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COLLECTIVE BARGAINING AGREEMENT

The City of Orrville
And
The Ohio Patrolmen's
Benevolent Association

Effective:
January 1, 2013 – December 31, 2015

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PREAMBLE

This Agreement is made and entered into at Orrville, Ohio, this 29th day of April, 2013, by and between the City of Orrville, Ohio (hereinafter referred to as "City") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as "Union").

PURPOSE

The City and the Union have entered into and established this Agreement, which has as its purpose the following:

- a. to promote harmonious relations between the City and those employees who are represented by the Union;
- b. to provide all citizens served by the City with continuous efficient and economical services;
- c. to promote fair and reasonable working conditions;
- d. to provide the basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1
RECOGNITION

Section 1 – The City recognizes the Union as the sole bargaining agent for all full-time dispatchers, police officers and police sergeants in the Orrville Police Department. In the event a new classification is established, it shall not be included in the bargaining unit unless it is comparable in skill and work requirements to the existing classifications in the bargaining unit.

Section 2 – The City will furnish the Union with a list of all employees in the classifications covered by this Agreement, indicating their starting date of employment. Such lists will be furnished at the request of the Union but not more than annually.

ARTICLE 2
DURATION

Section 1 – This Agreement shall become effective January 1, 2013, and shall remain in full force and effect until midnight, December 31, 2015, and shall automatically be renewed for consecutive periods of one (1) year thereafter unless either party shall notify the other in writing at least sixty (60) days but not more than ninety (90) days prior to December 31 of any calendar year beginning in 2015, of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at the close of such December 31, unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new Agreement or a written renewal to this Agreement.

Section 2 – It is understood the negotiations referred to in this Article are to be completed in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code.

ARTICLE 3
NON-DISCRIMINATION

Section 1 – The City and the Union agree not to discriminate in the administration of this agreement against any employee(s) on the basis of race, religion, color, national origin, age, sex, genetic information, military status, or disability.

Section 2 – The City will not interfere with, restrain or coerce employees covered by this Agreement because of membership in the Union. Members of the Union will not interfere with, restrain or coerce employees who are not members of the Union. The Union hereby agrees to give fair representation to all employees covered by this Agreement.

ARTICLE 4
MEMBERSHIP DUES

Section 1 – Dues Deduction – During the term of this Agreement, the City shall deduct regular monthly union dues from the wages of those employees who have worked for the City for a period of sixty (60) days and who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employee of the Orrville Police Department for whom the City is currently deducting dues.

Section 2 – Deduction Cancellation – Deductions for union dues may be canceled by an employee at any time by advising the Director of Finance in writing of such cancellation. A copy of the cancellation will be sent to the Union.

Section 3 – Deduction Timing – The City shall deduct dues from the first pay in each calendar month. If an employee has no pay on that pay date, such amount shall be deducted from the first pay of the next month.

Section 4 – A check in the amount of the total dues withheld from 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 5 – Fair Share Fees – The City shall deduct a fair share fee as certified by the Union from the pay of all employees covered by this Agreement who are not members of the Union after they have been employed by the City for a period of sixty (60) days. Said fee shall be in an amount not more than the monthly union dues. The Union warrants that it has established a fair share fee notice, rebate and challenge procedure that complies with federal and state law and that the assessment and collection of all fair share fees shall be made in accordance with Ohio Revised Code Section 4117.09(C). The payment of the Fair Share fee by non-members shall constitute compliance with this section. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union’s internal rebate reduction procedure.

Section 6 - Indemnification – The Union will indemnify and save the City harmless from any and all liability claims, responsibility, damage or suits which may arise out of any action taken by the City in accordance with the terms of this Article.

ARTICLE 5
EMPLOYEE RIGHTS

Section 1 – An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 2 – Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions or participate in such investigation shall 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. In addition, the employer and employee may record such interrogatories. The employee who is under investigation is entitled to a copy of the transcript of his interview only and at his expense.

Section 4 – If the employee being questioned is at that time a witness and not under investigation, he shall be so advised.

Section 5 – A truth verification instrument may be used in those situations where the employee requests he/she be permitted to submit to such examination in an effort to refute charges and/or allegations against him/her. The Chief may authorize use of a truth verification instrument in the following circumstances:

1. Internal investigations of alleged misconduct while on duty that, if true, could harm the department's image and reputation and the complainant has already taken a truth verification instrument prior to the officer's examination;
2. Internal investigations of alleged misconduct during off duty hours where the complainant has signed a complaint and the alleged misconduct involves lewd, obscene, or immoral behavior directed at or toward the complainant or his/her immediate family.

Section 6 – Complaints by civilians which may involve suspension or discharge of an employee shall either be in writing and signed by the complainant or substantiated by the sworn statement of an investigating officer. When the City confronts an employee with the charges resulting from its investigation, the City will present the employee with a copy of one of the above-referenced statements.

ARTICLE 6
HOURS

Section 1 – A work day means any consecutively scheduled eight hour period. A regular work week means an average of forty hours per week in a regularly recurring work rotation schedule which ordinarily consists of five consecutive days on and two consecutive days off. The schedule may begin on any day of the week, at any time of the day, and need not be the same for all employees.

Section 2 – Where an employee is scheduled to have time off of eight (8) hours or less between shifts within any twenty-four (24) hour period, the employee shall be paid time and one-half for all hours worked over eight (8) in that same twenty-four (24) hour period. This provision shall not apply when an employee bids for a schedule that has a double-back (eight (8) hours or less between schedule shifts) built into that schedule. Shift starting times shall not be manipulated in order to avoid the effect of this provision.

Section 3 – Shift Differential – Employees who work any hours during second shift (3pm – 11pm) or third shift (11pm – 7am) shall receive a shift differential of twenty-five cents (\$0.25) per hour. To receive the shift differential, an officer or dispatcher must work a minimum of one (1) hour during the previously stated shifts.

Section 4 – Part-Time Employees – Part-time Police Officers and Dispatchers will not be used to fill the schedule more than thirty-two (32) hours total in a work week. However, part-time employees may work hours in excess of thirty-two (32) hours for the following reasons:

- a. To attend court, training, department meetings, etc as required by the Department;
- b. To cover shifts in times the Department is not fully staffed due to an extended leave of absence (e.g. medical leave or military leave) that exceeds two or more consecutive weeks;
- c. To cover vacant shifts that have been offered to and rejected by full-time officers or dispatchers.

ARTICLE 7
OVERTIME

Section 1 – Employees shall work such overtime as may be necessary to meet City requirements. Except for emergencies, employees will be given notice of scheduled overtime twenty-four (24) hours prior to scheduled overtime work.

