

# CONTRACT

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2275-01

K#30794

*BETWEEN*

City of Twinsburg



2014 JUN 12 AM 8:52

STATE EMPLOYMENT  
RELATIONS BOARD

and

THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION  
(Dispatchers/Clerks)

# O.P.B.A.

**2012 - 2014**

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**ARTICLE I**  
**PREAMBLE**

Section 1. This Agreement is hereby entered into by and between the City of Twinsburg, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union".

**ARTICLE 2**  
**PURPOSE AND INTENT**

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

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Section 1. 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, assign, evaluate, 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 rules and regulations; 6) determine the work selection, retention and promotion of employees; 8) determine the making of technological alterations by revising either process or equipment, or both; 9) determine work standards and the quality and quantity of work to be produced; 10) select and locate building and other facilities; 11) establish, expand, transfer and/or consolidate work processes and facilities.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by

the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the employer and shall not be subject to the grievance procedure herein contained.

#### **ARTICLE 4 EMPLOYEE RIGHTS**

- Section 1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations. A "disciplinary interrogation" or "investigation" for the purposes of this Article shall mean a formal inquiry into a complaint of alleged misconduct that may result in formal charges. It shall not apply to routine, day-to-day inquiries by supervisors into operational matters.
- Section 2. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions, cooperate, or participate in an investigation, he/she shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.
- Section 3. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.
- Section 4. An employee will be informed in writing of the nature of any investigation of himself/herself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he/she shall be so advised.
- Section 5. An employee may request an opportunity to review his/her personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA or bargaining unit member present when reviewing his/her file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Such review shall not interfere with any employees' work duties. Items which are no longer effective or documents regarding investigations of which an employee is not disciplined in any manner, or where issued discipline is reversed or otherwise vacated shall not be kept in the personnel file, but shall be placed in a separate file not related to the personnel file.

Section 6. Complaints by civilians shall be processed in accordance with the Department's current policy set forth on Complaints of Police Personnel Misconduct.

Section 7. Employee personnel files shall be maintained and accessed in accordance with applicable laws.

Section 8. No records of disciplinary action which are more than one year old or oral reprimands more than nine months old shall be used by the Employer for the purpose of progressive discipline. Records, if any, of oral reprimands are not to be kept in the employee personnel file.

Section 9. An employee may only be required to submit to a polygraph examination or other truth detection device where the employee has already been charged with misconduct of such seriousness that the employee may be discharged if such charges are proven. The polygraph examiner shall focus his/her questioning on the specific incident or events leading to the charges and shall in no way be used to uncover unrelated acts of misconduct. The results of the examination alone shall not be used to prove the factual basis of the charges. The results of the polygraph or other truth examination shall not be determinative of the employee's guilt. Such results shall only be presented as supporting and not conclusive evidence that the employee engaged in the misconduct for which he/she was charged. Further, an employee shall not be charged with providing false statements or failure to cooperate in an investigation if he/she fails a polygraph or other truth examination.

## **ARTICLE 5**

### **ASSOCIATION REPRESENTATION**

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment to represent another bargaining unit employee in formal investigations where the employee reasonably believes he/she could be disciplined; in a grievance, arbitration or disciplinary meetings, or attend meetings with the Employer regarding labor-management issues or bargaining sessions. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances during the representative's scheduled working hours and at any meetings at which the Employer requests a representative to be present. The processing of grievances shall not include the investigation of grievances.

**ARTICLE 6**  
**RECOGNITION**

Section 1. 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, as provided by Chapter 4117 of the Ohio Revised Code, for all full-time employees employed and occupying the position of Dispatcher excluding all part time, seasonal, temporary and probationary employees. All other employees of the employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

Section 2. The OPBA will be allowed one (1) locked bulletin board for official OPBA notices. The bulletin board will be located in the squad room. The OPBA will be the sole holders of the keys to the board. Any materials placed on the bulletin board, shall be signed by the representative of the OPBA, and a copy is to be provided to the employer at the time of posting. No materials of a derogatory, distasteful, or political nature shall be posted.

**ARTICLE 7**  
**NON-DISCRIMINATION**

Section 1. 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.

Section 2. 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 members and non-members.

Section 3. Where an employee alleges violations of anti-discrimination laws, the employee may choose to proceed with arbitration or through an outside agency/court, but not both arbitration and agency/court.

**ARTICLE 8**  
**DUES DEDUCTIONS**

Section 1. 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 deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck 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.

- Section 2. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.
- Section 3. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.
- Section 4. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.
- Section 5. The City shall be relieved from deducting dues from employees upon termination of employment, promotion or transfer to a position outside of the bargaining unit, layoff, leave of absence without pay, revocation of the dues authorization or termination of the Agreement.

## **ARTICLE 9** **NO-STRIKE**

- Section 1. The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow-down, walkout, work stoppage, or other concerted interference with, or the withholding of services from the Employer.
- Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.
- Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities, which are the basis of health, and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and obtain immediate injunctive relief or any other recourse or remedy provided by law.
- Section 4. It is further agreed that any violation of the above shall be sufficient grounds for immediate disciplinary action, including discharge, as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

Section 5. The Employer agrees that it shall not lock out bargaining unit members for the duration of this Agreement.

**ARTICLE 10**  
**CONFORMITY TO LAW**

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, 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.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling the 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 provisions thereof had not been included herein.

**ARTICLE 11**  
**TOTAL AGREEMENT**

Section 1. This Agreement represents the entire agreement between the Employer and the Union. 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 fourteen (14) days advance written notice to the Union.

