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AN AGREEMENT

between

THE CITY OF CHARDON, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SERGEANTS)

Effective: April 11, 2011

Expires: April 6, 2014

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by, and between, the City of Chardon, Ohio, hereinafter referred to as the "Employer" and Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union."

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now enters into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment
- 2) to promote fair and reasonable working conditions
- 3) to promote individual efficiency and service to the citizens of the City of Chardon, Ohio
- 4) to avoid interruption or interference with the efficient operations of the Employer's business
- 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion

ARTICLE III

RECOGNITION

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

ARTICLE IV

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, laid off or discharged;
- 3) determine the qualifications of employees covered by this Agreement;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all reasonable rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;

14) terminate or eliminate all or any part of its work or facilities.

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

#### ARTICLE V

#### NO STRIKE

5.01 No employee shall engage in any concerted work stoppage, slowdown, sick-out, wildcat strike, or other job action designed to impair or impede the functions of the Employer.

5.02 Any officer or trustee of the Union, upon notice from the Employer of such job action, shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

5.03 The Employer shall not lock out any member of the bargaining unit.

#### ARTICLE VI

#### DUES DEDUCTIONS

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

6.02 Upon written authorization of a majority of the bargaining unit, all employees who are covered by this Agreement, and have not become Union members, shall pay a "fair share fee" not to exceed the Union's regular monthly dues. For this clause to be effective, a majority of the bargaining unit must have union dues deducted by the Employer.

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

6.04 A check in the amount of the total dues or fee deduction shall be tendered to the OPBA within thirty (30) days from the date of making said deductions.

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

ARTICLE VII NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

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

ARTICLE VIII PROBATIONARY PERIOD

8.01 All newly hired full-time police officers shall have previous OPOTC certification and shall serve a 12 month probationary period. During such period, the Employer shall have the sole discretion to discipline, terminate or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

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

8.03 If a newly hired employee is terminated, discharged, or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

8.04 Any newly hired or promoted employee shall be notified in writing, within five (5) working days after the end of the probationary period, regarding the status of his/her employment.

ARTICLE IX

BULLETIN BOARDS

9.01 The Employer shall provide the Union with bulletin board space located in the Police Department. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 9.02, below.

9.02 No notices, memorandums, posters or other forms of communication (containing any defamatory, political [except Union election notices], controversial material or any material critical of the Employer or any employee of the Employer) will be posted on the bulletin boards. The Union shall supply one copy of each such posted material to the Chief of Police prior to the posting of such material.

ARTICLE X

UNION REPRESENTATION

10.01 Any employee in the bargaining unit has a right to have the Union representative (or his designee) present at any meeting in which disciplinary action is being taken against that employee.

ARTICLE XI

LABOR MANAGEMENT COMMITTEE

11.01 To provide for a means of better communication and understanding between the Union and Employer, a Labor Management Committee will be established.

- 1) The Committee will consist of no more than three (3) representatives of the Union and not more than three (3) Employer representatives.
- 2) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern, and to make recommendations to the Union and Employer.
- 3) Meetings will be held at a time mutually convenient to the parties.
- 4) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion topics.
- 5) The President of the Union will notify the Chief of Police as to the association's representatives.

- 6) Within sixty (60) days after the signing of this Agreement, the Committee shall be established.

## ARTICLE XII

## PERSONNEL FILES AND POLICY

12.01 Understanding that in the administration of the Police Department the Employer maintains individual personnel files, the employees may, on at least a semi-annual basis, be permitted to review their personnel files upon at least a five (5) day advance written request. Employee personnel files shall be maintained by the City Manager or his designee.

12.02 Should an employee, upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employees file so long as the negative material remains.

12.03 Written reprimands will be removed from the file upon the request of the employee, two (2) years after such reprimand was given if no other disciplinary action has occurred.

12.04 Except in actions to terminate employment, records of disciplinary action resulting in a suspension of up to three (3) days shall cease to have force and effect or be considered in future discipline matters three (3) years after the effective date of the suspension, providing there have been no intervening disciplinary actions.

12.05 Except in actions to terminate employment, records of disciplinary action resulting in a suspension of more than three (3) days shall cease to have force and effect or be considered in future discipline matters five (5) years after the effective date of the suspension, providing there have been no intervening disciplinary actions.

