STATE EMPLOYMENT
RELATIONS BOARD

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Agreement Between

Ohio PBA

and the

City of Munroe Falls

Effective April 1, 2013

to March 31, 2016

Part-Time Patrol Officers

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ARTICLE 1-PREAMBLE

This Agreement is hereby entered into between the City of Munroe Falls, hereinafter referred to as the "Employer" and the Ohio Patrolman's Benevolent Association, hereinafter referred to as the "OPBA" or the "Union", and has as it's purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein; and to provide for the harmonious, cooperative relations between the parties.

ARTICLE 2-RECOGNITION

Section 1: The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in and holding the classification of Part Time Police Officer.

Section 2: Notwithstanding the provisions of this Agreement, management, confidential, professional, supervisory, temporary, seasonal and initial hire probationary employees with less than sixty (60) days service shall not be included in the bargaining unit.

Section 3: All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 4: The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list shall be furnished no less than annually and will be supplemented with the names of all new employees hired no less than quarterly.

ARTICLE 3-DUES DEDUCTION/FAIR SHARE FEE

Section 1: The Employer agrees to deduct union dues, fair share fees and other fees and assessments in accordance with this Article for all employees eligible for membership in the bargaining unit upon the successful completion of the first sixty (60) days of their initial probationary period.

Section 2: The Employer agrees to deduct regular union dues equally between the first and second pays of each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct union dues from

the employee's payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. In the event an employee opts not to be a member of the Union, the Employer agrees to deduct equally between the first and second pays of each month, from the pay of that employee a fair share fee.

Section 3: The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of membership dues, fees, or assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

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

Section 5: The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues or fair share fee.

Section 6: The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the deduction would normally be made by deducting the proper amount.

Section 7: Deductions provided for in this Article shall be made divided equally between the first and second pay periods each month. In the event a deduction is not made for any employee during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues or fair share fee. The Employer will not deduct more than two (2) months' regular dues or fair share fees from the pay of any employee.

Section 8: The rate at which dues or fair share fees are to be deducted shall be certified to the Employer's payroll clerk by the Treasurer of the OPBA.

ARTICLE 4-MANAGEMENT RIGHTS

Section 1: Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Police Department in addition to all other functions and responsibilities which are required by law and that of a reasonable party to this Agreement. Specifically, the Employer's exclusive management rights include the following:

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 service, it's 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, process, means, or personnel by which governmental operations are to be conducted;
E. Suspend, discipline, demote or discharge for just cause, or layoff due to a lack of work or lack of funds, 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; and
I. Take action to carry out the mission of the public Employer as a governmental unit.

Section 2: The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer except as affect wages, hours, terms and conditions of employment.

ARTICLE 5-NON-DISCRIMINATION

Section 1: The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union or in any other matter relating to employment as long as that activity does not conflict with the terms of this Agreement.

Section 2: The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA, and the OPBA shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

ARTICLE 6-WORK RULES

Section 1: The Union recognizes the Employer's right to establish, revise, amend. modify or delete work rules, policies or procedures necessary to ensure the efficient operation of the Police Department and proper conduct of employees. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 2: Any new work rules, policies or procedures or amendments to existing work rules, policies or procedures shall be reduced to writing and submitted to the Union at least ten (10) days prior to implementation. The Employer will meet with representatives of the Union to negotiate the effects of any proposed work rule, policy or procedure upon bargaining unit employees. Such work rules, policies or procedures will be posted in the departmental posting

area or in the employee's mailbox prior to their effective date.

Section 3: The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, immediately following the implementation of any such work rule, policy or procedure, the Employer will meet with representatives of the Union pursuant to the provisions contained in section 2 of this Article.
Section 4: This Article shall not apply to policies or procedures which are mandated by federal or state laws.

ARTICLE 7-EMPLOYEE RIGHTS/CORRECTIVE ACTION

Section 1: No employee shall be disciplined except for just cause.

Section 2: Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner.