**ARTICLE 12**  
**OBLIGATION TO NEGOTIATE**

Section 1. 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.

Section 2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/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 bargained/negotiated and signed this Agreement.

**ARTICLE 13**  
**GENDER AND PLURAL**

Section 1. 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 be interpreted to be discriminatory by reason of sex.

**ARTICLE 14**  
**HEADINGS**

Section 1. 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 15**  
**LEGISLATIVE APPROVAL**

Section 1. In the event the parties mutually agree to modify or add any provision to this negotiated Agreement that requires legislative approval, such modification or addition shall be submitted to the legislative body within fourteen (14) days or as soon as possible thereafter.

**ARTICLE 16**  
**DUTY HOURS**

Section 1. The regular work period for all employees of the Employer covered by this Agreement shall be seven (7) days.

Section 2. Members of the bargaining unit may swap shifts with the approval of the scheduling officer so long as it does not result in overtime wages being paid. Approval shall not unreasonably be withheld. Requests shall be made 48 hours in advance whenever possible. Denials of shift swaps shall be appealed to the Chief.

Section 3. Dispatchers/Clerks will be assigned twelve (12) hour shifts will be assigned. The four (4) hour shift day and shall be awarded by seniority preference.

Section 4. Twelve (12) hour shifts for day shift Dispatchers/Clerks will be from 7:00 AM to 7:00 PM. Twelve (12) hour shifts for night shift Dispatchers/Clerks will be from 7:00 PM to 7:00 AM. Four (4) hour shifts for day shift Dispatchers/Clerks shall be from 7:00 AM to 11:00 AM. Four (4) hour shifts for night shift Dispatchers/Clerks shall be from 7:00 PM to 11:00 PM. During the other week of the two-week pay period, the employees are required to work four (4) "flex" hours. Employees may work in Records, these "flex" hours in two (2) hour increments which abuts the end of their dispatch shift. Employees may work these "flex" hours at a time determined by the employee, but the hours must be approved in advance by Management.

Section 5. If a Dispatchers/Clerks has a scheduled eight (8) hour training/education day for which he or she is scheduled to work a twelve (12) hour shift, that dispatcher is required to make up the remaining four (4) hours within the payroll period in which it occurs, or a reasonable alternative solution which is mutually acceptable to the employee and Employer.

Section 6. In the event a sick call is made that leaves a shift short, a part-time employee shall first be contacted to cover the shift, if a part-time employee is not available every effort shall be made to contact an off-duty Dispatchers/Clerks from a non-working alternate shift. Unless unusual circumstances dictate otherwise, no Dispatchers/Clerks should work beyond a twelve (12) hours day. No one shall be permitted to work beyond sixteen (16) hours unless a critical situation has occurred necessitating such actions.

Section 7. Schedule vacancies due to illness, termination, promotion, training, or other similar issues may be filled by the employer with overtime. Schedule vacancies exceeding two weeks may be filled through changing of Dispatcher's schedules.

Section 8. The minimum staff for the Communications Center shall consist of two (2) on duty Dispatchers/ Clerks on day shift and one (1) on duty Dispatchers/ Clerks on night shift. The minimum staff for the Communications Center on Thanksgiving Day and Christmas Day shall consist of one (1) on duty Dispatcher/Clerk for day shift and one (1) on duty Dispatcher/Clerk for night shift.

Section 9. The parties shall agree to continue its practice of rounding time to the nearest one-quarter (1/4) of an hour for purposes of computing time worked by employees. For example, an employee who is late for seven minutes shall not be docked pay (although the employee shall still be considered tardy and subject to disciplinary action). Likewise, an employee who is authorized to work overtime and does so for eight minutes shall receive one-quarter (1/4) of an hour overtime. Employees

may not save up time worked on several days in order to qualify for overtime payment.

**ARTICLE 17**  
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**ARTICLE 18**  
**WAGES**

Section 1. Effective January 1, 2012, employees shall be paid in accordance with the following schedule:

3%	Annual	Hourly
Step 1 (start)	\$42,411.01	\$20.3899
Step 2 (after 12 months)	\$43,765.70	\$21.0412
Step 3 (after 24 months)	\$44,962.83	\$21.6167
Step 4 (after 36 months)	\$46,214.89	\$22.2187
Step 5 (after 48 months)	\$47,534.90	\$22.8533
Step 6 (after 60 months)	\$48,921.42	\$23.5199

Section 2. Effective January 1, 2013, employees shall be paid in accordance with the following schedule:

3%	Annual	Hourly
Step 1 (start)	\$43,683.34	\$21.0016
Step 2 (after 12 months)	\$45,078.67	\$21.6724
Step 3 (after 24 months)	\$46,311.71	\$22.2652
Step 4 (after 36 months)	\$47,601.34	\$22.8853
Step 5 (after 48 months)	\$48,960.95	\$23.5389
Step 6 (after 60 months)	\$50,389.06	\$24.2255

Section 3. The Mayor may raise a Step - 1 employee to Step - 2 after six months of service if warranted by the employee's ability and training.

Section 4. An employee required to work any period spanning two shifts shall be paid at the rate of pay in effect for the hours worked, including shift differential.

Section 5. An employee's contribution to the P.E.R.S. will be deducted from the employee's gross, rather than net pay.

Section 6. An employee shall be paid two dollars and fifty cents (\$2.50) per hour in addition to his/her regular rate of pay for time spent training another/other employee(s). Such employees will only be paid this premium if they are certified trainers assigned by the Chief of Police or his/her designee.