12.06 When requested by an employee, records of disciplinary actions and all related documents, no longer having force and effect (as specified in sections 12.03, 12.04, and 12.05), shall be removed from the employee's personnel file and maintained in a limited access file. This limited access file shall be utilized only for administrative purposes, such as responses and defense to actions filed in any court or administrative agency by the employee or by a third party and public records requests, but in any case shall not be utilized in relation to any decision regarding discipline. Section 12.06 applies to all disciplinary records whenever placed in the employee's personnel file.

ARTICLE XIII

SENIORITY

13.01 Employees shall, when practical, be granted a preference in selecting days off for holidays and vacations, and for lay-off and recall.

13.02 Seniority shall commence on the employee's swearing-in date as a full-time Sergeant with the Employer.

13.03 Should two (2) or more employees be sworn-in on the same date, the employee with the highest test score on the entrance exam shall be the most senior.

ARTICLE XIV

SICK LEAVE

14.01 Sick leave shall be defined as an absence with pay necessitated by:

- 1) illness or injury to the employee;
- 2) exposure by the employee to a contagious disease communicable to other employees; and/or
- 3) serious illness, injury or death of the employee's spouse, children or parents, where the presence of the employee is reasonably necessary.

14.02 All employees shall earn sick leave at the rate of ten (10) hours per month and may accumulate such sick leave to an unlimited amount.

14.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore as soon as possible but at least three (3) hours before the start of his work shift each day he is to be absent.

14.04 Sick leave may be used in segments of not less than one-quarter (1/4) hour increments.

14.05 When sick leave abuse may be indicated, before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) consecutive tours of duty must supply a physician's report to be eligible for paid sick leave.

14.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of

medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

14.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

14.08 The Department Head may require an employee who has been absent due to serious personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

14.09 Sick leave usage due to the illness or injury of an employee's spouse and/or child requiring the presence of the employee is limited to eighty (80) hours in a calendar year unless additional sick leave for this purpose is authorized by the City Manager. In instances of immediate medical emergencies involving the employee's parent, the employee may use sick leave up to a maximum of forty (40) hours in a calendar year. Where such additional leave beyond the 80 hours noted above is authorized and the absence qualifies for Family and Medical Leave, the additional sick leave will be substituted for unpaid Family and Medical Leave.

14.10 Upon the retirement of an employee, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred (600) hours.

14.11 Pursuant to the following conditions, employees may be entitled to voluntarily contribute earned, but unused accumulated sick leave for the use of another Police Department employee who has filed a written emergency request for voluntary sick leave contributions. Employees requesting the contributions must exhaust his/her own sick leave, vacation, and personal leave time due to serious illness or injury prior to receiving any contributions. In addition, the illness or injury must cause the employee to be absent from work for at least forty (40) consecutive hours.

- 1) Prior to requesting sick leave contributions from fellow employees, the affected employee must first obtain written approval from the City Manager. The City Manager's decision is final and not subject to appeal.

- 2) The maximum amount an employee may receive in sick leave contributions for any one incident is two hundred forty (240) hours.
- 3) Any Police Department employee may contribute up to a maximum of forty (40) hours of earned, but unused accumulated sick leave to the requesting employee, but must retain at least two hundred (200) hours after any contribution. Any employee so contributing shall have such contributed time deducted from his/her sick time balance.
- 4) Any contribution agreement must be in writing and signed by the contributing employee and subject for final approval by the City. A copy of the agreement shall be placed into the employee's personnel file. All time pledged is considered donated.
- 5) Any emergency contributions not used by the requesting employee shall be proportionately returned to all employees who voluntarily contributed to the requesting employee's emergency bank. No donating member may receive time back greater than what was donated.

14.12 The City Manager reserves the right, if in his discretion physical problems appear to interfere with the performance of the employee, to require an employee to submit to a physical examination by a doctor of the Employer's choice, the cost of the physical examination to be at the Employer's expense. At a minimum, each employee may be required to submit to an annual physical by a doctor of the Employer's choice, the cost of the physical examination to be at the Employer's expense.