Section 2 – All full-time police officers and police sergeants shall be paid one and one-half times their regular rates of pay for all time worked in excess of their regularly scheduled work day, which may consist of eight (8) or ten (10) hours per day and/or one hundred sixty (160) hours within a twenty-eight (28) day period. However, time and one-half pay will not be paid if an employee exceeds one hundred sixty (160) straight time hours within the twenty-eight (28) day work week rotation and/or eight (8) or ten (10) (if so scheduled) hours in a day because of the convenience of or request of the employee, including movement to a new shift as a result of a bid, shift trades, and/or the employee's attendance at non-mandatory training. Employees involuntarily scheduled for a sixth or seventh consecutive day shall be compensated at time-and-one-half for the sixth or seventh consecutive day.

Section 3 – Dispatchers will be paid one and one-half times their regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours in a work week. However, time and one-half pay will not be paid if an employee exceeds forty (40) hours per week and/or eight (8) hours in a day because of the convenience of or request of the employee, including movement to a new shift as a result of a bid, shift trade, and/or the employee's attendance at non-mandatory training. Employees involuntarily scheduled for a sixth or seventh consecutive day shall be compensated at time-and-one-half for the sixth or seventh consecutive day.

Section 4 – All paid time off will be considered time worked for purposes of computing eligibility for overtime pay. In addition, hours not worked on any holiday for which the employee is paid shall, if the holiday occurred on what would have been a regularly scheduled work day, be considered as hours of work in computing overtime under any provision of this Agreement.

An employee off work on a scheduled comp day shall be paid at their regular straight time rate for all hours worked on a scheduled detail that occurs at a time other than scheduled working hours.

Section 5 – The City will attempt to offer overtime to employees covered by this agreement on an equitable basis. An overtime roster will be maintained in order to equalize, to the extent practicable, the number of overtime hours offered to employees within their work group. Overtime offered but refused is counted as time worked when determining eligibility to work overtime hours. When necessary, a representative of the Union will meet with the Chief and/or the Human Resources Manager of the City to review and discuss the distribution of overtime among members of the Department.

Section 6 – Employees in classifications covered by this agreement, excluding probationary employees, may earn compensatory time off in lieu of monetary overtime compensation. Such compensatory time shall be calculated in the same fashion as overtime in accordance with Sections 2 and 3 above. The maximum amount of compensatory time an employee may use in one calendar year is one hundred twenty (120) hours and the maximum amount an employee may have banked at any one time shall not exceed one hundred twenty (120) hours. Compensatory time shall be scheduled the same as vacation time. The City will honor requests for the use of compensatory time within a reasonable period of time after the request has been made as long as said request does not unduly disrupt the normal operations of the department or cause the payment of overtime. Whenever practical, compensatory time is to be used within one (1) year of the date it has been earned or it is subject to being cashed out at the current hourly rate of pay. In addition, upon the retirement or termination of an employee, all banked compensatory time shall be cashed out at the employee’s final regular rate of pay.

Employees may cash out compensatory time no more than four (4) times each calendar year by submitting a request on the City’s Leave Form. Each request must be in increments of forty (40) hours.

Section 7 – There shall be no pyramiding of premium pay.

ARTICLE 8
PAY RATES AND COMPENSATION

Section 1 – The pay ranges which shall be effective during the term of this Agreement are set forth in the attached Exhibits which are made a part hereof. There shall be no reduction in rate of pay for any employee as long as he remains in his present class description.

Section 2 – Premium Contribution Stipend – If a member of the OPBA is required to pay a premium as described in Article 16, Section 4, the City will contribute \$400.00 in the employee’s choice of either a Flex Spending Account or Health Savings Account in each year in which the premium contribution is increased.

ARTICLE 9
CALL-IN PAY, COURT TIME AND TRAINING TIME

Section 1 – Police Department employees called to work at a time other than scheduled working hours or on a day off shall receive a minimum of two hours work or two hours pay in lieu thereof, at the applicable overtime premium. However, when employees are called in immediately prior (two hours or less) to the start of their scheduled shift, they will be paid for actual time worked if less than one hour and for two hours if more than one hour. The provisions for call-in pay do not apply when the normal work shift is extended at the end of the day.

Section 2 – Police Department employees required to appear in court at a time other than normal daily working hours or on a day off, as part of their official duties as a police officer for the City of Orrville, shall receive a minimum of three hours pay regardless of jurisdiction. However, when employees are scheduled to appear in court immediately prior (two hours or less) to the start of their scheduled shift, they will be paid for actual time worked if less than one hour and for three hours if more than one hour. If the court time occurs on a paid day off, an appropriate amount of leave time shall be restored to the employee. It is understood the employee is required to contact the court/prosecutor’s office no sooner than twenty-four (24) hours prior to his/her scheduled appearance to determine if the officer is still required to appear. Court time shall not be paid to employees during regularly scheduled working hours. Any compensation received by officers for an appearance in court shall be given to the Finance Department.

Section 3 – Police Department employees required to attend firearms training, departmental meetings, or other departmental training held in Orrville other than normal daily working hours or on a day off, shall receive two hours pay at the applicable overtime premium. All departmental training or staff meetings must have the prior approval of the Chief of Police.

Section 4 – Police Department employees shall receive two hours pay at the applicable overtime premium when required to attend departmental training sessions when held within the City of Orrville and approved by the Chief of Police. Departmental and staff meetings shall be considered training for the purposes of this Article.

ARTICLE 10
TRAVEL AND TRAINING

Section 1 – The City will pay employees riding in a vehicle to off-site training their straight-time hourly wage into the employee’s compensatory time bank for all hours above 10 hours on a normally scheduled workday or for all hours spent traveling on a scheduled day off.

Section 2 – The City will pay employees driving a vehicle to off-site training time and one-half their hourly wage for hours above 10 hours on a normally scheduled workday or for all hours spent driving on a scheduled day off.

Section 3 – The employee shall be eligible for reimbursement for expenses in accordance with the City's policies on reimbursement for travel expenses in effect at the time. If a City-owned vehicle is not available and the employee utilizes his personal vehicle, the employee shall be entitled to reimbursement at the current rate for City authorized travel. In addition, non-mandatory training may not cause the City to incur any additional overtime liability during the twenty-eight (28) day cycle.

Section 4 – A police officer who has been trained as a field training officer and has been assigned by the Chief to train another employee, shall be compensated at his/her regular rate plus two dollars (\$2.00) per hour for all hours worked, provided a minimum of four (4) hours is worked in such position, when training another employee.

Section 5 – A dispatcher who has been assigned by the Chief to train other employees shall be compensated at his/her regular rate plus two dollars (\$2.00) per hour for all hours worked, provided a minimum of four (4) hours is worked in such position, when training another employee(s).

ARTICLE 11
ACTING SHIFT SUPERVISOR

Section 1 – An employee may be assigned by the Chief to perform the duties and responsibilities of a supervisory position. Upon assignment to such position, the individual shall be compensated at the base rate for a sergeant for all hours actually worked in the supervisory position, provided a minimum of one (1) hour of work in such position is performed.

Section 2 – A Dispatcher I assigned by the Chief to perform the duties and responsibilities of a Dispatcher II will receive an additional seventy-five cents (\$0.75) an hour for all hours actually worked in the Dispatcher II position, provided a minimum of one (1) hour of work in such position is performed.