Section 7. Employees are eligible for education pay based upon the level of educational attainment as follows: Associate's Degree, \$500; Bachelor's

Degree, \$750; Master's Degree, \$1,250. Such educational pay shall be converted to an hourly rate for purposes of payment.

**ARTICLE 19**  
**LONGEVITY**

Section 1. All full-time employees shall receive in addition to their regular compensation, a longevity allowance which shall be paid in lump sum based upon the employee's length of service with the City, and payable beginning on the pay period following the employee's anniversary date in the year of such accrued service, as provided herein:

LENGTH OF SERVICE TIME	LONGEVITY ALLOWANCE
Less than 6 years	\$0
6 years but less than 7 years	\$584
7 years but less than 8 years	\$680
8 years but less than 9 years	\$778
9 years but less than 10 years	\$875
10 years but less than 11 years	\$972
11 years but less than 12 years	\$1070
12 years but less than 13 years	\$1167
13 years but less than 14 years	\$1264
14 years but less than 15 years	\$1361
15 years but less than 16 years	\$1458
16 years but less than 17 years	\$1556
17 years but less than 18 years	\$1653
18 years but less than 19 years	\$1750
19 years but less than 20 years	\$1847
20 years or longer	\$1944

**ARTICLE 20**  
**OVERTIME PAY COMPENSATORY TIME AND COURT TIME**

Section 1. All employees shall be compensated at the overtime rate for all hours in paid status excluding sick leave in excess forty (40) hours in any workweek. This sick leave exclusion shall not apply to dispatchers who the Department scheduled for overtime after the sick leave occurrence, or who has his/her schedule changed by the Department to work on his/her day off after the sick leave occurrence. Any time worked in excess of the employee's regular schedule shall be approved of by the Chief of Police or his/her designee.

Section 2. During a flex week employees who sign up for overtime in advance of the flex week shall count the first four (4) hours of the shift signed up for as flex time before earning overtime.

Section 3. Employees shall have the option of receiving overtime either in cash or as compensatory time. However, compensatory time shall not accrue beyond one hundred and twenty (120) hours for all employees who have at least one year of full-time service in the department prior to January 1, 2009

Those employees with less than one year of full-time service in the department as of January 1, 2009, shall accrue compensatory time in accordance with the following schedule:

- Step 1 (less than 12 months) – 20 hours
- Step 2 (less than 24 months) – 40 hours
- Step 3 (less than 36 months) – 60 hours
- Step 4 (less than 48 months) – 80 hours
- Step 5 (less than 60 months) – 100 hours
- Step 6 (less than 72 months) – 120 hours

Compensatory time may be scheduled as time off in fifteen (15) minute intervals with the advance written approval of the Chief of Police.

Any compensatory time accumulated, at the employee's request, shall be paid on the first pay period of each month in accordance with the City's rules. The use of compensatory time for FLSA overtime shall be governed by the rules established by the parties attached and hereby incorporated in the agreements.

Section 4. Employees called in for work at times not contiguous with their scheduled shift, or on a day they are not scheduled for duty, shall receive the greater of three (3) hours pay at overtime rate, or hours actually worked at overtime rate. Employees who are called to work within sixty (60) minutes prior to starting their regular shift shall be paid for time actually worked.

Overtime scheduled at the end of a shift shall be compensated at overtime rate for time actually worked. For purposes of this Section, an employee shall not be considered "called back" if he has not yet left City premises.

Section 5. Employees appearing in court on behalf of the employer shall receive the greater of three (3) hours pay at overtime rate or time actually spent at overtime rate unless the court appearance is scheduled to fall within thirty (30) minutes of a regularly scheduled shift. Where the court appearance is scheduled to commence within thirty (30) minutes of a regularly scheduled shift, the employee shall receive the greater of two (2) hours pay at overtime rate or time actually spent at overtime rate.

Section 6. Overtime rate is defined as the employee's regular hourly rate plus any applicable shift differential multiplied by 1.5.

## **ARTICLE 21 HOLIDAYS**

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Veterans' Day	Martin Luther King Jr. Day

Employees are credited with holidays on January 1 of each year, but are not earned until the actual holiday occurs. Employees may "borrow" the time off if used prior to the time the actual holiday occurs. Employees who have "borrowed" holiday time and leave employment with the City prior to the holiday occurring must repay the City for the time taken but not earned. Employees who become a member of the bargaining unit during the year are credited with holidays which are yet to occur in the year.

Section 2. When a holiday is observed, each employee will be granted an additional day (eight (8) hours) of holiday time, regardless of whether they are required to work on the holiday, whether it may be their regularly scheduled day off or if the holiday falls upon vacation absence. An employee may elect to be paid for eight (8) hours of straight time in lieu of electing to take compensatory time off. However, all employees who actually worked a shift during which a majority of hours fall on one of the days listed as Holidays in Section 1, above shall be paid time and a half for all hours worked on that holiday and shall be granted eight (8) hours of holiday time. An employee who works overtime on any Holiday shall be paid two and one-quarter (2 1/4) times their regular rate for those.

Section 3. Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the immediate supervisor as to when they may be taken. A holiday need not have accrued prior to it being scheduled for use.

Section 4. Each employee shall be permitted to use, at the employee's discretion, sixty (60) hours of holiday time per year (other wise known as "Preferred Holiday") at anytime he wishes provided that no more than one employee per shift has requested use of such time and the day requested does not fall on a holiday or Twins Day. Preferred holidays may be scheduled immediately abutting vacation days and may be scheduled one (1) year in advance with the approval of the immediate supervisor. If a preferred holiday is not required 28 days in advance of it being used, such preferred holiday shall convert to a normal holiday.

