successor agreement only, the maximum cash out of holiday compensatory time in any calendar year shall be forty (40) hours.

ARTICLE 22
VACATION

Section 22.1. **Vacation Eligibility**. All bargaining unit members shall be entitled to vacation after they have completed twelve (12) months of service. Such employee shall then receive vacation according to the following schedule:

One (1) year through four (4) years service	2 Weeks
Five (5) years through nine (9) years service	3 Weeks
Ten (10) years through fourteen (14) years service	4 Weeks
Fifteen (15) years through nineteen (19) years service	5 Weeks
Twenty (20) years service and over	6 Weeks

Employees assigned to a 6/2 schedule, a "week" equals six (6) days. Employees assigned to 5/2 schedule, a "week" equals five (5) days.

If an employee makes a vacation step advancement on a date other than January 1, the employee may not use the additional hours received in that calendar year until after the employee's anniversary date.

Section 22.2. **Vacation Rules**. Vacation benefits are subject to the following computations and rules:

A. Entitlement of vacation and/or vacation pay shall be based on continuous service with the Employer and is applicable only to bargaining unit members. In computing service for vacation purposes, full credit shall be given for all service rendered in a probationary status, provided such member immediately after probationary status becomes an employee eligible to receive vacation.

B. Vacation periods for all classes of service shall not be cumulative, except as provided in Section 22.3, and shall be taken during the year earned or forfeited. In no event shall an employee be permitted to take in excess of six (6) weeks of vacation in any calendar year.

C. Periods of vacation by employees shall be so arranged by the Chief of Police so that the department shall at all times be adequately serviced by a sufficient number of employees. All scheduling shall be done so as to hold overtime hours to a minimum.

D. Insofar as possible, police officers and sergeants and lieutenants, having rank and seniority of service, shall be given preference as to vacation periods. However, during the course of vacation selections, no employee shall be permitted to schedule more than

three (3) consecutive weeks of vacation on the employee's first pick in any calendar year unless every employee within the group affected approves of same. Vacation shall not be scheduled except at the individual employee's discretion and shall not be involuntarily scheduled. In the event it becomes necessary due to an unforeseen depletion in staffing caused by accident or illness, cancellation of vacations will occur in order of reverse seniority and rank (i.e., least senior police officer first, then least senior sergeant, then least senior lieutenant, etc.). Vacations that are cancelled may be rescheduled or carried over into the subsequent year in addition to that as provided in Section 22.3.

E. Police officer vacation scheduling preference shall not be affected by any other bargaining unit's vacation scheduling prior to April 1. After April 1, the Employer may take into consideration the operational needs of the department in scheduling vacations. When scheduling vacations in patrol, one Blue Unit Member may be off per week on vacation if a supervisor is off on vacation that week. If no supervisor is scheduled off on vacation, two (2) Blue Unit Members may be scheduled off. No overlapping of a vacation day except for these two members will be scheduled.

Section 22.3. **Vacation Carryover**. All employees may carry over a maximum of five (5) days or six (6) days depending upon whether the employee is assigned to a 5/2 or 6/2 schedule from one (1) year to the next.

Section 22.4. **Vacation Bank**. All employees with twelve (12) or more years service may "bank" any amount of unused vacation leave up to a maximum accumulation of one hundred eight (108) days to be paid upon retirement.

Section 22.5. **Vacation Payout At Death**. In the case of death of an employee while still employed, unused vacation pay shall be paid to the employee's estate.

Section 22.6. **Ohio Revised Code**. This article is intended to modify Ohio Revised Code 9.44 except for credit for prior service.

ARTICLE 23
UNIFORM AND SAFETY EQUIPMENT PAYMENT
FITNESS PAYMENT

Section 23.1. **Uniform And Safety Equipment Payments.** Uniform and safety equipment payment shall be paid annually in a lump sum payment of one thousand two hundred and fifty dollars ($1,250.00). However, such payment shall be prorated for any employee who has been a non-probationary employee for less than one (1) year. Such payment shall be issued via a separate direct deposit the first pay period in April of every year. Such payment shall serve as sole payment to the non-probationary employee for maintenance and replacement of the department's standard issue of uniforms and safety equipment items. Any new items added to the uniform policy shall be issued by the Employer and thereafter maintained with the uniform and safety equipment payment.