ARTICLE 12
UNIFORM ALLOWANCE

Section 1 – All full-time uniformed officers shall receive in addition to all other compensation, a uniform allowance of one thousand dollars (1,000.00) the second pay period in January, of 2013, 2014 and 2015. In instances where the Safety-Service Director requires officers covered by this agreement to purchase a new or different item of clothing, the City will pay the cost of said item. In instances where the department chooses an item and it is not considered mandatory, the officer will pay the cost from his or her uniform allowance.

Section 2 – SRT and Bike Patrol uniforms will be replaced at the City's expense. The officer must turn in worn or damaged uniform items to the appropriate Bureau Commander. Items will then be replaced with the approval of the Chief.

ARTICLE 13
TRAINING WAGE

Any newly hired full-time police officer who does not possess a certificate issued by the Ohio Peace Officers Training Council or whose certificate is not valid due to a requirement to attend additional training, shall be paid a wage to be termed a training wage. Said wage shall be equal to seventy-five percent (75%) of the base rate for a full-time Police Officer as established by this agreement. After successful completion of all required training and receipt of the appropriate certificate(s) and other documentation and upon commencement of the Departments Field Training Officer Program (F.T.O.), said officer's wage rate shall be increased to eight-seven and one half percent (87.5%) of the base rate for a full-time Police Officer as established by this agreement and in effect at the time. After successful completion of the F.T.O. program, as determined by the Field Training Officer, said officer's wage shall be increased to the base rate in effect at the time. Thereafter, all increases shall be in accordance with the provisions of this agreement.

ARTICLE 14
EDUCATION AND TRAINING REIMBURSEMENT

The City encourages full time employees to increase their skills through attendance at seminars, workshops, continuing education and college classes. All employees are eligible to participate in this program regardless of classification. Normally, new employees are asked to wait for a minimum of six months or until after their required learning period is completed before making a request for training and/or education.

Courses are divided into two categories, training and education. Training is paid in advance and education is reimbursed after successful completion. As a general rule, continuing education courses are considered training and college courses are considered education.

Employees enrolling in courses for which they will be requesting prepayment or reimbursement should complete the proper form as soon as a decision has been made, but no less than three weeks in advance. The request must be approved by the Captain and/or Chief and the Safety Service Director prior to the date the course begins. In addition, employees requesting prepayment for training must sign a statement agreeing to repay the City if the course is not successfully completed. In both training and education, verification that the course(s) has been successfully completed is required.

College level courses must be part of a program leading to a degree to qualify for reimbursement. Such courses must lead to the receipt of an Associate, Bachelor, or Master Degree in a field approved by and of benefit to the City. Courses directly related to the job will be reimbursed at 80 percent of tuition and other mandatory fees at an accredited state supported college or university or at a private institution, provided the total cost for the program at the private institution does not exceed the cost for the same or similar program at a state supported institution. Courses that are not directly related to the job (electives) but still part of the approved degree program will be reimbursed at 50 percent of the tuition and general service fee after verification of successful completion, i.e. "C" or better. The maximum an employee may be reimbursed in a calendar year is \$5,250.00. Note: Fees for books, late fees, changes and parking are the responsibility of the employee.

Employees enrolled in a college program that leads to a degree will be required to sign an agreement to reimburse the City should they leave employment within two years of completion of their program of study. Such reimbursement will be prorated depending on the length of employment after completion of the degree.

Employees may also attend seminars and other training sessions provided they have received approval in advance by the Safety and Service Director. If travel out of town is necessary, approval of the Mayor is also required.

In all cases, speak with your supervisor three weeks or more in advance of the deadline for registering for or signing up for a class. They will assist you in completing the form properly and indicate if they feel the course is job related.

ARTICLE 15
WORKER'S COMPENSATION

The City will provide Worker's Compensation coverage for OPBA members while on approved extra-duty detail within the City limits.

ARTICLE 16
INSURANCE

Section 1 – Life Insurance – The City will provide group life insurance for full-time employees under age seventy (70) in the amount of one (1) times said employee’s base annual salary based on a 2,080 hour year. The City will provide group life insurance for full-time employees’ age seventy (70) and over in the amount of sixty-five percent of said employee’s base annual salary based on a 2,080 hour year. In addition, the City will provide accidental death and dismemberment insurance in an amount equal to the employee’s base annual salary.

Section 2 – Medical Insurance – The City will continue to provide medical, prescription, and ancillary coverage for full-time employees covered by this agreement that will provide comparable coverage as the plan in effect upon execution of this agreement, except as otherwise provided for in Section 3 of this agreement. The City reserves the right to select carriers/providers and/or to otherwise determine the manner by which any and all coverage is to be provided.

Section 3 – Nothing herein shall preclude the Employer and the Union from mutually agreeing to additional or alternative cost containment provisions in order to secure more cost-effective coverage. Any such agreement shall be reduced to writing and signed by both parties, and such agreement shall not affect nor negate any remaining provisions of this Article. In the event that the Employer receives information that the costs for hospitalization and medical service coverage will increase for the next plan year, the Health Plan Review Committee (HPRC) will be notified. Within ten (10) calendar days of receipt of such notice, the HPRC will be convened.

The HPRC shall consist of 8 members, made up of two (2) bargaining unit representatives elected or appointed by each of the recognized bargaining units and four (4) management representatives designated by the Mayor, and one non-voting administrative employee to record committee minutes. The City may elect to have fewer representatives attending, but in any case shall have an equal number of votes (i.e., four [4]).

The HPRC committee shall, within thirty (30) calendar days of its first meeting after receiving notice of an anticipated increase and by majority vote shall decide to:

1. change the plan(s) and reduce the level of benefits so that the cost does not increase; or
2. change the plan(s) and reduce the benefit levels to minimize the cost increases; or
3. maintain the existing plan(s) and benefit levels.

The HPRC Committee representatives shall be vested with the authority to make recommendations on plan/coverage reductions or changes as well as a recommendation of any of the above options. A recommendation of any one of the options listed above by majority vote of the HPRC Committee shall be deemed a valid recommendation. Majority shall be defined as fifty percent (50%) plus one (1) of those committee members; observers/advisors do

not have voting authority. A timely and valid recommendation submitted by the committee will be implemented by the Employer.

Section 4 – Contribution Rates/Self-Insurance – Should the HPRC determine to incur a cost increase for hospitalization and medical service coverage, The Union agrees to begin making a premium contribution. The contribution will be a percentage of the entire premium based on the employee’s enrollment. Premium amounts are based on the expected claims per employee as quoted by the City’s Health Insurance Provider. Contributions shall be as follows:

1. In 2013, the City agrees to provide employees with hospitalization and medical service coverage at an average expected claims rate of \$1,180.00.
2. The first year following 2013 the HPRC determines to accept a cost increase for hospitalization and medical service coverage, employees will pay 3% of the Health Insurance Premium based on the employee’s enrollment.
3. The second year following 2013 the HPRC determines to accept a cost increase for hospitalization and medical service coverage employees will pay 5% of the Health Insurance Premium based on the employee’s enrollment.