Section 5. If a request for a preferred holiday is received five (5) or more days before the requested time off is to be taken, the Dispatcher/Clerk will be guaranteed the time off. Management will be responsible for filling the shift, if required, with overtime. Management will first post a voluntary list for Dispatchers/Clerks to sign up. If the shift is not filled twenty-four (24) hours before the start of the shift, then management will order Dispatchers/Clerks to fill those shifts.

If a request for a preferred holiday is received less than five (5) days before the time off is to be taken, the Dispatchers/Clerks requesting the time off will be responsible for filling the shift with overtime, if required. If the Dispatchers/Clerks is unable to fill the shift then he may not have the requested time off. This only applies if by taking the preferred holiday the shift will fall below minimum manpower.

Section 6. Holiday time may be taken in fifteen (15) minute increments with approval of the immediate supervisor.

Section 7. Once holiday time is approved, it may not be changed by management. An employee may cancel an approved holiday up to three (3) times per calendar year by notifying a supervisor within ninety-six (96) hours of the scheduled holiday. Management shall maintain a record of the holiday cancellations.

Section 8. The City may deduct holiday time, or other earned time, if an employee exhausts his accrued sick leave and is still unable to return to work subject to Article 28, Family Leave.

Section 9. In order to receive pay or time off for the holiday, an employee must actually work his last scheduled shift immediately prior to the holiday and the first scheduled shift thereafter, unless his absence is approved by the Chief of Police.

**ARTICLE 22**  
**VACATIONS**

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
One (1) year	Eighty (80)
Five (5) years	One hundred twenty (120)
Ten (10) years	One hundred sixty (160)
Twenty (20) years	Two hundred (200)

Section 2. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time.

Section 3. Vacation time shall be taken at a time approved of by the Chief of Police or designee.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 5. Any employee who is deceased, quits or retires and has unused vacation time shall receive such vacation time. However, if an employee is terminated for reasons of fraud or dishonesty, the Mayor, in his sole discretion, may refuse benefits accruing under this section.

Section 6. An employee may elect to carry-over from one year to another year a maximum of ten (10) days of vacation time. Any carry-over must be used within ninety (90) days of the employee's anniversary date.

Section 7. Any employee of the Employer, hired prior to January 1, 1986, who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his/her termination from such other public employer shall be allowed to transfer said vacation time and credit to his/her accumulated vacation time with the Employer.

Section 8. Absence due to sickness, injury or disability in excess of that hereinafter authorized for such purpose at the request of the employee, and with the approval of the Chief of Police, may be charged against vacation leave.

Section 9. Up to One Hundred Twenty (120) hours may be taken in individual hours at the employee's discretion, with the approval of the immediate supervisor. Vacation time may be taken in thirty (30) minute increments with the approval of the immediate supervisor.

Section 10. Each employee shall be permitted to use, at the employee's discretion, twenty (20) hours of vacation (non-compelled) time in 2009 and thirty-two (32) hours of vacation time in 2010 at anytime he/she wishes provided that no more than one employee per shift has requested use of such time, the day requested does not fall on a holiday or Twins Day, and the employee must find his/her own replacement. If the employee does not find his/her replacement, the time off will not be granted.

Section 11. Employees will be allowed to use more than eighty (80) hours of vacation during the summer months under the following conditions: In order of seniority, after each Dispatcher/Clerk selects up to eighty (80) hours off during June, July and August. Then starting with the most senior Dispatcher/Clerk, up to forty (40) more hours of additional time may be selected during those months as long as it does not fall below the minimum manpower required and the additional time off does not originally create overtime.

### **ARTICLE 23** **SICK LEAVE**

Section 1. 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; 3) serious illness, or injury in the employee's immediate family; and/or 4) non-emergency medical, dental or optical consultation or treatment of an employee. Sick leave will be approved for an immediate family member only where the presence of the employee is required to care for such family member.

An employee may not substitute sick leave for vacation, compensatory time, or holiday time once he has been approved for such vacation, compensatory time, or holiday time except in instances where the employee's absence is for a FMLA qualifying reason excluding an intermittent FMLA leave.

Section 2. All employees shall earn sick leave at the rate of ten (10) hours per month of service and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than one-hundred twenty (120) hours in any calendar year.

- Section 3. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent.
- Section 4. Sick leave may be used in segments of not less than fifteen (15) minutes.
- Section 5. Before an absence may be charged against accumulated sick leave, the Chief of Police may require such proof of illness or injury, as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief of Police and paid by the Employer. In any event, an employee absent for more than three tours of duty must supply a physician's report to be eligible for paid sick leave.
- Section 6. If an employer, fails to submit adequate proof of illness or injury upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief of Police, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay.
- Section 7. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- Section 8. The Chief of Police may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.
- Section 9. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's grandchild, spouse, children, parent, grandparent, grandparent-in-law, brother, sister, grandparent-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson and stepdaughter. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parent, grandparent, brother, sister, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, and stepdaughter, grandson, granddaughter, or other person acting or who has acted in place of the employee's parent, as approved by the Department.
- Section 10. Sick leave that has been accumulated shall be payable in a lump sum to an employee upon his/her retirement, death or disability, except as otherwise provided herein. Only sick leave earned in service with the City may be converted into cash benefit upon retirement or death, except that any full-time employees, hired prior to January 1, 1986, who have transferred sick leave accumulations and credits may apply the same to

the lump sum payment upon retirement, death or disability. Transferring employees who came into this City after January 1, 1975, shall receive accumulated sick leave credits from other public service only for the reasons set forth in Section 3 and not for purposes of a lump sum payment upon retirement, death or disability. Any employee who does not lawfully retire or qualify for death benefits while in fulltime employ with this City or who terminates his/her employment with this City, voluntarily or for cause, or who transfers employment elsewhere shall not be eligible to convert any sick leave accumulations in cash payments. However, sick leave conversion benefits shall not be payable under the following circumstances: The employee has voluntarily terminated his/her service with the City, the employee was dismissed from the City, at least thirty (30) days notice of retirement is not given to the City in writing, to former employees not on a bona fide retirement from the City.