Notwithstanding the above, the parties agree that the uniform and equipment allowance for calendar year 2011 shall be eight hundred and fifty dollars ($850.00), payable in February.

Section 23.2. **Proration - Upon Termination of or Retirement From Service**. If an Officer should terminate or retire from employment with the Employer, the Employer shall deduct from such employee's final paycheck a sum equal to:

$1,250.00 or $850 as applicable x the number of full months remaining in the year divided by 12.

ARTICLE 24
EDUCATIONAL BENEFITS/INCENTIVES

Section 24.1. **Educational Benefits**. The Employer will reimburse the entire cost of necessary charges for admission fees, textbooks and tuition to any employee who successfully completes a course in a two (2) year, four (4) year, or graduate program in public administration or criminal justice at either the University of Akron or Kent State University, or other accredited institution of standing and comparable tuition costs. Such reimbursement shall be contingent upon the employee receiving a grade of "C" or better.

Section 24.2. **Required Documentation For Payment**. An employee claiming this benefit must submit evidence to the Employer that the charges and textbooks were required for a course in one (1) of the above-described programs. In addition, a paid receipt shall also be submitted showing payment in full for the charges and evidence that the employee has successfully completed the course for which the charges were required. The Employer shall not reimburse the employee for charges for which the employee is entitled to reimbursement from any other entity. In addition, the employee must provide the Chief of Police advance written notice by October 1 of the preceding calendar year of the employee's intent to enroll. Failure to provide proper written notice shall relieve the Employer of its obligation to reimburse the employee.

Section 24.3. Notwithstanding Sections 24.1 and 24.2 above, the parties agree that any reimbursement of educational expenses is waived for the term of the 2011-2013 successor agreement.

ARTICLE 25
LIFE INSURANCE

Section 25.1. **Death Benefit**. All members of the bargaining unit shall be covered by a fifty thousand dollar ($50,000.00) life insurance benefit, fully paid by the Employer. All members of the bargaining unit shall be permitted to purchase an additional amount of coverage as available through, and allowed by, the Employer's life insurance carrier. Such premiums may be paid by payroll deduction at the group rates for this life insurance coverage.

Section 25.2. **Eligibility**. An employee is eligible for life insurance after ninety (90) days service; if the employee does not apply for group insurance within ninety (90) days, the insurance company may require a physical examination.

Section 25.3. **Retiree Coverage**. Any employee who retires prior to December 30, 2013, will continue to be covered at the face amount in existence at the time of the employee's retirement, at the Employer's expense. Upon reaching seventy (70) years of age, the face amount for the retiree is reduced by half, and the retiree loses the double indemnity provision. No retiree coverage shall be provided to employees retiring on or after December 30, 2013.

Section 25.4. Coverage Continuation. An employee who leaves the Employer's service by discharge or layoff can continue such insurance policy directly with the insurance company as an individual, but will have to pay a rate set by the insurance company and must convert the policy within thirty (30) days from the last day of service with the Employer.

ARTICLE 26
MEDICAL INSURANCE

Section 26.1. Coverage And Premium. Upon the first day of the month following the completion of one (1) month of service, medical, dental, vision and prescription coverage shall apply to full-time employees, their spouses and eligible dependents. The Employer will offer to bargaining unit employees a medical plan including prescription, dental, and vision coverage through a group plan. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization, consistent with the provisions of Sections 26.3 and 26.4 herein. Additional changes to the plan and benefit levels may be made as selected through the insurance committee as provided under the terms of this article.