ARTICLE XV

VACATIONS

15.01 All employees shall be entitled to paid vacations in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Weeks</u>
After one (1) year, through five (5) years	2
After five (5) years, through twelve (12) years	3
After twelve (12) years, through eighteen (18) years	4
After eighteen (18) years	5

15.02 A regular full-time employee may carry over a maximum of eighty (80) hours of vacation from one year to the next, with prior approval of the Manager. For the purpose of determining vacation time off, the probationary period shall be included with

the regular status in the computation of continuous service. Vacations shall be scheduled by department or division heads for their employees, subject to approval by the Manager. An employee terminating service shall be entitled to payment for accrued but unused vacation leave unless termination is by dismissal for cause or without two (2) weeks advance notice, in which case accrued vacation pay shall be forfeited. Vacation leave accrues only at the end of each full year of service and shall not be pro-rated for a partial year of service.

15.03 At the discretion of the City Manager, an employee earning more than one (1) week of vacation leave per year may work in lieu of up to one-half (1/2) of his earned vacation for that calendar year. Such employee shall be compensated at his regular rate in addition to his vacation leave pay.

15.04 The Employer agrees to be responsible for securing any leave replacements for future work schedules, in advance of any currently posted operating schedule, provided the employees submit their leave requests through proper channels, at least seventy-two (72) hours prior to any regularly scheduled, monthly Part-Time Police Officers meeting.

15.05 The Employer reserves the right to deny approval for any leave request if (when attempting to secure those leave replacements as described above) no replacement can be scheduled. Employees agree to be responsible for securing their own work replacement(s) for any leave requested on any current month's schedule, excluding personal/family illness or bereavement leave.

15.06 Employees in the bargaining unit may request vacation prior to March 1<sup>st</sup> each year of the Agreement. Subject to the staffing needs of the Department, such request shall not be unreasonably denied. In the event two or more employees request vacation for the same dates, seniority shall prevail. When an employee submits a request for vacation after March 1<sup>st</sup>, the employee who submits the request first will receive the approval.

## ARTICLE XVI

## HOLIDAYS

16.01 All full-time regular employees shall be entitled to the following holidays with full pay:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day

Memorial Day  
Personal Days (2)

Thanksgiving Day  
Christmas Day

and any one (1) special day or National Day of Mourning per calendar year, as declared by the President of the United States or the Governor of the State of Ohio. Should the schedule of Federal or State holidays included above be revised, employees shall follow the revised schedule.

16.02           Holidays which occur during vacation leave shall not be charged against vacation leave.

16.03           Holiday leave time will be credited and used according to the following provisions:

- 1)       All full-time regular employees will be credited with 130 hours of Holiday Leave time on January 1 of each year. Employees hired during the year will be credited with the appropriate proration of Holiday Leave time remaining in the calendar year, as outlined in 16.01.
- 2)       On December 1 of each year, the employee may elect to receive up to fifty (50) hours of straight-time pay in lieu of the hours off. This payment shall be made with the first payroll in December, if possible.
- 3)       As of December 31 of each year, the employee may elect to carry over a maximum of thirty (30) hours of unused Holiday Leave time into the following year. Should an employee fail to use any portion of these thirty (30) hours by April 1st of the following year, the remaining Holiday Leave time shall be automatically forfeited. As of December 31 of each year, all Holiday Leave time not used, purchased (see 16.03 [2]) or carried over (see 16.03[3]) shall be automatically forfeited.
- 4)       Any employee (whose employment with the Employer ceases for any reason) shall reimburse the Employer for any Holiday Leave hours, beyond the proper prorated amount, already used.
- 5)       Holiday Leave time off will be at a time mutually agreeable to the employee and the Police Chief.

- 6) Holiday leave time off shall be taken in complete shift increments (e.g. if the shift is a ten (10) hour shift, minimum holiday leave usage shall be ten (10) hours.

16.04 The Employer agrees to be responsible for securing any leave replacements for future work schedules, in advance of any currently posted operating schedule, provided the Employees submit their leave requests through proper channels, at least seventy-two (72) hours prior to any regularly scheduled, monthly Part-Time Police Officers meeting.

16.05 The Employer reserves the right to deny approval for any leave request if (when attempting to secure those leave replacements as described above) no replacement can be scheduled. Employees agree to be responsible for securing their own work replacement(s) for any leave requested on any current month's schedule, excluding personal/family illness or bereavement leave.