Section 11. In the event of the death of a full-time employee, all of the remaining benefits hereunder shall be paid first directly to his surviving spouse or if there is none, then to his estate as a lump sum, single payment. The last effective pay rate of the employee shall be applied to all benefits herein.

Section 12. A permanent disability of fifty percent or more, recognized by the State of Ohio Industrial Commission, State Police Pension Board or competent physicians of both the City and the employee shall qualify a full-time employee for a lump sum payment of accumulated sick leave when such employee separates from service with the City by reason of disability. To qualify for a lump sum payment upon retirement, the retirement must be established and recognized by the Ohio Public Employee's Retirement System or an appropriate Police and Firemen's Pension Plan and program of this State for full-time employees.

Section 13. A bargaining unit member who severs employment and retires under an Ohio public employee retirement plan, and who has at least five (5) years of continuous service with the City of Twinsburg shall be entitled to receive a cash payment for his/her unused sick leave. One-half of the sick leave hours to the employee's credit shall be paid at employee's last base straight time hourly rate, to a maximum of one thousand, four hundred forty hours (1,440) hours pay. Such election shall eliminate the employee's entire sick leave balance. Each employee may elect sick leave conversion only once in his/her employment with the City.

## **ARTICLE 24** **JURY DUTY LEAVE**

Section 1. Any employee who is called for jury duty during times that he/she is scheduled to work, either Federal, County or Municipal, shall be paid his/her or her regular salary, but shall sign over to the City any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. The employee shall notify his/her immediate supervisor as soon as possible following receipt of notice of jury duty. An employee working other than day shift may be moved to day shift during

the period that they are on jury duty. If jury duty falls within an employee's regular work shift, he/she shall be required to contact a supervisor following jury duty to be advised if it is necessary for the employee to report to work.

**ARTICLE 25**  
**PERSONAL LEAVE**

Section 1. All employees shall, in addition to all other leave benefits, be granted sixteen (16) hours each year which are to be taken within the year earned, in fifteen (15) minute increments or greater.

**ARTICLE 26**  
**COMPASSIONATE LEAVE**

Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of bereavement or attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of four (4) work days per occurrence for the immediate family as defined in the second sentence of Section 9 of Article 23 of this Agreement. If an employee needs additional time, he may request holiday time, compensatory time, vacation, personal leave or leave without pay.

**ARTICLE 27**  
**INJURY LEAVE**

Section 1. When an employee is injured in the line of duty while actually working for the Employer as defined by O.R.C. 4123.01 and the Bureau of Worker's Compensation in the State of Ohio, he/she shall be eligible for a paid leave not to exceed ninety (90) working days, providing he/she seek medical attention from a certified medical professional within 14 calendar days of the injury and files for Workers' Compensation and the city and BWC shall have approved the application for temporary total disability payments, and the employee signs a waiver assigning to the Employer (temporary total benefits) he/she would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he/she receives benefits under this Article. Until such time that the BWC certifies the claim for Lost Time, the employee may use accrued sick leave, which sick leave will be credited to the employee's account upon BWC approval, and further, the return to the City of any BWC temporary total benefits received during the period.

Section 2. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 3. When an employee is injured, he may be eligible to return to work on light duty, if available, anywhere in the City, with documentation from a physician attesting to the fact that the employee is capable of satisfactorily performing light duty. The employee on light duty shall be compensated at his regular rate of pay while performing light duty work. The City reserves the right to require an employee to submit to a medical examination from a physician designated by the City, at the City's expense, prior to placing an employee on injury leave.

## **ARTICLE 28 FAMILY LEAVE**

Section 1. When the need for leave is foreseeable, the employee shall give thirty (30) days advance notice.

Section 2. Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

Section 3. The Employer may require an employee to use accrued vacation, holiday time or accumulated sick leave, if the reason qualifies under the Family Medical Leave Act, which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time for a combined total of eighty (80) hours under this Article.

Section 4. Employees shall be permitted to use up to eighty (80) hours of accrued sick leave to care for a spouse after the birth of a child. Such time shall be counted towards the employee's Family Medical Leave Act entitlement.

## **ARTICLE 29 SHIFT DIFFERENTIAL**

Section 1. Employees required to work the 1500 to 2300 hours shift will be compensated at a rate of five percent (5%) of their regular hourly pay in addition to their regular pay. Employees required to work the 2300 to 0700 hrs. shift will be compensated at a rate of ten percent (10%) of their regular hourly pay in addition to their regular pay.

Section 2. The above shift differentials shall also apply where an employee normally scheduled for afternoon or midnight shift at the time they take any time off (i.e. compensatory time, vacation pay, holiday pay, injury leave, etc.) but excluding sick leave.

**ARTICLE 30**  
**EDUCATIONAL REIMBURSEMENT**

- Section 1. Employees who wish to further their education are encouraged to do so. Each year, employees who complete a class or classes at an accredited college or university with a grade of 'C' or better shall be reimbursed one-half the cost of tuition and required books or other materials, up to a maximum reimbursement of \$3,000 per year in 2009 and \$4,000 per year in 2010, in accordance with the City's tuition and reimbursement procedure.
- Section 2. Proof of completion shall be made by submitting either a transcript or grade report card from the school.
- Section 3. Classes taken at an institution not described in Section 1, above, shall be eligible for the same level of reimbursement only if prior approval is obtained from management.