Section 5 – Coverage Coordination – A bargaining unit member who is married to another City employee is only entitled to coverage under a single, family policy from the Employer.

Section 6 – Dental Plan – The City will make available a group dental plan for employees covered by this Agreement. The plan shall be mutually agreeable to the City and the Union. Employees may opt out of the dental coverage once per plan year. The cost for the monthly premium during the life of this agreement shall be borne equally by the City and employees.

ARTICLE 17
PENSION PICK-UP

Within a reasonable period from the ratification of this contract and after IRS approval, the City shall initiate a pension "pick up" plan. Specifically the Employer shall designate each Employee's mandatory contributions to the Police and Firemen's Disability and Pension fund as "picked up" by the Employer as contemplated by Internal Revenue Service rulings 77-464 and 81-36, although they shall continue to be designated as Employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the Employee's income reported by the Employer as subject to federal and Ohio income tax shall be the Employee's total gross income reduced by the then-current percentage amount of the Employee's Mandatory Police and Firemen's Disability and Pension Fund contribution which has been designated as "picked up" by the Employer and shall be included in computing final average earnings, provided that no Employee's total earnings is increased by such "pick up", nor is the Employer's total contribution to the Police and Fireman's Disability and Pension Fund increased thereby. The member's contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension fund benefit calculations, and for the purpose of the parties in fixing salaries and compensation of member as set forth in this contract. The City's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

ARTICLE 18
HOLIDAYS

Section 1 – All employees covered by this Agreement shall receive eight (8) hours of pay at their regular hourly rate for the following holidays, regardless of the day of the week on which the holiday falls. Employees must have worked their scheduled day before and after a holiday to be paid unless they are excused. For the purposes of this Article, an excused absence consists of a verified illness, injury or death in the immediate family, jury duty, vacations or an absence approved by the City. Such excused absence must be documented.

Section 2 – For the purposes of this Agreement, the holidays are:

New Year's Day	Fourth of July
Martin Luther King, Jr. Day	Labor Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day

Section 3 – If a holiday falls within an employee's vacation period, such day shall be counted as a holiday and not as a vacation day. If a holiday falls within a sick leave period, it will not be counted as a sick day.

Section 4 – Employees who work on designated holidays shall be paid one and one-half times their regular rates of pay for the hours worked in addition to the regular holiday pay.

ARTICLE 19
VACATION

Section 1 – Full-time employees shall have earned and will be due vacation leave with full pay according to the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation with full pay</u>
After 1	80
After 5	120
After 11	160
After 17	200

Notwithstanding Section 9.44 of the Ohio Revised Code, years of service shall include only continuous full-time service with the City. Credit for years of service shall not be granted for employment with any other local or state subdivision in the State of Ohio. Years of service shall be computed on the basis of anniversary dates of employment and an employee shall not be entitled to vacation leave until earned.

Section 2 – Upon the death or retirement of full-time employees, said employee or said employee's estate will be entitled to vacation pay on a prorated basis to date of death or retirement.

Section 3 – An employee shall not unreasonably be denied vacation providing the request is for a minimum of forty (40) hours, unless it tends to interfere with normal scheduling. Up to one week of vacation time may be carried over to the next year. In instances where an employee has attempted to, but is not able to schedule and take vacation within his/her anniversary year, any remaining balance of vacation will be paid to the employee.

Section 4 – Employees are permitted to use vacation time in increments of less than forty (40) hours. Such requests will be considered on an individual basis with consideration given to the needs of the department and circumstances in existence at the time.

Section 5 – An employee who has been employed for a length of time so that the employee is eligible for four (4) weeks of vacation or more in any one year, shall be allowed to accumulate up to one (1) week of vacation time each year in addition to that currently allowed. Such vacation time may be accumulated to a maximum of four (4) weeks for the purposes of the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

ARTICLE 20
PERSONAL DAYS

Section 1 – Each full-time Police Department employee will be given three (3) personal days on January 1 of each year which shall be scheduled not less than forty-eight (48) hours in advance and shall be approved by the Chief.

Section 2 – An employee who has accumulated ninety-six (96) hours of sick leave but less than nine hundred sixty (960) hours of sick leave is entitled to one personal day for each consecutive four (4) month period when no sick leave is used. Said four (4) month periods are defined as January 1 through April 30, May 1 through August 31, and September 1 through December 31 each calendar year.

After an employee of the Police Department has accumulated nine hundred sixty (960) hours of sick leave, said employee is entitled to one personal day for each consecutive three (3) month period when no sick leave is used. Said three (3) month period is defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 each calendar year.

An employee shall not accrue any personal leave days if his or her balance of accrued sick leave falls below 96 hours and until such time as said balance equals or exceeds 96 hours. Personal days may be accumulated to a maximum of eighty (80) hours. Any hours beyond 80 will be forfeited.

ARTICLE 21
SICK LEAVE

Section 1 – An employee shall be granted sick leave with pay on the basis of ten (10) hours for each calendar month of continuous service. Sick leave may be accumulated to a maximum of 960 hours (eight hours leave per day).

Section 2 – In the event of a catastrophic illness or injury to an employee or an employee's immediate family member (herein defined as current spouse or an employee's child, to include stepchild) said employee is eligible to receive donated leave. Prior to receiving any such donated leave, the employee must have exhausted all available paid leave time and the employee's absence must be the result of the catastrophic injury or illness to the employee or the immediate family member.

The decision of an individual employee of whether or not to donate leave time to another employee per this Article is to be free and voluntary and no employee shall pressure or coerce any other employee directly or indirectly to donate leave.

No employee shall be eligible to receive more than two hundred forty (240) hours of donated leave during the course of that employee's service with the City of Orrville.

An employee (donor) proposing to donate leave time must have written authorization in the form of an agreement with the City in advance of donated leave to be used by another employee (donee-employee). Said agreement shall include both the identity of the proposed employee (donee-employee) and a statement that the donor-employee is forever waiving his or her right and claim to such leave. Upon receipt of the fully executed agreement by the City, such donated leave shall be credited to the leave balance of the donee- employee. The donee-employee may not use the donated leave to cover any absence prior the City's receipt of the fully executed agreement. Donated leave shall be credited and paid to the donee-employee in the order it is received, to the extent practical.

Approved donated leave shall be credited at a rate equal to the current hourly pay rate of the donor-employee or the donee-employee, whichever is less.

Section 3 – Sick leave may be used for the illness of the employee, the employee's spouse or the employee's minor or otherwise unemancipated children when needed to care for them. Sick leave may also be used to care for the employee's parent(s) or adult child(ren) in cases where the parent or adult child requires assistance for transportation to medical appointments, or for physical or emotional care in cases of illness/injury or hospitalization.