Section 3: Whenever the Employer and/or its designee determines that there may be cause for an employee to receive a verbal recorded reprimand or a written reprimand, that employee shall receive a copy of the reprimand.

Section 4: Whenever the Employer and/or its designee determines that there may be cause for an employee to be suspended, demoted, or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference shall be conducted by a party selected by the Employer. An employee shall be advised in writing by the Employer of any pre-disciplinary hearings at least twenty-four (24) hours in advance of such hearing. The affected employee may elect to have a representative of the OPBA present at any such pre-disciplinary conference.

Section 5: The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. In cases of disciplinary actions involving suspensions, reductions or discharges, an employee may initiate a grievance at step 2 of the grievance procedure contained herein.

Section 6: Any employee who refuses to answer questions by the Employer or refuses to participate in an investigation shall be advised that such refusal is a violation of the work rules, policies, and procedures of the Employer and that continued refusal may subject employee to disciplinary actions, at the discretion of the Chief or the Chief's designee. However, no employee shall be required to submit to any interrogation, participate in any investigation or attend any disciplinary meeting or hearing without being apprised of the right to have a Union representative present.

Section 7: Records of disciplinary action which are more than one (1) year old for tardiness, dress code, cleanliness and equipment use, excepting automobiles, shall not be considered for purposes of progressive disciplinary action.

Records of disciplinary action which are more than two (2) years old for all other matters shall not be used for purposes of progressive disciplinary action.

The Employer may request permission from the Records Commission of the State of Ohio to destroy such records after the aforementioned time period. If the records are not able to be destroyed, the Employer shall not use the aforementioned records after the applicable time period to impose or justify progressive discipline.

Section 8: Excepting criminal complaints, if a citizen files a complaint the administration will inform the employee that such a complaint exists within (3) business days. Any formal complaint upon an employee by a citizen shall be completed in writing and the person complaining shall be apprised in writing of the ORC law in reference to filing a false complaint upon a police officer. The administration shall provide the employee with any written documentation made by the complaining party at the time of Notice.

Section 9: An employee may request an opportunity to review their personnel file and may elect to have an OPBA representative present. Any reasonable request for copies will be honored by the Employer. Upon reviewing the personnel file, an employee may submit memoranda to clarify any position regarding documents in the file. Such memoranda shall be incorporated into the employee's file.

ARTICLE 8-GRIEVANCE PROCEDURE

Section 1: The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2: While this Agreement is in effect, the grievance and arbitration procedure contained herein shall be the sole and exclusive remedy for disputes which arise under this Agreementto the exclusion of any rights or remedies provided for under Civil Service which are expressly hereby waived.

Section 3: All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits shall be deemed resolved in favor of the grievant. All time limits or grievances may be extended upon mutual written consent of the parties.

Section 4: It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The

Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: The employee with the appropriate Union representative, if the former desires, shall reduce the grievance to writing and shall within seven (7) calendar days of the occurrence or seven (7) working days of the occurrence refer the grievance to the Chief or in the Chief's absence the Safety Director. The Chief shall have seven (7) working days in which to schedule a meeting, if the Chief deems it necessary, with the aggrieved employee and the employee's representative, if the former desires. The Chief shall investigate and respond in writing to the grievance within seven (7) working days following the meeting date.

Step 2: If the grievance is not resolved with Step 1, the employee, with the appropriate Union representative, if the former desires, may refer the grievance to the Mayor within seven (7) working days after receiving the Step 1 reply. The Mayor shall have seven (7) working days in which to schedule a meeting with the aggrieved employee and the appropriate Union representative, if the former desires. The Mayor shall investigate and respond to the grievant and/or appropriate Union representative within ten (10) working days following the meeting.