**ARTICLE 31**  
**UNIFORM ALLOWANCE**

- Section 1. All newly hired probationary employees shall receive an initial uniform and equipment issue in sufficient quantity to carry the employee through until he/she is eligible to receive a uniform allowance as set forth in Section 2 below.
- Section 2. Upon completion of one year of service, employees shall receive a uniform allowance each year for the purchase of uniforms and duty-related items not provided by the City. Such uniform allowance shall be payable each year in January or upon first anniversary date. Any employee who is separated from employment with the Police Department after receiving such uniform allowance shall reimburse the City the pro-rated amount. Employees shall be paid six hundred ninety-five dollars (\$695).
- Section 3. In the event the City requires any new uniform item that was previously not required and the cost of such item exceeds one hundred twenty-five dollars (\$125.00), the City shall provide the newly required uniform item at no cost to the employee.

**ARTICLE 32**  
**HEALTH CARE AND INSURANCE**

- Section 1. Employees will have the same health insurance options (Plans A and B) as offered to employees of the City. Employees may select single or family coverage, based upon their eligibility for the plan.
- Section 2. The parties agree that effective March 1, 2012; The employee shall pay nine percent (9%) for the first year; twelve percent (12%) for the second year; and fourteen percent (14%) for the third year, of the COBRA rate for

plan A Medical and Prescription through payroll deduction for the duration of this agreement.

Section 3. The parties agree that effective March 1, 2012; The employee shall pay five percent (5%) for the first year; eight percent (8%) for the second year; and ten percent (10%) for the third year, of the COBRA rate for plan B Medical and Prescription through payroll deduction for the duration of this agreement.

Section 4. The employer shall pay 100% of vision and dental coverage, including orthodontia, for the duration of this agreement.

Section 5. For purposes of health care insurance, the employee's immediate family shall include: his/her spouse and all unmarried dependent children to age twenty-three (23). Additional persons may be added provided no additional costs are incurred by the Employer over and above "standard" family rates and to the extent permitted by the carrier.

Section 6. Any substantial changes in the health plan coverage shall only be made at the start of a plan year. Should the Employer wish to substantially change the coverage or plan design, the Employer will provide thirty (30) days notice to the Union prior to the change becoming effective, and offer an opportunity to negotiate over the change.

Section 7. Health care insurance under other medical care entities and their plan may be offered to employees by the Employer. Employees shall have the option of enrolling in such plan on a voluntary basis. Members of the Bargaining Unit are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-Out" amount shall be thirty percent (30%) of the Plan A premium for the plan (Family or Single) which the employee would otherwise be eligible.

Section 8. Employees shall be eligible for all health benefits as of the first day of the month following the commencement of their employment.

Section 9. Each employee shall be provided a term life insurance policy in the amount of Seventy-five Thousand dollars (\$75,000).

Section 10. The OPBA shall have representation on the City's Insurance Cost Containment Committee. The committee's members shall consist of one representative from every union within the City which desires to participate, and the committee shall be empowered to seek ways to implement cost containment measures and to issue recommendations. The insurance cost containment committee shall be advisory in nature and without authority to impose its recommendations upon the members of the committee, but shall be afforded the most greatest consideration in the selection of insurance carriers, including self insurance, and the level of benefits subject to negotiations.

Section 11. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such examination occurs subsequent to the employee's shift.

Section 12. Each employee in the bargaining unit shall be granted an individual membership to the City's Fitness Center

**ARTICLE 33**  
**DRUG TESTING**

Section 1. The City's drug and alcohol policy pertaining to safety sensitive employees shall be applicable to employees covered by this Agreement. The City shall specify a "five panel" drug test.

**ARTICLE 34**  
**OFF-DUTY WORK**

Section 1. Dispatchers employed in the Division of Police may engage in separate and supplemental work duties, not under the auspices of the City, during off-duty hours, provided that the following terms and conditions of such supplemental and additional employment are met:

- (1) Written notification to the Chief of Police is necessary. However, no such employment shall be permitted in taverns, nightclubs, lounges or bars.
- (2) That no equipment, uniforms or other paraphernalia of the City shall be utilized except when such work is scheduled by the department and approved by the Chief.
- (3) That all such work shall be done outside of the direction or control of the Chief of Police of the City as an independent contractor and upon the initiative and voluntary election of each dispatcher involved who wishes to supplement his income with supplemental employment, whether within the general area of security of police work or in an entirely unrelated field.
- (5) That in no event shall any of such hours be regarded for either straight time or overtime purposes as being employed under the auspices, control or super-vision of the City as the employer.

**ARTICLE 35**  
**INTENTIONALLY LEFT BLANK**

**ARTICLE 36**  
**TRAINING AND EDUCATION**

Section 1. Employees are eligible for training and proficiency pay. The employer shall make training available. Employees may request courses which the employee would like to attend. Such courses will be approved at the discretion of the Chief. However, this Section shall not preclude the Chief of Police from requiring the employee to take certain courses. Employees who, in the 2012 calendar year, successfully complete more than 16 hours of Certified training by a Certified instructor, or other mutually agreed to and approved training, shall receive a onetime \$950 lump sum payment in December of 2012.

Employees who, in the 2013 calendar year, successfully complete more than 16 hours of Certified training by a Certified instructor, or other mutually agreed to and approved training, shall receive a onetime \$750 lump sum payment in December of 2013.