Section 4 – Employees who quit or are discharged shall not receive any compensation for any accumulated sick leave.

Section 5 – Upon the death of any full-time employee covered by this agreement, a lump sum payment of that portion of unused sick leave up to the maximum of 960 hours shall be paid to his surviving spouse or, if none, to his estate.

Section 6 – Any full time employee of the City eligible for retirement according to the applicable state statutes shall be paid the accumulated sick leave to his credit, not to exceed 960 hours, in a lump-sum amount upon his retirement.

Section 7 – Sick leave earned with another public agency or entity shall not be transferable to the City of Orrville.

ARTICLE 22
FUNERAL LEAVE

Section 1 – In the event of a death in the employee's immediate family (i.e., an employee's current spouse, an employee's parent, a parent of a current spouse, a child to include stepchild, and brother and sister, grandparent, current spouse's grandparent, grandchildren), the employee may use accumulated sick leave of up to a maximum of three (3) scheduled work days, one of which shall be the day of the funeral.

Section 2 – Funeral leave of one day may be granted in the case of the death of an employee's daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Such funeral leave shall be deducted from accumulated sick leave.

Section 3 – Funeral pay as provided above shall consist of pay for any regular scheduled hours of work up to eight hours per day for the days the employee is excused. The rate of pay will be the straight time hourly rate of the employee for days he would have worked during his normal work week.

Section 4 – Additional funeral leave may be granted without pay at the discretion of the Chief. Such additional leave shall not be deducted from accumulated sick leave. The City will allow one (1) additional day off with pay for employees who travel more than five hundred (500) miles to attend a funeral which is covered by the funeral pay provisions of this Article. Said leave shall be deducted from accumulated sick leave.

ARTICLE 23
JURY DUTY

Section 1 – An employee who is called for jury duty and serves as a juror on a regularly scheduled working day or days shall receive his regular rate of pay, not exceeding eight (8) hours per day, provided the pay for such services is given to the City along with a copy of the summons to serve as a juror. In addition, the employee shall provide the City with an affidavit of attendance for each time the employee is called to serve as a juror.

Section 2 – An employee shall be similarly paid for time lost from work (not to exceed four (4) hours) because of being called to determine his qualifications for jury duty.

ARTICLE 24
INJURY LEAVE

Section 1 – Employees covered by this Agreement who are injured or contract an infectious disease during the course of and as a result of their employment with the City and subsequently qualify for Workers' Compensation, shall be eligible for injury pay. Such injury leave shall be equal to the difference between Workers' Compensation and 100 percent of said employee's regular weekly earnings (forty straight time hours). Employees shall use accumulated sick leave for the first seven (7) calendar days of disability.

Section 2 – Employees who qualify for injury leave may receive compensation under this section for a maximum of one hundred eighty (180) calendar days. Said one hundred eighty (180) day period is not renewable.

Section 3 – Employees shall have the option of accepting benefits under sick leave in lieu of injury leave.

ARTICLE 25
UNPAID LEAVE OF ABSENCE

Section 1 – At the discretion of the Employer, an employee having exhausted all other forms of paid leave may be granted a leave of absence to a bargaining unit employee for a period of time not to exceed one (1) year, and upon the expiration of such leave the employee may be reinstated to his position.

Section 2 – Whenever possible the employee’s request for a leave of absence shall be submitted to the City at least thirty (30) days prior to the desired commencement date.

Section 3 – Any employee on an authorized leave of absence does not accrue sick leave, vacation leave, or other service based benefits. Time spent on an authorized leave of absence shall be considered for seniority purposes.

Section 4 – Employees on a leave of absence may be laid off as any other employee and retain only those rights as would any other laid off employee.

ARTICLE 26
MANAGEMENT'S RIGHTS

Section 1 – It is agreed the City shall retain the right to:

- a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a government unit;
- j. Ensure a full day's work for a full day's wages;

Section 2 – Failure of the City to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights in some other manner not in conflict with the terms of this Agreement.

ARTICLE 27
PROMOTIONS AND TRANSFERS

Section 1 – All promotions, transfers and temporary appointments unless otherwise governed by this Agreement will be made in accordance with the City's Municipal Civil Service Rules and Regulations, as amended from time-to-time.

Section 2 – All employees inducted into the armed services of the nation shall be extended their rights as guaranteed by applicable law.

ARTICLE 28
WORK RULES

Section 1 – The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer’s services and programs.

Section 2 – Notification/Posting – At least ten (10) days prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union. If requested, the City will meet with the Union to discuss the matter prior to the date of implementation. Except in cases of emergency, revisions to work rules, policies and procedures shall be subject to the above notification period and will be posted five (5) calendar days in advance of their effective date.

Section 3 – The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 29
DISCIPLINARY PROCEDURES

Section 1 – The Employer may take disciplinary action against any non-probationary employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., verbal warning).
2. Written reprimand.
3. Suspension of record (i.e., paper suspension).
4. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
5. Reduction in pay or position.
6. Discharge.

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

Section 2 – Grounds for Discipline – Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, violations of City or department work rules, policies, procedures, or any other acts of misfeasance, malfeasance, or nonfeasance, shall be cause for disciplinary action.

Section 3 – Progressive Discipline – Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4 – Pre-disciplinary Conference – Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify the employee and the Union President in writing at least seventy-two (72) hours in advance of the hearing of the charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.

The employee may be accompanied by a Union steward, officer, or attorney during the disciplinary hearing. Prior to the time of the hearing, the employee may waive their right to the disciplinary hearing in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present his/her response.

Section 5 – Discipline Records – In imposing discipline on bargaining unit employees, the City will not rely upon previous discipline that is more than two (2) years old, unless a suspension was involved. In the event that a prior discipline involved a suspension, the City may rely upon that discipline in imposing future discipline for a period of up to, but not exceeding four (4) years.

Section 6 – Grievance and Arbitration – For all employees covered by this agreement, a disciplinary suspension of three (3) days or less is subject only to the Grievance and Arbitration section of this agreement found in Article 35, and is not appealable to the Municipal Civil Service Commission.