Step 3: Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply. Upon receipt of a request for arbitration, the Employer or its designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Assoc. (AAA). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS or AAA. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall once have the option to completely reject the list of names provided by the FMCS or the AAA and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or the AAA. The arbitrator shall hold the arbitration hearing promptly and issue a decision and recommendation within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is not arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Recommendations of the arbitrator shall be final and binding upon both parties. All costs directly related to the services of the arbitrator shall be paid equally by both parties. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reporter shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 5: All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. aggrieved employees name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. date grievance was filed in writing;
5. date and time grievance occurred;
6. the location where the grievance occurred;
7. a description of the incident giving rise to the grievance;
8. specific article and sections of the Agreement violated; and
9. desired remedy to resolve the grievance.

Failure to strictly comply with the above shall not affect the ability of the grievance to go forward.

Section 6: A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 7: Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

Section 8: For purposes of this Article, working days shall be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized holidays. The grievance must be presented within seven (7) calendar days of the day the grievance became known or should have become known.

ARTICLE 9-LABOR MANAGEMENT MEETINGS

Section 1: In the interest of sound labor/management relations, unless mutually agreed otherwise, every six (6) months at a mutually agreeable day and time the Chief and/or the Chief's designee shall meet with not more than two (2) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement and non-employee representatives shall be permitted (limited to two (2)) to attend when deemed necessary by the Union.

Section 2: An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

1. discuss the administration of this Agreement;
2. notify the OPBA of changes made by the Employer which affect bargaining unit members;
3. discuss the grievances which have not been processed beyond Step 3 of the grievance procedure but only when such discussions are mutually agreed to by the parties;
4. disseminate general information of interest to the parties;
5. discuss ways to increase productivity and improve efficiency;
6. give the OPBA representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. to consider and discuss health and safety matters relating to employees.

Section 3: If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 10-OPBA BUSINESS

Section 1: The Employer will recognize two (2) employees (the OPBA Director and Assistant Director), selected by the Union, to act as representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of this Agreement and at any meetings at which the Employer requests a representative to be present. The Union may designate one (1) alternate representative to act in the absence of both representatives. No employee shall be recognized by the Employer as a Union representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 2: The investigation and writing of grievances by the Grievant shall be done on non-duty time. However, an employee representative shall be released during on-duty time to investigate a

grievance when necessary. If grievance hearings are scheduled during an employee's regular duty hours, neither the representative nor the employee shall suffer any loss of pay while attending the hearing. Employees shall not be compensated for attendance at hearings during non-duty hours.

Section 3: One (1) non-employee OPBA representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 4: Requests for release time pursuant to this Article shall not be unreasonably denied.

Section 5: One (1) employee representative shall be entitled to up to one (1) full shift off with pay, bi-monthly, for the purpose of attending OPBA Director's meetings, when such meetings fall during regularly scheduled work hours. Such time shall not be cumulative.

ARTICLE 11-CIVIL LEAVE

Section 1: An employee who is subpoenaed for court jury duty will be paid regular salary or wage in full during the absence. Employee will, however, be required to turn over all monies received from the court to the Employer. If the employee is released four (4) or more hours prior to the end of the shift, employee will be expected to report for work following jury duty. If an employee is required to serve on jury duty for a period of four (4) hours or more abutting the afternoon shift, that employee will not be required to report for duty and shall be paid for the shift. A copy of the subpoena shall be submitted at the time of the request for Civil Leave.

Section 2: If an employee is required to appear in a court of law for personal reasons, employee is expected to take leave without pay. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

ARTICLE 12-SPACE TO POST BUSINESS

Section 1: The Employer agrees to provide ample space in agreed upon areas for use by the Union.

ARTICLE 13-HEALTH AND SAFETY

Section 1: The Employer agrees to maintain in safe working condition all facilities, vehicles and equipment required to safely carry out the duties of each employee.

Section 2: Cellular phones will be supplied by the Employer for each cruiser in operation. The cellular phone shall not be used for personal use.

Section 3: Employer reserves the right to require all employees hired after April 1, 2007 to submit to an annual physical fitness examination. Any employee who fails to pass said

examination will be given a 180 day remediation period. The failure to pass said examination following the remediation period may result in disciplinary action. The physical fitness examination shall follow the OPOTA physical fitness standards.