Section 2. An employee shall be paid for up to one (1) hour of overtime pay per month for time spent training/practicing EMD as scheduled by the Employer. This premium pay does not apply if the training/practice is completed during the employee's shift.

Section 3. An employee shall be paid Five Hundred Dollars (\$500.00) per year, payable on the employee's anniversary date, for being EMD certified.

Section 4. An employee shall be paid two dollars (\$2.50) per hour in addition to his/her regular rate of pay for time spent training another/other employee(s). Such employees will only be paid this premium if they are certified trainers assigned by the Chief of Police, or his/her designee.

Section 5. Payment for training travel time at the employee's straight time hourly rate shall be made according to the U.S. Department of Labor Guidelines.

Section 6. The Department will make its best efforts to allow forty (40) hours per year of education and training for those employees who request such education and training. This does not preclude the Department from sending an employee to schools the Department deems necessary or required.

Section 7. An employee shall not have to reimburse the employer any money received as wages while attending any school and/or seminar within the first two (2) years or last year of his/her employment. An employee shall reimburse the employer the cost of any school and/or seminar which the employer requires an employee to attend within the first two (2) years of date of hire, if the employee resigns from employment within two (2) years of being hired.

Section 8. If a dispatcher has a scheduled eight (8) hour training/education day for which he is scheduled to work a shift other than eight (8) hours, that dispatcher is required to make up the remaining scheduled hours within the payroll period in which it occurs, or proposes a reasonable alternative solution that is mutually acceptable to the employee and management. In addition, scheduled vacancies due to education or training may be filled by management with overtime or through a changing of schedules with mutual agreement by all affected employees and management.

**ARTICLE 35**  
**INTENTIONALLY LEFT BLANK**

**ARTICLE 38**  
**HIRING, PROMOTION, AND RETIREMENT**

Section 1. All new hires into the department shall first have satisfied all of the Municipal Civil Service requirements as they are currently defined or as they may be validly modified hereafter. The intent herein is not to define said requirements, but merely to assure that they are applied without exception.

**ARTICLE 39**  
**LABOR-MANAGEMENT MEETINGS**

Section 1. In the interest of effective communication, either party may, at any time, request a Labor-Management Meeting by submitting a written request to the other party. The written request shall include a proposed agenda of items for discussion. A meeting shall be scheduled within ten (10) days of the date of the written request at a mutually agreeable time, but no more frequently than semi-annually, unless both parties agree to meet more frequently.

Labor-Management Meetings shall be attended by no more than three (3) management representatives and by no more than three (3) bargaining unit representatives. Other persons may attend these meetings upon the mutual agreements of the parties. These meetings shall not be regarded in any form as negotiation meetings.

Section 2. The purpose of such meetings shall be limited to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and

- E. Consider and discuss health and safety matters relating to employees.

#### **ARTICLE 40 DISCIPLINE**

- Section 1. Disciplinary action taken by the Employer shall only be for just cause, and in a timely manner. "Disciplinary action" for the purpose of this section shall mean oral reprimand, written reprimand, suspension, demotion, or termination.
- Section 2. An employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall have the right to confer with a representative of the OPBA.
- Section 3. An employee shall have the right to appeal any form of discipline, which results in loss of pay or benefits through the Grievance and Arbitration Procedure contained herein. Oral and written warnings may be appealed through the grievance procedure, but may not be appealed to arbitration.

#### **ARTICLE 41 GRIEVANCE PROCEDURE**

- Section 1. 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 shall have the right to be represented by another bargaining unit employee or designated OPBA representative 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.
- Section 2. For the purposes of this procedure, the below listed terms are defined as follows:
  - a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
  - b) Aggrieved Party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance.
  - c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

- d) Days - A "day" is used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) Except at Step 1, all grievances shall include 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 4. Further, a grievance may be submitted initially at the step where the action or decision being appealed originated.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e.) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f.) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- g) 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.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances shall be filed on the forms attached hereto as Appendix A.

Step 1: An employee who believes he may have a grievance shall notify Terminal Agency Coordinator (TAC) of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The TAC will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The TAC 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.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the written decision of the conclusion of Step 1, a written appeal of the decision may be filed with the Lieutenant within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with appeal. The Lieutenant shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Lieutenant 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.

Step 3. If the aggrieved party is not satisfied with the written decision at Step 2, a written appeal of the decision may be filed with the Police Chief within five (5) days from the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Police Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The police Chief shall issue a written decision to the aggrieved party, with a copy to his representative, if any, within fifteen (15) days from the date of the meeting.

Step 4. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his/her designee, shall convene a meeting within ten (10) days of the receipt of the appeal. 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 Mayor or his/her 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 42**

### **ARBITRATION PROCEDURE**

- Section 1. 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 time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the employer at Step 4, by submitting to the American Arbitration Association (AAA) a request for a list only of seven (7) local arbitrators. Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking names, either party shall have the option to reject the list of names provided by the AAA and request another. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the AAA. First strike shall be determined by a coin toss. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees for obtaining lists shall be shared by the parties, except that fees for secondary lists shall be paid by the party rejecting the primary list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA.
- Section 2. 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.
- Section 3. 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.
- Section 4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- Section 6. Union officials and witnesses shall lose no regular straight time pay as a result of attending an arbitration hearing. Members of the bargaining unit who are called as witnesses by the Employer shall be in pay status while attending a hearing.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.

**ARTICLE 43**  
**LAY-OFFS**

Section 1. In the event of a Lay-off situation, employees will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 2. Employees who are laid off shall be subject to recall from lay-off for a period of three years. Said employee must respond to the recall within thirty (30) days.