ARTICLE 30
SHIFT BIDDING AND ASSIGNMENT

The City at all times has and shall retain and reserve the right to override shift preferences and schedule bargaining unit employees, and the City has required that Dispatchers to work two out of three shifts and Patrol Officers and Sergeants to work all three (3) shifts during each calendar year. Additionally, the City has by practice permitted full-time Dispatchers, Patrol Officers and Sergeants the ability to assert their shift preference by seniority (“bid”) in two-month blocks of time; and agree as follows:

1. Employees covered by the agreement between the City of Orrville and the Ohio Patrolmen’s Benevolent Association, excluding probationary employees, shall be permitted on an annual basis, as established by the Chief, to exercise seniority for shift preference (in accordance with the practice currently in effect) and “bid” on shifts in two-month blocks of time. It is understood that Dispatchers are required to work two out of three shifts during each calendar year and that Patrol Officers and Sergeants are required to work all three (3) shifts during each calendar year. Further, the Chief retains the right to assure a mix of officers for legitimate operational purposes when considering an officer’s shift preference request. An officer’s shift preference request, pursuant to this Article, shall not be denied for arbitrary or capricious reasons.
2. The designated shifts selected by Dispatchers, Patrol Officers and Sergeants may be changed by the Chief in any case where it’s necessary to meet the requirements of the department to include but not limited to training, special details, to accommodate a members request for paid leave, or to improve an individual employee’s performance that does not meet expectations in accordance with his/her most recent performance appraisal.
3. In the case of a foreseeable long-term absence, the schedule for Dispatchers, Patrol Officers and Sergeants may be reissued for re-bid if more than six (6) weeks remain in that schedule. This will ensure that a senior Dispatcher, Patrol Officer or Sergeant will not be required to work a less desirable shift for an extended period of time. Upon return to full staff, the original schedule for that period of time may resume if more than three (3) weeks remain in that schedule.
4. In the event the Chief determines that a different schedule or bid procedure is desirable for the Department, he will notify the Union of his intent to make such change and submit same to the Union at least ten (10) calendar days prior to such change. On request by the Union the Chief will meet to discuss the new schedule or bid procedure prior to its implementation.
5. Disputes arising out of this agreement shall be handled in accordance with the grievance procedure contained in Article 35 of the Agreement between the City of Orrville and the OPBA.

ARTICLE 31
LAYOFFS

Section 1 – When the employer determines that a layoff or job elimination is necessary, the employer and Union will promptly meet in order to discuss alternative solutions to layoffs. Employees whose jobs are eliminated shall have the same rights as laid off employees in accordance with this Article.

Section 2 – If a mutually agreeable solution is not found, layoffs shall be made in accordance with the remaining provisions of this Article.

- a. The employer shall determine when a layoff or job elimination will occur.
- b. The employer shall identify how many persons from each classification(s) are to be laid off or eliminated.
- c. Within each affected classification, layoffs will be made in inverse order of seniority. Bargaining unit employees with the least seniority will be laid off first. Seniority shall be determined on the basis of total length of full-time service with the City of Orrville. In the event that two or more employees have the same date of hire, the employee with the highest civil service examination score shall have preference in seniority.
- d. If layoffs occur in the sergeant's rank, they may bump down to the patrol rank with the lowest seniority patrol officer(s) being laid off. No other bumping is permitted except as specified herein. It is understood that in order for a sergeant to bump into the patrol officer's rank he/she must have more seniority (as defined in this agreement) than at least one patrol officer.
- e. Employees to be laid off shall be given at least thirty (30) calendar days notice.
- f. Laid off employees shall have recall rights for two (2) years from the date of layoff, and recall shall be made in the opposite order of layoff.
- g. Recalled employees must respond within seven (7) calendar days following receipt of the recall notice and notify the employer of their intention to return to work. Notice of recall shall be sent to the employee by certified mail. The employer shall be deemed to have fulfilled its recall obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the employee.
- h. Before any full-time employees are laid off, all probationary, temporary, part-time, provisional, seasonal and auxiliary employees shall be laid off.

ARTICLE 32
SENIORITY

Section 1 – Definitions – Seniority shall be defined as follows:

- a. Total Seniority – Total Seniority shall be defined as an employee's length of continuous uninterrupted full-time employment with the City. A probationary employee shall have no seniority until he satisfactorily completes a probationary period, at which time such employment will be counted as part of his total length of continuous employment.

- b. Department Seniority – Department Seniority shall be defined as an employee's length of continuous uninterrupted full-time employment as either a sworn Police Officer with the City of Orrville Police Department or a Police Dispatcher with the City of Orrville Police Department, as may be applicable.

- c. Classification/Rank Seniority – Classification/Rank Seniority shall be defined as an employee's length of continuous uninterrupted full-time employment within a specific job classification/rank that is covered by this Agreement. (i.e. Patrol Officer, Police Sergeant, Dispatcher I, Dispatcher II)

Section 2 – Termination of Seniority – An employee's seniority shall be terminated when one or more of the following occur: 1) he resigns; 2) he is discharged for just cause; 3) he is laid off for a period of time exceeding two (2) years; 4) he retires; and 5) he refuses a recall or fails to report to work within ten (10) calendar days from the date the City sends the notice of recall. (It shall be the employee's responsibility to provide the City with his current address for notification during the period of layoff.)

ARTICLE 33
JOINT LABOR-MANAGEMENT COMMITTEE

Section 1 – To provide for a means of better communication and understanding amongst the City of Orrville, its management, and the Union, without the necessary utilization of the contractual grievance/arbitration machinery, a Joint Labor Management Committee may be established. The Committee will discuss matters of mutual concern, excluding items negotiated pursuant to this Collective Bargaining Agreement or pursued in accordance with the grievance procedure contained herein.

Section 2 – The City and the Union may, by mutual agreement, convene the Joint Labor Management Committee at a designated time and place which is mutually convenient to both parties. Either the City or the Union may insist upon a meeting of the Joint Labor Management Committee no more frequently than once every four (4) months. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks notice to the other party.

Section 3 – The City shall designate up to three (3) representatives to attend the meeting of the Joint Committee. Likewise, up to three (3) representatives of the Union may be present. It is understood that either party can request the assistance of a non-employee representative, if it feels it will assist the meeting.

ARTICLE 34
UNION REPRESENTATION

Section 1 – The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by representatives.

Section 2 – In no event shall a Union representative leave his job or contact another employee during working hours without the prior express approval of his Shift Commander. Such approval shall not be unreasonably withheld.

Section 3 – The City will reimburse Union representatives for time spent during their regular working hours in the performance of their recognized activities under the above Section 2 only where such activity involves meetings with representatives of the City in the grievance procedure or negotiations. In no event will the City reimburse Union representatives for time lost from their regular hours of employment resulting from the attendance at Union meetings not involving members of management or arbitration hearings.

ARTICLE 35
GRIEVANCE AND ARBITRATION

Section 1 – Definition – A grievance is defined as any allegation of a violation of a specific provision of this Agreement brought by any employee or group of employees represented by the Union. Any member of the bargaining unit shall have the right to present his or her grievance in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination or reprisal.

Section 2 – Grievance Processing/Time Limits – Each enumerated step provided for herein shall be exhausted before going to the next enumerated step. However, a grievance contesting a disciplinary action that results in loss of compensation may be initiated at step three of the grievance procedure.

Section 3 – Waiver – If an employee or the Union opt to pursue a grievance under this Article, said action expressly waives any rights that the individual and/or Union may have to proceed with the same dispute under the jurisdiction of the Municipal Civil Service Commission of the City of Orrville. Likewise, if an employee or the Union pursue a complaint through the Civil Service Commission, they may not proceed with the same dispute under this grievance procedure.