ARTICLE 14-SEVERABILITY

Section 1: This Agreement is subject to all applicable federal laws, and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any official decision interpreting them.

Section 2: Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 15-WAIVER IN CASE OF EMERGENCY

Section 1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Munroe Falls or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances, or OPBA submissions of grievances.

2. Selected work rules and/or agreements and practices relating to the assignment of all employees; except that it is agreed that there shall be no loss of regular or premium pay earned as set forth in this Agreement, unless otherwise mutually agreed upon between the parties.

Section 2: Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed..

ARTICLE 16-LEAVE WITHOUT PAY

Section 1: The Employer, in its sole discretion, shall have the authority to grant to any member of the bargaining unit an unpaid leave of absence for a period not to exceed three (3) months.

ARTICLE 17-INJURY LEAVE

Section 1: Any employee unable to work because of a job related disabling condition, incurred in service to the Employer, such that the employee is entitled to Workers' Compensation, shall be entitled to receive their average weekly pay based on the previous twelve (12) months prior to the injury for the time period between the date the employee had to leave work because of the injury or disabling condition and the date on which employee receives the first Workers' Compensation check.

Section 2: When the employee's Workers' Compensation pay is approved and received the employee shall remit that portion of his/her Workers' Compensation payment attributable to his or her employment with the Employer in an amount equal to the Workers' Compensation payment designated for the time period from the start of the injury leave to the time Workers' Compensation payments begin.

Section 3: When Workers' Compensation payments begin on a weekly or monthly basis, the employee will cease being paid by the Employer.

Section 4: No employee shall receive drafts for both Workers' Compensation and sick leave for the same time period.

ARTICLE 18-BEREAVEMENT LEAVE

Section 1: Three (3) days funeral leave will be given to each employee of the bargaining unit in the event of the death of a spouse, child, parent, parent-in-law, brother, sister or grandparent and one (1) day funeral leave for grandparents-in-law, brother-in-law, or sister-in-law. Proof of death must be submitted to qualify for bereavement pay. Any additional time required may be allotted at the reasonable discretion of the Employer. Such time can be drawn from any employee's sick time or vacation time available. Leave must be used within seven (7) calendar days immediately after the death.

ARTICLE 19-HOLIDAYS

Section 1: Bargaining unit members who work the first day in January, the third Monday in January, the last Monday in May, the fourth day in July, the first Monday in September, the eleventh day in November, the fourth Thursday in November, the twenty-fourth day in December, and the twenty-fifth day in December, and either, but not both, the third Monday in February or the second Monday in October, shall receive compensation at a rate of double time for that police officer's regular hourly rate of pay for the hours worked.

ARTICLE 20-SENIORITY

Section 1: Seniority for the purpose of this Agreement shall be defined as the employee's total length of continuous service within the bargaining unit of the Employer. Seniority shall be caused to terminate when:1. an employee is discharged for cause; 2. an employee quits or

resigns; 3. an employee retires; or 4. an employee is laid off for a period in excess of two (2) years.

ARTICLE 21-LAYOFF/RECALL

Section 1: Layoff shall be defined as a temporary involuntary separation of an employee due to a lack of work or lack of funds.

Section 2: If layoffs occur, the Employer shall lay off based on years of service in the Police Department. Employees shall have the right to bump based on seniority to the next lower level or position or may choose a voluntary layoff from their position.

Section 3: All probationary, part time, reserve, seasonal, intermittent or provisional employee or any combination thereof, shall be laid off before any regular full time bargaining unit employee. Employees who are laid off shall be placed on a re-call list and shall be recalled in reverse order of the layoff. Recall lists shall remain in effect for a period of not less than two (2) years.

Section 4: The affected employee shall keep the Employer advised of any change of address and shall do so by certified mail on November 1 of each year. Failure to do so shall result in the employee's loss of rights to recall.