Section 26.2. Employee Contribution and Cost Sharing. Effective with this Agreement, the Employer and participating employees shall contribute the following base monthly amounts for coverage under the Employer's insurance plan:

Base Monthly Contributions:	Employer	Employee	Total Contribution
Single Contribution	$583.49	$108.33	$ 691.82
Family Contribution	$1057.68	$195.00	$ 1,252.68

Plan contributions will not increase for calendar year 2011. Should the plan costs for 2012 exceed the total base monthly contribution amounts set forth above, the Employer agrees to absorb up to an additional fifty dollars ($50.00) for single coverage and up to an additional one hundred dollars ($100.00) for family coverage; any additional costs for coverage in 2012 above $741.82 for single coverage and $1,352.68 for family coverage shall be split equally between the Employer and employee.

Commencing in January 2013, any costs above the 2012 total contribution amounts shall be shared equally with the Employer contributing fifty percent (50%) and the employee contributing fifty percent (50%) of such additional (excess) cost in order to continue participation.

The Employer will continue to provide a Section 125 plan in order to make said deductions pre-tax.

Section 26.3. Administration. The Union acknowledges the Employer's right to seek and secure insurance carriers that most efficiently provide economical service. The Union agrees that the City may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management

representatives of the Employer equivalent to the total number of city bargaining unit representatives participating. The insurance committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote.

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

A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 2 of this article to the parties; or

B. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan; or

C. To change the plan and/or alter the benefit levels and to reduce or minimize the increase in the cost of the plan above the levels set forth in Section 2 of this article, pass that increase along to the parties.

Section 26.4. Committee Recommendations. Recommendations of the committee cannot be unilaterally changed by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by November 1 for the following plan year, the City may unilaterally adjust the plan and benefit levels as required to stay within the total base contribution costs set forth in Section 2.

Section 26.5. Retiree Coverage. The Employer shall provide retirees of the Barberton Police Department who have retired prior to December 30, 2013, reimbursement for any health insurance deductibles paid by the retiree as the result of coverage as provided by the Police and Firemen's Pension and Disability Fund (PFPDF), or any other bonafide health insurance provider. Said reimbursement, regardless of the amount of deductible imposed by the health care provider, shall not exceed in any calendar year five hundred dollars ($500.00) for single coverage or seven hundred fifty dollars ($750.00) for family coverage. The retiree shall provide the Finance Director with the necessary documentation as provided by the insurance carrier indicating they are the primary insured on the policy and the amount of deductible incurred and paid.

Section 26.6. Adult Dependent (Age 26-28) Coverage/Premium Rates. The coverage costs and formula contained in the forgoing sections does not include costs associated with Adult Dependent (Age 26-28) Coverage. Those costs shall be covered by this section. Any adult dependents age 26-28 who by law are permitted to participate in the City's plan shall be assessed a separate premium for coverage under the City's plan. That premium shall be established by the Employer.

Section 26.7. Spousal Coverage/Carve-Out. The parties recognize and agree that the insurance committee may adopt a spousal carve out provision as a means of managing plan costs.

ARTICLE 27
PROBATIONARY PERIOD

Section 27.1. **Probationary Period**. Newly hired employees or existing City of Barberton employees who enter the bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer as a police officer and shall continue for a period of up to one (1) calendar year, except that if the newly hired employee is not a certified police officer, the probationary period shall be eighteen (18) months. Such probationary employee may be terminated any time during the probationary period and shall have no right to appeal the termination. Upon mutual agreement between the Union, the affected individual, and the Employer, the probationary period may be extended. This section is intended to modify Ohio Revised Code 124.27.

ARTICLE 28
PROFESSIONAL LIABILITY

Section 28.1. **Public Release Of Information**. In the event an employee is involved in any incident concerning the use of firearms or where an allegation of brutality is made against the employee, and such incident or allegation is related to the employee's law enforcement duties, the officer's identity shall not be announced to the public until the investigation is completed.

Section 28.2. **Suit**. No department regulation shall prohibit an employee from bringing suit arising out of the employee's duties as a law enforcement officer.