Section 4 – Procedure – Nothing in this Article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Should no agreement be reached as a result of an informal conference, then the following steps shall apply to process a formal grievance:

Step 1: The grievance shall be reduced to writing, dated and signed by the grieving employee and two copies thereof shall be presented to the employee's Shift Commander and one copy to the Union within ten (10) calendar days of the time the employee knew or should have known of the occurrence giving rise to the grievance. Said writing shall set forth compliance with the informal settlement procedure step by setting forth the date and time the parties discussed the matter and shall also specifically reference the section or sections of this Agreement claimed to be violated. If the grievance fails to set forth the section or sections of this Agreement claimed to be violated, such failure shall not invalidate the grievance, but the Shift Commander may return the grievance to the employee who shall have seven (7) calendar days to resubmit the grievance with the section or sections so referenced. Failure to resubmit the grievance within such time period shall invalidate the grievance. A copy thereof shall be given to the Union. If a written answer is not received within said seven (7) calendar days, there is a presumption that the grievance is denied.

Step 2: Should no agreement be reached in Step 1, then within seven (7) calendar days thereafter, the employee or this steward must request a meeting between the employee and his Union representative and the employee's Shift Commander and the Chief of Police.

Step 3: Should the grievance be unanswered or no agreement reached within seven (7) calendar days after the Step 2 meeting, the Union must request a meeting with the Human Resources Manager within seven (7) calendar days thereafter. The Human Resources Manager shall convene a meeting within seven (7) calendar days of receipt of the request or such other time as mutually agreeable. Neither the City nor the Union may have more than three (3) representatives at the meeting. The City's Step 3 answer shall be made to the Union within ten (10) calendar days of the Step 3 meeting.

Section 5 – Arbitration

- a. If a grievance shall not have been settled through the foregoing procedure, then the Union may within fifteen (15) calendar days after the Step 3 response (or the date the Step 3 response was due) refer the matter to arbitration by giving the City notice of its desire to submit the grievance to arbitration.
- b. Selection of the Arbitrator – Within ten (10) calendar days of the written request for arbitration, the Union shall request a panel of nine (9) Ohio resident, National Academy Certified arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) calendar days from receipt of the panel of arbitrators from FMCS, each party shall strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. The party requesting arbitration must contact the selected arbitrator to obtain available dates for the arbitration hearing and the parties shall cooperate with the arbitrator in scheduling the matter for hearing.
- c. In the event an arbitration hearing has not been held on a pending grievance within six (6) months of the written request for arbitration specified in Section 5(a), above, absent written agreement of the parties, the demand for arbitration shall be deemed withdrawn and the grievance resolved on the basis of the last step response issued concerning the grievance.
- d. Hearing and Decision – The arbitrator shall fix a time and place in Wayne County, Ohio, for a hearing upon reasonable notice to each party. After such hearing, the arbitrator shall be requested to render a decision within thirty (30) calendar days, or as soon thereafter as possible. Such decision shall be binding on both parties and the employee or employees, but subject to appeal as provided for under the Ohio Revised Code.
- e. Arbitral Authority – The arbitrator shall have no power to render a decision which adds to, subtracts from, or modifies this Agreement or which is in violation of applicable federal, state or local law. The decision shall be confined to the meaning of the contract provision which gave rise to the dispute.

Arbitration Expenses – The losing party to the arbitration shall bear the expense of the arbitrator and the rental, if any, of the place of arbitration. All other expenses attendant to

arbitration will be borne by the parties incurring the expense, including the expense of any witnesses called by such party.

ARTICLE 36
STRIKES

Section 1 – Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, concerted "sick leave" or mass resignation, work stoppage or other unlawful interference with the normal operations of the City for the duration of this Agreement. A breach of this Section may be grounds for dismissal. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the Union meets all of its obligations under this Article.

Section 2 – The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and recognize their mutual responsibility to provide for uninterrupted services to the Citizens of Orrville. Therefore:

- a. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City by its members. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress. Such notice shall instruct all employees to immediately return to work. Should the employees fail to immediately return to work or the Union fail to post such notice, the City shall have the option of canceling any article of this Agreement. Any employee failing to return to work after notification by the City as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge, and only the question of whether or not he/she did, in fact, participate in or promote such action shall be subject to appeal.
- b. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 of this Article.

ARTICLE 37
OBLIGATION TO NEGOTIATE

Without limiting the City's management rights under Article 26 hereof, any effort by the City to make a change involving a mandatory subject of bargaining, whether such subject is covered by this agreement or not, shall be negotiated in accordance with the negotiation procedures of O.R.C. 4117.14 and its implementing regulations. The foregoing does not apply with respect to negotiations over the effects of any decision made by the City in the exercise of its management rights.

ARTICLE 38
NEGOTIATIONS

The parties agree that once an appropriate notice to terminate this Agreement is served, the following procedures shall apply:

Section 1 – Each negotiating team has authority to negotiate tentative agreements. The tentative agreement shall be subject to ratification by the bargaining unit employees and subject to the approval of the City Council.

Section 2 – Any tentative agreements reached shall be reduced to writing and initialed by both parties, but shall not become effective until a full contract is finally approved and executed.

Section 3 – All negotiating sessions will be held in City Hall, unless mutually agreed otherwise.

Section 4 – The OPBA and the City shall each select its own bargaining committee. The Union committee will include no more than six (6) bargaining unit members who are employed by the City. The bargaining committee for the City will include not more than five (5) members. The OPBA and the City will exchange the names of their authorized bargaining committee representatives upon the signing of this Agreement. Further, each side will designate a chief negotiator and advise the other party of such designation.

Section 5 – In the event that either the City or OPBA plans to bring any additional resource people to a negotiating session, at least twenty-four (24) hours notice of such intention shall be made known to the other party. Each individual employee is responsible for notifying his supervisor in advance of any meeting requires his absence from work.

Section 6 – Negotiation sessions will be conducted as scheduled by mutual agreement. If either party is unable to attend the scheduled session, at least twenty-four (24) hours notice of said intention shall be given to the other party.

Section 7 – Negotiations will be scheduled at a mutually convenient time. Those Union Committee members who are regularly scheduled to work at such time will receive their pay from the City. In no event will the City be required to pay overtime for negotiating hours.

Section 8 – Each side is responsible for taking its own notes during negotiations. No mechanical records of the sessions will be permitted.

Section 9 – There shall be no press releases or other forms of public dissemination of information regarding negotiations unless mutually approved of in advance by all parties or until an impasse in negotiations is declared, if any. The breach of this paragraph by one party shall negate this clause and allow the other party to disseminate information to the public regarding negotiations.