16.06 To receive holiday pay for an observed holiday, an employee must not have been absent without leave on either the day before, on the holiday, or after a holiday. An employee on Sick Leave the day before or after a holiday may be required to present a doctor's certificate to become eligible for holiday pay.

16.07 Employees working on Thanksgiving and Christmas shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay.

## ARTICLE XVII

### LEAVES OF ABSENCE

17.01 Military leaves shall be allowed in accordance with state law.

17.02 Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted, at the Manager's discretion, for such periods as he determines appropriate.

17.03 Employees called in for jury duty shall be paid at their regular rate of pay less any compensation received through the courts for the jury duty. Jury duty shall not be charged against the employee's holiday, sick, or vacation leave.

## ARTICLE XVIII

### INJURY LEAVE

18.01 When an employee is injured while working for the Employer, necessitating absence from work for more than seven (7) consecutive calendar days, the employee shall be eligible for paid leave not to exceed ninety (90) calendar days. Any

leave requested under this Article shall be in writing and include written medical documentation verifying the employee's inability to perform job duties.

18.02 The leave, at the Manager's sole discretion, may be extended for additional thirty (30) calendar day periods, or parts thereof, if the employee's inability to perform job duties continues beyond ninety (90) days.

18.03 Leaves granted under this article shall not be deducted from any of the employee's accrued leave benefits, including sick or vacation leave.

18.04 At any time, the Employer shall have the right to require the employee to have an examination by a physician appointed and paid by the Employer. A physician's certification that the employee is unable to return to work due to the injury is a condition precedent to the employee receiving any benefits under this Article. The examining physician's opinion shall determine whether the employee is able to perform his/her regular job duties, but shall not determine whether the Employer shall extend the period of leave.

18.05 If the examining physician determines the employee is able to perform light duty, the Employer may, at its sole discretion, assign the employee to light duty during the injury leave period.

18.06 Where productive light duty work is available, the Employer may, at its sole discretion, offer such work to employees not injured on the job who are unable to fulfill all ordinary job functions.

## ARTICLE XIX

### FUNERAL LEAVE

19.01 Employees covered by this Agreement shall be entitled to up to four (4) work days off with pay to make funeral arrangements of the employees immediate family. For the purpose of this article "immediate family" is defined as spouse, child(ren), parents, and parents-in-law.

19.02 Employees covered by this Agreement shall be entitled to use up to two (2) work days and up to two (2) sick days to attend the funeral of the employee's grandparent, grandchild, brother, or sister.

19.03 Funeral leave shall not be deducted from any of the employees leave credits

19.04 Employees covered by this agreement shall be entitled to use up to three (3) sick days to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

ARTICLE XX

COMPENSATORY TIME

20.01 Employees may accumulate up to one hundred (100) hours of compensatory time to be taken as time off with pay, as stipulated in Article 21.01.

20.02 Compensatory time off will be at a time mutually agreeable to the employee and the Police Chief.

20.03 The Employer agrees to be responsible for securing any leave replacements for future work schedules, in advance of any currently posted operating schedule, provided the Employees submit their leave requests through proper channels, at least seventy-two (72) hours prior to any regularly scheduled, monthly Part-Time Police Officers meeting.

20.04 The Employer reserves the right to deny approval for any leave request if (when attempting to secure those leave replacements as described above) no replacement can be scheduled. Employees agree to be responsible for securing their own work replacement(s) for any leave requested on any current month's schedule, excluding personal/family illness or bereavement leave.

20.05 Employees shall have the right to cash out up to fifty (50) hours of accumulated comp time. Such request shall be submitted to the Employer on or before February 1 of each year and such requests will be honored by the last payroll of February.

ARTICLE XXI

HOURS OF WORK

21.01 Overtime shall be any authorized work performed in excess of eighty (80) hours, bi-weekly. Overtime shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate in wages or in compensatory time off. Payment of overtime in either wages or compensatory time shall be at the election of the employee, up to the one hundred (100) hour maximum cap as stipulated in Article 20.01.

21.02 Employees who are called in to work on their scheduled time off shall be entitled to a minimum of two (2) hours of compensation at one and one-half (1 1/2) times the regular rate.