Section 28.3. **Liability Insurance**. The Employer will cover each employee with professional liability insurance. The coverage limits for each employee will provide a minimum of two hundred fifty thousand dollars ($250,000.00) per incident and five hundred thousand dollars ($500,000.00) aggregate.

ARTICLE 29
SICK LEAVE

Section 29.1. **Sick Leave**. This section is intended to modify Ohio Revised Code 124.38 and 124.39.

Section 29.2. **Accrual**. All bargaining unit employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked or compensated, and shall accumulate without limit.

Section 29.3. **Definition/Usage**. Sick leave may be used by an employee for only the following reasons:

A. illness, injury or pregnancy-related condition of the employee;

B. exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees;

C. examination of the employee, including medical, psychological, dental or optical examination;

D. illness, injury, pregnancy-related condition, or post-partum condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;

E. examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family member where the employee's presence is reasonably necessary.

Section 29.4. **Reporting Procedure/Documentation**. An employee who is absent on sick leave shall report such absence to the employee's supervisor. Such report shall occur as soon as possible but in no event later than one (1) hour before the start of the employee's shift each day the absence will occur. The employee shall state the employee's name, reason for absence and the expected length of absence. Before an absence may be charged against accumulated sick leave, the Chief of Police may require satisfactory proof of illness, injury, or death. In any event, an employee absent for more than three (3) consecutive scheduled workdays must supply a physician's report to be eligible for paid sick leave.

Section 29.5. **Abuse and Discipline**. Any abuse of sick leave or the patterned use of such leave shall be sufficient cause for discipline.

The Director of Public Safety may require the employee to be examined by a physician designated, scheduled, and paid for by the Employer, or require a report from the employee's personal physician to be eligible for paid sick leave. If, upon direction of the Director of Public Safety, the employee fails to submit written proof of illness, injury, or death, or the employee fails to submit to a medical examination at the cost of the Employer, or documentation or proof as is submitted and attained through examination is insufficient to justify the employee's absence, such leave may be considered an unauthorized leave and discipline imposed. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 29.6. **Employer Required Examination**. If the Employer has a reasonable basis, based on job conduct, for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or that he poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. This includes but is not limited to situations where an employee has been absent due to personal illness or injury for more than two (2) consecutive work days or more than five (5) days in an eight (8) week period; the Employer prior to and as a condition of the employee's return to duty may require an examination under this section.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

Section 29.7. **Immediate Family Defined**. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined as the employee's spouse, children, stepchildren, grandchildren, parents, or foster children.

Section 29.8. **Sick Leave Cash Out**. Employees who have a minimum of nineteen (19) days of accumulated sick leave as of the first pay of October may, at the employee's option, sell back to the Employer four (4) days of accumulated sick leave and be compensated for thirty-two (32) hours of pay at the employee's regular hourly rate. A one time pay out shall occur in the last quarter of the calendar year from hours earned prior to the date of the request for payment. The Finance Director shall deduct the amount of sick leave sold back from the account of the employee. Employees wishing to exercise this option shall provide the Finance Department with two weeks notice.

ARTICLE 30
PERSONAL LEAVE

Section 30.1. A bargaining unit member may use two (2) restricted days of leave and one (1) unrestricted day of leave per year for personal reasons, without deduction of any other accrued leaves. The restricted personal days shall not be scheduled under conditions that create overtime and must be approved in advance by a supervisor. Once said scheduled personal day has been approved, such approval shall not be revoked. The unrestricted personal day shall only require one (1) hour notice to the employee's supervisor. Unrestricted personal days are limited to one (1) officer per shift. When scheduling personal leave days, such requests shall be granted to the employee first requesting.

ARTICLE 31
BEREAVEMENT LEAVE

Section 31.1. An employee may be off work with pay up to a maximum of three (3) days for the death of a member of the employee's family as herein defined. The employee's family, for bereavement leave purposes, is defined as follows: mother-in-law, father-in-law, grandparents, spousal grandparents, grandchildren, brother, sister, and stepparents. For the death of a spouse, parent, child, stepchild or a foster child who lives in the home, the maximum shall be five (5) days of leave. The maximum leave to be taken for the death of a brother-in-law or sister-in-law shall be one (1) day. Funeral leave shall be used without reduction in sick leave.