ARTICLE 22-DUTY HOURS

Section 1: Employees in the bargaining unit who are required to work by the Employer more than 40 hours in a seven day work period shall be entitled to over-time compensation at time and one-half (1 ½) their regular base rate of pay for all hours in active pay status in excess of 40 hours per seven day work period.

Section 2: Employees subpoenaed or requested to appear in court, outside of their regular duty hours shall be provided a minimum of three (3) hours pay at one and one-half (1-1/2) time their regular rate of pay.

Section 3. Any employee called to work outside the regularly scheduled shift shall be entitled to receive a minimum of three (3) hours of pay for such call out at time and one-half (1 ½). This applies only to situations where four (4) hours or less notice is given to the employees.

ARTICLE 23-PROBATIONARY PERIODS

Section 1: Each newly promoted employee will be required to successfully complete a probationary period. The probation shall begin on the first day that the employee begins performing the duties of the new position. Each part time candidate must successfully complete Field Training Officer program training. The length of the probationary period shall be one hundred eighty days (180) thereafter.

ARTICLE 24-COMPENSATION

Section 1: Part time employees will receive the following as compensation:

SENIORITY	4-1-13	4-1-14	4-1-15
At HIRE	$16.85	$17.19	$17.53
After **1 YEAR**	$18.73	$19.10	$19.48

Section 2: Effective January 1, 2001, Employees shall be paid a Longevity Allowance per hour as follows:

Munroe Falls Police Department Continuous Seniority (including continuous Part-time service)

Five Years	Longevity per hour	$0.10
Ten Years	Longevity per hour	$0.25
Fifteen Years	Longevity per hour	$0.40
Twenty Years	Longevity per hour	$0.55

Section 3: All employees shall receive an annual uniform allowance of $525. The uniform allowance shall be paid semi-annually in April and October of each year.

PTO

1/2 1/2 - 262.50 in April & Oct.

Each new employee shall receive the first semi-annual allowance upon being sworn into office. Employees shall receive the second annual uniform allowance at the time of the next semi-annual uniform allowance payment and subsequent to the employee being sworn into office. If any employee resigns from office within three months of receiving a uniform allowance, then, that amount shall be withheld from the final pay of that employee on a pro rata basis.

ARTICLE 25-DURATION OF AGREEMENT

Section 1: This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein, shall become effective upon ratification and shall remain in full force and effect until March 31, 2016. If either party desires to make any changes in the Agreement for a period subsequent to March 31 2016, notice of such a desire shall be given prior to November 30, 2015. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new agreement.

ARTICLE 26-EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12 day of ~~October 2013~~.

June 2014

FOR THE OHIO PBA

Mike Hostler, Esq.

John Altomare

FOR THE CITY OF MUNROE FALLS

Mayor Frank Larson

Jack Morrison, Law Director

MEMORANDUM of AGREEMENT in REGARD to SHIFTS

By mutual agreement the City of Munroe Falls and the Ohio Patrolmen's Benevolent Association hereby agree to extend the Parties' December 12, 2000 "Shift Agreement" for the term of a successor Collective Bargaining Agreement dated April 1, 2013 through March 31, 2016. The Parties mutually agree the following schedule shall be in effect for the term of this Agreement.

SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
7 to 3	A	A	A	A	A	PT	PT
10 to 6	X	X	X	X	X	X	PT
12 to 8	C	C	C	C	C	PT	PT
3 to 11	B	B	B	B	B	PT	PT
6 to 2	X	X	X	X	X	X	PT
8 to 4	D	D	D	D	D	PT	X
11 to 7	E	E	E	E	PT	PT	E

Agreed to by the Parties this 12 day of ~~October 2013~~ June 2014.

For the City of Munroe Falls

Mayor Frank Larson

Law Director Jack Morrison

For the Ohio PBA

Mike Hostler, Esq.

Sergeant David Smith

Patrol Officer Lonny Gabel

Part-time Patrol John Altomare

P:12200\12290\12290 2013.2016 part time police contract