21.03 Employees required to travel beyond the City limits to attend any mandatory one-day seminar or workshop, not requiring an overnight stay, shall receive pay at one and one-half times the regular rate of pay for their travel time, provided their

travel time and the seminar or workshop hours (less one hour for lunch) exceeds the employee's regular work hours for that day.

21.04 To the extent practical, the Employer shall notify the employee at least 72 hours in advance of any scheduled class in which attendance is mandatory for the performance of the employee's position.

ARTICLE XXII COURT TIME

22.01 When employees are required to appear in court on scheduled time off, as a result of their employment with the department, to testify, or appear in their official capacity, they shall be entitled to a minimum of four (4) hours compensation at one and one half (1 ½) times the regular rate.

ARTICLE XXIII LONGEVITY

23.01 All full-time employees hired on or before April 11, 2009 shall receive longevity payments after the required length of continuous full-time employment with the Employer pursuant to the following schedule:

After 5 years	\$500
After 10 years	\$1,000
After 15 years	\$1,500
After 20 years	\$2,000
After 25 years	\$2,500

23.02 In the event that the Employer provides longevity to any new employees hired after April 11, 2009, the parties agree to re-open negotiations on this provision.

ARTICLE XXIV UNIFORM ALLOWANCE

24.01 Sergeants shall receive an annual uniform allowance of nine hundred (\$900.00) dollars each year.

24.02 Employees may use up to one hundred percent (100%) of their uniform allowance for cleaning expenses.

24.03 Upon termination of employment, an employee shall be required to turn in to the employer any useable uniforms and equipment either issued to the employee by the employer or purchased by the employee through the uniform allowance. Equipment

includes, but is not limited to, guns, ammunition clips, taser, holster, body armor, leather, badge, flashlight, etc.

The employer shall make the request for uniform items and equipment to be turned in by the employee in writing, and shall list all items to be turn in.

ARTICLE XXV

INSURANCES

25.01 The employer will continue to provide health and dental insurance coverage to the members of the bargaining unit.

25.02 The employer and the Union agree, however, to reopen negotiations on this article if the City is requesting the employees to contribute more than ten percent (10%) of the monthly health and dental insurance premium.

25.03 The employer agrees to provide term life insurance for each employee in an amount twice his/her annual base salary as of May 1<sup>st</sup> each year. The policy shall include a provision for double indemnity in the event of accidental death.

ARTICLE XXVI

RATES OF PAY

26.01 Effective April 11, 2011 through April 7, 2013, all employees shall be paid in accordance with the following schedule:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
XXXX	XXXX	XXXX	\$29.54	\$31.02	\$32.57

26.02 On or before February 28, 2013, the Employer will provide the Union with the Actual General Fund Revenues generated by Municipal Income Taxes for the City ("Tax Revenues") for calendar years 2011 and 2012. If the Tax Revenues for 2012 are less than 1.25% greater than the Tax Revenues of 2011, a wage freeze shall be in effect from April 8, 2013 through April 6, 2014 ("Final Year of CBA"). If Tax Revenues for 2012 are between 1.25% and 2.5% greater than 2011, then Employees shall receive a total 1% wage increase for the Final Year of the CBA. If Tax Revenues for 2012 are between 2.5% and 4.5% greater than 2011, then Employees shall receive a total 2% wage increase for the Final Year of the CBA. If Tax Revenues for 2012 are 4.5% greater than 2011, then Employees shall receive a total 3% wage increase for the Final Year of the CBA.

26.03 Appointments to the position of Sergeant shall be made at the lowest step within the salary schedule; however, the City Manager may make an appointment above the lowest step based on an employee's qualifications and experience. After successfully completing the probationary period, as determined by his performance evaluation, an employee in original appointment will be advanced to the next step within schedule. An employee who is promoted may be advanced to the next step within schedule after one year from the date of promotion. Advancement within the pay schedule shall be based on completion of one year of satisfactory service from the one year anniversary of hiring as a full-time employee or promotion as determined by performance evaluation. If, in the Police Chief's opinion, an employee's evaluation does not merit a full step increase, the Police Chief may recommend to the Manager for his approval, that the employee be compensated at a rate between steps. However, the aforementioned shall not preclude the Employer from advancing an employee more than one step as determined by performance evaluation at the Employer's discretion.