In order to receive payment for bereavement leave, the employee must have been scheduled for work on the date or dates for which the employee requests payment, and if more than one (1) day is claimed (up to the maximum allowed), the time must be continuous and include the date of the funeral. The Chief of Police may authorize additional sick leave for an out-of-state funeral for the employee to attend the funeral of a close friend or relative not defined above.

ARTICLE 32
JURY DUTY

Section 32.1. Employees shall receive paid jury duty leave under the following conditions:

A. The employee will notify his/her immediate supervisor within seventy-two (72) hours of receiving the notice to appear for jury duty.

B. The employee will be assigned to first shift for the period of his/her jury duty service. The Employer retains the right to temporarily assign another bargaining unit member to cover for the temporary jury duty transfer.

C. Any compensation for jury duty need not be remitted to the Employer.

D. Where there is less than one (1) hour of work time remaining on an employee's scheduled work day, the employee need not report back to work when released from jury duty.

ARTICLE 33
FAMILY AND MEDICAL LEAVE

Section 33.1. The Employer agrees to comply with the Family Medical Leave Act of 1993 and any amendments thereto. Any leave taken by an eligible employee, whether paid or unpaid, shall be applied against the employee's leave entitlement.

Section 33.2. Seniority While on Leave. Employees shall not lose seniority during FMLA leave.

Section 33.3. Certification of Need for Leave/Return to Duty. An employee requesting FMLA leave must provide the Employer with a written certification by a physician on a form provided by the Employer. An employee returning to work after FMLA leave for the employee's serious health condition or pregnancy must provide the Employer with a written certification by a physician that the employee is able to return to work.

ARTICLE 34
MILITARY LEAVE

Section 34.1. Preemption. This article is intended to preempt Ohio Revised Code 5923.05.

Section 34.2. Training. An employee who is a member of any United States Military Reserve or National Guard unit and is required to engage in annual training exercises shall be paid the difference between the employee's regular wages and the compensation from the military unit for up to one hundred seventy six (176) hours per year. Additional time may be granted subject to prior approval by the Director of Human Resources. If such leave is granted, the Employer shall only be obligated to pay the difference between the employee's military pay and the employee's regular pay.

Section 34.3. Active Duty. An employee who is a member of any United States Military Reserve or National Guard unit and is called to active duty shall receive the difference between the employee's regular wages and the compensation from the military unit for up to one hundred seventy six (176) hours per year. The City shall continue medical benefits for any of the employee's dependents for six (6) months.

ARTICLE 35
INJURY LEAVE

Section 35.1. **Injury Benefit**. All bargaining unit members who are injured or incapacitated in the scope and performance of their duties or work and are entitled to workers' compensation insurance shall be entitled the employee's regular rate of compensation without reduction in sick leave status, if and only if said injury or incapacitation is reported to management prior to the completion of the employee's shift or at the first available opportunity. Said injury shall be readily ascertainable and of such a nature to prevent the employee from engaging in the duties of his employment. Said employee shall receive benefits as stated above for a six (6) month period computed on a calendar month basis. The Employer reserves the right to subrogate against the employee for any payment made by a third party or uninsured/underinsured coverage. Such amount shall not be reduced by attorney fees or partial settlement. Said period shall begin on the date of injury. Said employee shall provide medical certification of the disablement before entitlement. The Finance Director shall be charged with the compliance of the provisions of this regulation.

Section 35.2. **Benefit Period**. Upon the exhaustion of the six (6) month period above, the employee shall have the option to use accrued sick leave or of relying solely upon workers' compensation weekly benefits. Should the employee retire under the disability provisions of the PFPDF, such sick days shall be reinstated for the purposes of severance as provided in this Agreement. Should an employee rely solely upon workers' compensation weekly benefits, or upon the exhaustion of any accrued sick leave, the employee's continuous service and seniority shall continue.