Section 10 – At any time prior to the expiration date of the existing collective bargaining agreement, either party may request the Federal Mediation and Conciliation Service (FMCS) to intervene. The request shall be in writing and set forth the names and addresses of the parties, the issues involved, and the expiration date of the existing collective bargaining agreement. FMCS shall assist the parties in the collective bargaining process and each party shall fully cooperate with FMCS. The parties recognize their continuing responsibilities to bargain in good faith notwithstanding any intervention by FMCS. Any time after the intervention of and first meeting with a representative of the FMCS, either party may initiate the dispute resolution mechanisms provided in the Ohio Revised Code, including fact-finding and all post-fact finding procedures. Specifically, after the intervention of FMCS, either party may request that the State Employment Relations Board ("Board") appoint a fact finder and that fact finder will proceed in accordance with Ohio Rev. Code Section 4117.

ARTICLE 39
CITY COUNCIL APPROVAL

It is agreed that the economic terms and conditions of this Agreement must first be approved by the Council of the City of Orrville, Ohio.

ARTICLE 40
SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Should this occur within thirty (30) calendar days, the City and the OPBA representatives will meet for the purpose of discussing a mutually satisfactory replacement for such provisions. In the event that the parties are unable to agree, either party shall have the ability to file for negotiations over the invalidated matter only under R.C. 4117.

ARTICLE 41
GENDER AND PLURAL

Whenever the context so requires, the use of the 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 genders 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 42
HEADINGS

Headings of the articles are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, apply or aid in the interpretation, construction or meaning of the provisions of this contract.

ARTICLE 43
ABROGATION OF STATUTORY PROVISIONS

It is expressly understood and agreed upon by the parties that where explicitly addressed by an article in this Agreement, this Agreement's provisions shall supersede any conflicting provisions contained in:

1. Sections 9.44, 124.01 through 124.56, 325.19, and 4111.03 of the Ohio Revised Code;
2. Ohio Administrative Code Chapters 123 and 124;
3. Local City of Orrville Ordinances; and
4. The City of Orrville Civil Service Regulations, Rule I through Rule XIII.

The articles in this Agreement that specifically and explicitly supersede the corresponding section(s) of the Ohio Revised Code, Ohio Administrative Code and/or the City of Orrville Municipal Civil Service Rules and Regulations include but are not limited to:

Article 15 – Workman's Compensation
Article 16 – Insurance
Article 18 – Holidays
Article 19 – Vacation
Article 20 – Personal Days
Article 21 – Sick Leave
Article 22 – Funeral Leave
Article 23 – Jury Duty
Article 24 – Injury Leave
Article 31 - Layoffs
Pick-Up of Officers Living within the corporate limits of Orrville
Ability to drive Police Department Vehicle to Court

Notwithstanding the other terms of this Article, specific City of Orrville Ordinances that only address policy issues, where such policy does not conflict with an express provision of this Agreement and/or the City of Orrville Policy Book shall continue to apply to bargaining unit employees.

This Agreement is hereby executed by the parties on the 29th day of April, 2013, in duplicate, each of which shall constitute an original.

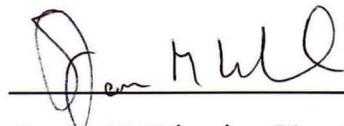
FOR THE EMPLOYER:


Jeffrey A. Brediger, Director


David T. Handwerk, Mayor

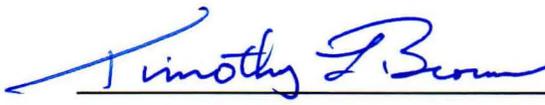

Philip C. McFarren, HR Manager


Janet L. Strimlan, Director


Steven M. Wheeler, Director

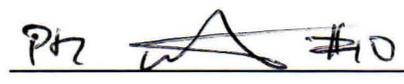
FOR THE UNION:


Michael D. Bishop


Timothy L. Brown


Joshua M. Hunt


David E. Marks


Michael W. Smith


Mitchell A. Zimmerman

APPROVED AS TO FORM:

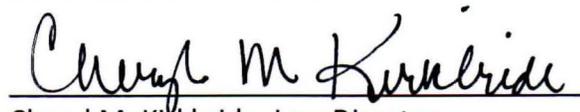

Cheryl M. Kirkbride, Law Director

EXHIBIT A
WAGE RATES AND INCREASES

Section 1 – General Wage Increases – All employees covered by this agreement shall receive wage increases as described herein. Effective January 1st each year of this agreement, an employee whose performance met expectations on his/her last evaluation, shall receive a pay increase in accordance with this agreement and the following pay grade maximums. It is understood that all pay increases are based on satisfactory performance. An employee whose evaluation does not meet expectations shall not receive an increase in compensation.

Effective January 1, 2013, qualified employees as described above shall receive a 2.5% General Wage Increase and the pay ranges for bargaining unit positions shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher I	\$15.22	\$19.02
Dispatcher II	\$17.19	\$21.45
Police Officer	\$22.50	\$28.11

Effective January 1, 2014, qualified employees as described above shall receive a 2.5% General Wage Increase and the pay ranges for bargaining unit positions shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher I	\$15.60	\$19.50
Dispatcher II	\$17.62	\$21.99
Police Officer	\$23.06	\$28.81

Effective January 1, 2015, qualified employees as described above shall receive a 2.0% General Wage Increase and the pay ranges for bargaining unit positions shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher I	\$15.91	\$19.89
Dispatcher II	\$17.97	\$22.43
Police Officer	\$23.52	\$29.39

Section 2 – Sergeant Wages – An officer appointed to the position of Police Sergeant shall be paid at a rate equal to six (6) percent higher than the top of the pay scale for police officers in effect at the time of appointment. One year after promotion, said sergeant shall be paid at a rate equal to eleven (11) percent higher than the top of the pay scale for police officers in effect at the time.

EXHIBIT B
6-STEP WAGE PROGRESSION

Section 1 – Dispatcher 1 – Pay Grade 200

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Base	\$15.22	\$15.60	\$15.91
Step 1	\$15.85	\$16.25	\$16.58
Step 2	\$16.47	\$16.88	\$17.22
Step 3	\$17.12	\$17.55	\$17.90
Step 4	\$17.76	\$18.20	\$18.56
Step 5	\$18.39	\$18.85	\$19.23
Step 6	\$19.02	\$19.50	\$19.89

Section 2 – Dispatcher 2 – Pay Grade 201

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Base	\$17.19	\$17.62	\$17.97
Step 1	\$17.90	\$18.35	\$18.72
Step 2	\$18.60	\$19.07	\$19.45
Step 3	\$19.31	\$19.79	\$20.19
Step 4	\$20.02	\$20.52	\$20.93
Step 5	\$20.73	\$21.25	\$21.68
Step 6	\$21.45	\$21.99	\$22.43

Section 3 – Patrol Officer – Pay Grade 202

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Base	\$22.50	\$23.06	\$23.52
Step 1	\$23.43	\$24.02	\$24.50
Step 2	\$24.34	\$24.95	\$25.45
Step 3	\$25.29	\$25.92	\$26.44
Step 4	\$26.21	\$26.87	\$27.41
Step 5	\$27.15	\$27.83	\$28.39
Step 6	\$28.11	\$28.81	\$29.39