26.04 Whenever any employee reaches the maximum step of the pay schedule, this will be his maximum salary until such time as he may be promoted or until the pay schedule is changed.

26.05 All salary step advancements shall take effect at the beginning of the first full payroll period following the date on which the employee is granted a pay increase.

26.06 For the purposes of implementing the rate schedules noted above, all employees at Step VI shall be given a performance evaluation prior to the April rate scale adjustments. The performance evaluation shall be conducted as per department policy. If, in the Police Chief's opinion, an employee's evaluation does not merit a full increase, the Police Chief may recommend to the Manager for his approval, that the employee be compensated at a rate between steps.

26.07 All full time employees who are currently or become Ohio State Certified Emergency Medical Technicians shall receive three hundred dollars (\$300.00) per year as long as they remain certified as Emergency Medical Technicians and are employees of the Chardon Police Department.

26.08 Employees serving as field training officers shall be paid one dollar and 25/100 (\$1.25) per hour for each hour actually performing services as a field training officer. Field training officer pay must be preauthorized by the Police Chief or his designee.

ARTICLE XXVII

EDUCATIONAL BENEFIT

27.01 Employees obtaining a college accredited associate degree in law enforcement with a G.P.A. of 2.5 or better, shall be paid, as additional compensation, the sum of six hundred fifty dollars (\$650.00) per year. Such payment shall be made in December.

27.02 Employees obtaining a college accredited bachelor's degree in law enforcement with a G.P.A. of 2.5 or better, shall be paid the sum of one thousand dollars (\$1,000.00) per year. Such payment shall be made in December.

ARTICLE XXVIII

HEADINGS

28.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall effect any interpretation of any article or section.

ARTICLE XXIX

GENDER AND PLURAL

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

ARTICLE XXX

OBLIGATION TO NEGOTIATE

30.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining 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.

30.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter not specifically referred to or covered in the 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 bargained/negotiated and signed this Agreement.

ARTICLE XXXI

TOTAL AGREEMENT

31.01 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, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance notice to the Union.

ARTICLE XXXII

CONFORMITY TO LAW

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

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

32.03 Should any provision or provisions of this Agreement be invalid as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

ARTICLE XXXIII

DISCIPLINARY PROCEDURE

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

33.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5)

work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

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

33.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

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

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

33.06 Discipline shall not be implemented until either:

1. The matter is settled, or
2. The employee fails to file a grievance within the time frame provided by this procedure, or
3. The penalty is upheld or a different penalty is determined by the City Manager at Step 4 of Section 34.04 contained in the Grievance Procedure.

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

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

33.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 33.12, until the matter is settled or the arbitrator renders a determination.

33.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority may hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

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

33.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued

presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 4 of the Grievance Procedure.

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

#### ARTICLE XXXIV

#### GRIEVANCE PROCEDURE

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

34.02 For the purposes of this procedure, the below listed terms are defined as follows:

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

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

- 1) Except at step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this

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

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

automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

- 9) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

- 1) An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.
- 2) If the dispute is not resolved at Step 1, it shall be reduced in writing by the aggrieved party and presented as a grievance to the aggrieved party's supervisor within five (5) days of the informal meeting, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved party an answer. The supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.
- 3) If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, the grievance may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the grievance. The Department Head shall convene a meeting within ten (10) days of the receipt of the grievance. . The meeting will be held with the aggrieved party, and his representative, if he requests one. The Department Head shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.

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

## ARTICLE XXXV

## ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) calendar days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

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

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

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

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split evenly between the parties. All other costs shall be borne by the party

incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

35.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Nels Nelson; 2) Robert Stein; 3) Harry Graham.

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

ARTICLE XXXVI DURATION

36.01 This Agreement shall become effective at 12:01 a.m. on April 11, 2011, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, April 6, 2014.

ARTICLE XXXVII EXECUTION

37.01 IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE UNION:

Kevin Paven  
\_\_\_\_\_

FOR THE EMPLOYER:

Paul B. Hoyle  
\_\_\_\_\_  
City Manager