Section 35.3. **Workers Compensation**. On-duty injuries shall be handled in accordance with the present rules and regulations set up under the Ohio workers' compensation laws and provisions of the PFPDF. All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report on a form furnished by the Employer. No matter how slight the incident, all such injuries should be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged by the Employer. The Employer shall provide assistance to employees in filling out all necessary forms when requested with copies of accident and physician reports attached.

Section 35.4. **Workers' Compensation Representation**. If an employee-claimant or the employee's designated representative is scheduled to work on a date when (1) a workers' compensation hearing or appeal is scheduled to be heard, or (2) the employee's presence is required before the Bureau of Workers' Compensation or Industrial Commission for the filing or processing of any claim needed to satisfy a time limit as prescribed by law, and the employee is unable to change either the date of such hearing or time limit, the employee or the employee's representative shall be released from duty to perform same without loss of pay, provided a reasonable effort to reschedule such action off-duty has been made. This provision shall not include any appeal filed by the employee or the employee's representative in a court of law beyond the Ohio Industrial Commission.

ARTICLE 36
WORK RULES, POLICIES, AND REGULATIONS

Section 36.1. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 36.2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

Section 36.3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this agreement.

ARTICLE 37
SEVERANCE AND RETIREMENT BENEFITS

Section 37.1. **City Severance**. All bargaining unit members shall be granted severance pay upon retirement. "Retirement," as used in this section, is defined as: a break in service with the Employer; the employee has met the criteria of the PFPDF for retirement; and, the employee is eligible to receive retirement benefits at the time of the break in service. The amount of allowable days of severance pay shall be computed as follows: one and eight tenths (1.8) days per completed year of service with the City of Barberton shall be granted, plus the employee's accumulated sick leave maximum at the time of retirement. In no event shall more than one-hundred (100) days of accumulated sick time be allowed in computed severance pay of an employee. The total of these two (2) figures represents the total amount of days that an employee is entitled to for the purpose of computing severance pay.

(Severance Days + Sick Leave Days)**
x Eight (8) Hours

= Total Hours Payable
x Employee's Hourly Rate At Retirement

= Total Severance Payable

** Sick Leave days Max at 100, Service Days = Total Seniority times 1.8.

EXAMPLE: Employee "A" is entitled to one hundred forty-five (145) days for purposes of computing his severance pay. (145 x 8) x ($ 24.86) = $ 28,837.60.

Section 37.2. **Severance At Death**. In case of the death of an employee, which death occurs during that employee's tenure, the employee's spouse, or if no spouse, the employee's estate, shall receive an amount of money equal to that amount which the employee would have received had

the employee retired on the date of said employee's death, and had the employee retired under PFPDF. Said amount of money shall be computed in the same manner as severance pay is computed for an employee retiring under a recognized retirement system. All limitations that would apply to an employee eligible for severance pay will be applicable in determining the amount to be paid to the employee's surviving spouse or to the employee's estate should there be no surviving spouse.

Section 37.3. **One-Time Benefit**. Severance pay shall be allowed to the same employee only once. Should an employee retire and receive severance pay, and then be re-employed by the Employer, that employee shall not again be eligible for another severance pay when that employee retires. Further, the re-employed employee's spouse or estate shall not be entitled to any amount of money as provided in this article should that employee die while employed by the Employer. Severance pay shall not be granted to an employee that is fired or that voluntarily terminates employment with the Employer.

Section 37.4. **Severance Payment Due Date**. Severance pay shall be paid by the Finance Director on the date that the employee's retirement becomes effective, provided that the employee notifies the Finance Director at least ten (10) days prior to that date.

ARTICLE 38
DRUG TESTING

Section 38.1. **Drug Testing**. If put in place for all other City employees, all members of the bargaining unit shall be subject to random drug testing as provided by the Employer. In any given year, 25% of the Employer's workforce will be randomly tested. Such testing shall be conducted in accordance with the City's drug testing policy.