Section 3. A recall from lay-off will be based upon departmental seniority (last laid off, first recalled).

Section 4. Before any full-time employees covered by this Agreement may be laid off, all part-time employees performing the same work, as employees in the bargaining unit will be laid off first.

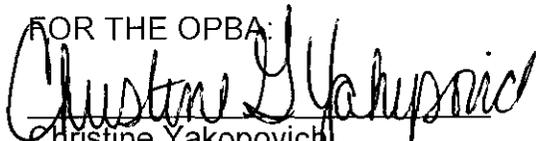
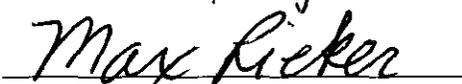
**ARTICLE 44**  
**DURATION**

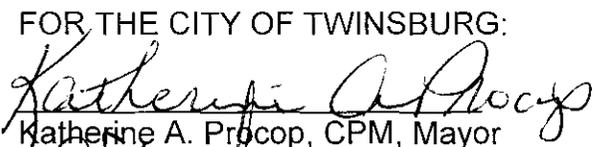
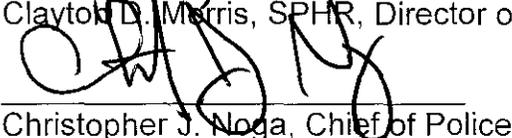
Section 1. This Agreement shall be effective as of the 1<sup>st</sup> day of January 2012, and shall continue in full force and effect, along with any Amendments made and annexed hereto, until midnight, March 31, 2014.

Section 2. This Agreement will terminate upon expiration unless either timely notice (at least sixty (60) days prior to expiration) is served on the other party expressing its desire to negotiate a successor agreement or the parties have mutually agreed to extend this Agreement.

**ARTICLE 45**  
**EXECUTION**

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12<sup>th</sup> day of June, 2012.

FOR THE OPBA:  
  
Christine Yakopovich  
  
Max Rieker, Esq

FOR THE CITY OF TWINSBURG:  
  
Katherine A. Procop, CPM, Mayor  
  
Clayton D. Morris, SPHR, Director of HR  
  
Christopher J. Noga, Chief of Police



# GRIEVANCE FORM

CITY OF TWINSBURG – OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Date: \_\_\_\_\_ Grievance #: \_\_\_\_\_

Grievant(s) Name: \_\_\_\_\_

Classification: \_\_\_\_\_ Supervisor \_\_\_\_\_

Steward Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contract article(s) allegedly violated: \_\_\_\_\_

GRIEVANCE TYPE: \_\_\_\_\_

Issue \_\_\_ Discipline \_\_\_ Removal \_\_\_

The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and that appropriate action is taken to correct a particular situation. An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the Lieutenant.

Statement of Facts: (who, what, where, when?)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Grievant or Union Representative)

<p><b>Step 1: Terminal Agency Coordinator</b></p> <p>Date received: _____</p> <p>Date discussed: _____</p> <p>Date response: _____</p> <p>Response by Terminal Agency Coordinator:</p> <p>_____</p> <p>_____</p>	<p>Discuss, within ten (10) working days of receipt of a written grievance.</p> <p>Deliver written response within fifteen (15) working days of the meeting.</p> <p>If not resolved pursue Step 2 within five (5) working days.</p>
<p>Signature: _____ Date: _____</p> <p style="text-align: center;">(Terminal Agency Coordinator)</p>	

<p><b>Step 2: Chief of Police</b></p> <p>Date received: _____</p> <p>Date discussed: _____</p> <p>Date response: _____</p> <p>Response by Chief of Police:</p> <p>_____</p> <p>_____</p>	<p>Discuss, within ten (10) working days of receipt of a written grievance.</p> <p>Deliver written response within fifteen (15) working days of the meeting.</p> <p>If not resolved pursue Step 3 within five (5) working days.</p>
<p>Signature: _____ Date: _____</p> <p style="text-align: center;">(Chief of Police)</p>	

<p><b>Step 3: Mayor</b></p> <p>Date received: _____</p> <p>Date discussed: _____</p> <p>Date response: _____</p> <p>Response by Mayor:</p> <p>_____</p> <p>_____</p>	<p>Discuss, within ten (10) working days of receipt of a written grievance.</p> <p>Deliver written response within ten (10) working days of the meeting.</p> <p>If not resolved pursue Arbitration within five (5) days.</p>
<p>Signature: _____ Date: _____</p> <p style="text-align: center;">(Mayor)</p>	



Katherine A. Procop, Mayor

Department of Human Resources, Kolette Woloszynek, SPHR, Director

June 9, 2014

Ms Sheila Farthing  
Ohio State Employment Relations Board  
Research and Training Section  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215

2014 JUN 12 AM 8:52  
STATE EMPLOYMENT  
RELATIONS BOARD

Dear Ms Farthing:

Please see our enclosed updated Annual Report for the City of Twinsburg.

I have also enclosed copies of the following contracts:

AFSCME – Office  
AFSCME – Service  
OPBA –SA (Dispatchers)  
IAFF – our new Fire Captains unit

The IBT contract is finished but not fully executed yet. I will forward once it's all signed.

Also, please note that I am the new HR Director for the City. Phone/fax numbers are the same. Name and email is updated. I also have updated the number of members in each unit.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Woloszynek", is written over a horizontal line.

Kolette Woloszynek  
Director of Human Resources



**Department of Human Resources**

10075 Ravenna Road, Twinsburg, OH 44087 P: 330.963.6320 F: 330.405.6739  
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