ARTICLE 39
DURATION

Section 39.1. **Term**. This Agreement shall be effective May 23, 2011, to and including December 31, 2013, shall continue on a year-to-year basis thereafter, unless within ninety (90) days prior to the termination date either party desires to renegotiate or terminate the Agreement. The covenants and agreements herein contained shall bind and ensure to the benefit of the parties and their representatives, successors and assigns.

Section 40.2. In Witness Whereof, the City of Barberton has caused this Agreement to be executed by its Mayor and the Union has caused this Agreement to be executed by its local and Staff Representatives this _____ day of _____, pursuant to authority granted by the Council of the City of Barberton, Ohio.

FOR THE CITY OF BARBERTON

Bob Genet, Mayor

Lisa Miller, Director of Law

Ray Todd, Director of Public Safety

Chief of Police

FOR THE OPBA POLICE OFFICER BARGAINING UNIT

OPBA Attorney

APPENDIX A
TIMELINESS EXTENSION FORM

The Employer and Union hereby waive the timeliness provisions set forth in Article 10 of the Collective Bargaining Agreement in regards to the grievance filed on _____ by _____.

Such waiver shall remain in effect until _____, at which time Step ___ shall be invoked or the grievance withdrawn with prejudice.

FOR THE EMPLOYER

_____

Dated_____

FOR THE UNION

_____

Dated_____

APPENDIX B
GRIEVANCE REPORT FORM

A COPY OF THIS FORM MUST BE SENT TO THE UNION IMMEDIATELY

Date And Time Staff Representative Notified _____
Name Of Grievant _____ ID No._____ Rank _____
Assignment _____ Shift_____ Date Of Appointment _____
Supervisor At Time Of Incident_____
OPBA Representative_____

Grievance First
Discussed With _____
Supervisor

Meeting Date _____ Time_____ Place_____

STEP ONE

Statement Of Grievance (Give time, dates, who, what, when, where, why):

_____
_____
_____
_____
_____
_____

Article And Section Numbers Of Contract Violations_____
_____

Remedy Requested

_____
_____
_____
_____
_____

Grievant's Signature_____ Date_____

Received By_____ Date/Time_____
Patrol/Detective Commander

STEP ONE RESPONSE

_____
_____
_____
_____
_____
_____
_____

Patrol/Detective Commander's Signature_____Date/Time_____

STEP ONE ANSWER IS:

Accepted_____Rejected_____
Grievant's Signature_____Date_____

STEP TWO

Received By_____Date/Time_____
Chief Of Police

Meeting Date_____Time_____Place_____

STEP TWO RESPONSE

_____
_____
_____
_____
_____
_____
_____

Chief of Police's Signature _____Date_____

STEP TWO ANSWER IS:

Accepted_____Rejected_____
Grievant's Signature_____Date_____

STEP THREE

Received By _____ Date_____
Director Of Human Resources

Meeting Date_____ Time_____ Place_____

STEP THREE RESPONSE

_____
_____
_____
_____
_____
_____

Director Of Human Resource's Signature_____ Date_____

STEP THREE ANSWER IS:

Accepted_____ Rejected_____
Grievant's Signature_____ Date_____

Referred To OPBA Representative: Yes_____ No_____
Date Referred_____
Approved_____ Disapproved_____

By OPBA Representative_____
(Signature)

STEP FOUR - ARBITRATION

Notice Served For Arbitration_____
(Name And Title) Date_____

Arbitration Notice Received_____
(Name And Title) Date_____

Grievant_____ Supervisor_____

APPENDIX C
WAIVER OF REPRESENTATIVE

I, _____(please print name), hereby acknowledge that I have been advised of my rights as they pertain to impending disciplinary action that may be taken against me, and that I hereby execute this waiver of my own free will absent any coercion by anyone involved.

I unqualifiedly waive my right to representation by the Union and will hold them harmless and without responsibility to any resultant action that may or may not result from my decision to secure outside legal counsel or in representing myself before my Employer in this action.

_____
Signature

Signed this_____day of_____, 20___ .

Witnessed By:

_____

_____

APPENDIX-D
EXTRA JOB DETAIL GUIDELINES
ADOPTED: October 17, 2007

1. These guidelines will cover all Non-City and Non-AMHA extra job details.

2. LIMITATIONS on the number of signups, if needed, will be set to ensure everyone has an opportunity to sign up to work the extra detail.

3. A date, on when an officer may sign again, will be set on all schedules that have restricted sign-ups. The officer is to date any additional sign-ups.

4. No white out is to be used. If an officer signs up and is unable to work the job, draw a single line through your name and write in the replacement.

5. Giant Eagle will be a 4-week schedule with a limitation of 4 sign-ups per schedule.

6. When you sign up to work an extra detail, it is your responsibility to show up and work the detail or find a replacement

7. Changes in the schedule originally posted by the employer must be made on a change of schedule form signed by an administrator of the outside employer and a copy filed in the chief's office.

SIDE LETTER OF AGREEMENT
PERSONAL LEAVE

This Side Letter of Agreement is entered into by and between the City of Barberton and the Ohio Patrolmen's Benevolent Association (all bargaining units) and shall be effective commencing May 23, 2011, and shall terminate December 31, 2011.

Notwithstanding the provisions of Article 30, Personal Leave, a bargaining unit member employed on or before January 1, 2011, shall be eligible for two (2) additional restricted personal days, without deduction of any other accrued leaves, for calendar year 2011. These restricted personal days shall not be scheduled under conditions that create overtime and must be approved in advance by a supervisor. If these personal days are not used in calendar year 2011, they shall be lost.

SIDE LETTER OF AGREEMENT
UNIT ASSIGNMENTS

The City of Barberton and the OPBA have engaged in numerous discussions over Section 1.2, formerly titled Unit Assignments, of the labor agreement.

The OPBA does not want the City to use reserve sworn officers to work traditional beats in the place of full time officers. The City agrees that reserve officers when working a beat in a patrol car will only be used to supplement the beat car.

The OPBA does not want the City to use reserve officers to substitute for full-time officers where traditionally full-time officers were hired by the City at overtime rates. Examples would be parades and fireworks. The City agrees that reserve officers will not take the place of full-time officers at these events, but will use reserve officers at these events to supplement the normal compliment of full-time officers.

The City wants to use reserve officers working by themselves for a variety of functions as indicated in 1.2. The OPBA agrees that they may do so.

MEMORANDUM OF UNDERSTANDING
TERMINATION OF RETIREE BENEFITS

This Memorandum of Understanding is entered into by and between the City of Barberton and the Ohio Patrolmen's Benevolent Association (Blue and Gold bargaining units), and shall be effective commencing May 23, 2011, and shall terminate without extension or renewal at midnight on November 1, 2013.

1. Notwithstanding the provisions of Sections 24.3 and 25.5 (Blue Unit) and Sections 25.3 and 26.5 (Gold Unit), of the 2011-2013 collective bargaining agreements, any bargaining unit member employed as of January 1, 2011, who elects to retire on December 31, 2013 rather than on or before December 30, 2013, shall be eligible for the Retiree Benefits set forth in the above referenced sections provided that the employee notifies the City, in writing, of the intent to retire not later than November 1, 2013. Such notice of intent to retire shall be submitted to the Chief of Police and the Safety/HR Director.

2. Further, the parties understand and agree, that the retiree benefits referenced in the above-cited sections shall be deemed extinguished as of midnight on December 30, 2013, without renewal, extension, or continuation as the "status quo ante," except that any employee meeting and following the criteria set forth in Section 2 herein shall also be considered to be eligible as if he had retired on December 30, 2013.

FOR THE EMPLOYER **FOR THE UNION**

_____ _____

Date _____