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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE VILLAGE OF GRAFTON

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
PART-TIME POLICE OFFICERS**

Upon Execution through December 31, 2016

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ARTICLE 1
AGREEMENT/PURPOSE/PARTIES/INTEGRATION

Section 1. This Agreement, entered into by the Village of Grafton hereinafter referred to as the "Employer" or "Village," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," or the "OPBA," has as its purpose, the following:

To set forth in entirety, 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.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation or by agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the parties and all prior discussions and negotiations between the parties are merged into this Agreement.

ARTICLE 2
RECOGNITION

Section 1. The Ohio Patrolman's Benevolent Association is recognized as the sole and exclusive representative for the bargaining unit of all regular part-time Patrol Officers in the Department of Police for the purpose of establishing rules and conditions of employment. The Village will not recognize any other union, organization, or person as the representative for any of the bargaining unit members.

Section 2. The categories of employees excluded from the Bargaining Unit are the Chief of Police, Assistant Chief of Police, all full-time employees of the Police Department, and all other full-time and part-time employees of the Village.

Section 3. "Employee" is defined as a member of the bargaining unit defined above.

ARTICLE 3
NON-DISCRIMINATION

Section 1. Both the Village and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws; or employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the Village and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age, disability or other classification protected by law.

Section 2. The Village recognizes the right of all employees to be free to join the Union. The Village agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal

by the Village against any employee or any applicant for employment because of Union membership.

ARTICLE 4
DUES DEDUCTION

Section 1. The Employer agrees to deduct from the wages and salaries of the employees dues required by the OPBA by payroll deduction upon receipt of employee's written authorization as provided by OPBA. All members of the bargaining unit shall either become dues paying members of the OPBA, or as a condition of continued employment, remit to the OPBA a fair share fee in the amount set by the OPBA per person per month in accordance with the provisions of ORC 4117.09, starting the thirty-first (31st) day of employment with the Employer or the execution date of this Agreement, whichever is later.

Section 2. Dues and Fair Share Fees shall be paid over by the Employer once each month to the OPBA at P. O. Box 338003, North Royalton, Ohio 44133 or such address as set by the OPBA from time to time.

Section 3. A bargaining unit member shall have the right to revoke such authorization by giving written notice to the Employer and the OPBA.

Section 4. The Employer's obligation to make deductions shall terminate automatically upon the timely receipt of a revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5. The OPBA will indemnify and hold the Employer harmless from any action growing out of deductions hereunder or any related actions and commenced by an employee against the Employer.

Section 6. All eligible employees who are not members of the OPBA shall pay a fair share fee to the OPBA in the amount of employee dues as set by the OPBA from time to time. Payment to the OPBA of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE 5
BULLETIN BOARDS

Section 1. The Village shall provide the Union with a bulletin board provided that such bulletin board shall be used only for posting notices bearing the written approval of the Associate of the Union or an official representative of the OPBA and shall be solely for Union business. No notice or other item on the bulletin board may contain anything controversial or critical of the Village or any other institution, employee or other person; and upon request from an appropriate official of the Village, the Union will remove any notice or other writing that is inflammatory or derogatory.

Section 2. The Union bulletin board shall be kept separate from any other bulletin board which the Village may have for its purposes.

ARTICLE 6
OPBA REPRESENTATION

Section 1. With the approval of the Village, non-employee representatives of the OPBA shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 2. With the prior approval of the Mayor and/or the Chief of Police (which permission shall not be unreasonably withheld), the OPBA may schedule meetings on Police Department property insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank-and-file meetings may be held at any hour. Insofar as is feasible, all on or off-duty bargaining unit members shall be afforded the opportunity to attend these meetings. Off-duty officers attending those meetings shall not be compensated for their attendance.

Section 3. Union Committee members who are scheduled to work during negotiating sessions will be permitted to attend the sessions without loss of pay. Union Committee members not scheduled to work during negotiations will not be paid. If an emergency situation develops during negotiations, Union Committee members on duty shall be required to respond, if instructed to do so. The parties may agree to suspend negotiations until the emergency situation is terminated. Time spent by employees in negotiations shall not be considered as hours worked for the purpose of paying overtime.

ARTICLE 7
PROBATIONARY PERIODS/PROMOTIONS

Section 1. Every newly-hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months.

A probationary employee who has lost work time due to illness or injury shall have the employee's probationary period extended by the length of the illness or injury. A new-hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation, including the Grievance and Arbitration procedure.

Section 2. Employees who have served as part-time police officers for the Village are required to complete a new six (6)-month probationary period upon their appointment as a full-time Patrolman. If the Village deems it necessary, the six (6)-month probationary period may be extended to twelve (12) months upon reasonable notice to the OPBA and the employee.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Police Department;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the Police Department as a governmental unit.

Section 2. Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any article of this Agreement.

ARTICLE 9
APPLICATION AND INTERPRETATION
OF WORK RULES, POLICIES AND DIRECTIVES

Section 1. The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work and in connection with the Employer's services and programs.

Section 2. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the OPBA. Every reasonable effort shall be made to provide the written work rules or amendments to existing work rules in advance of their effective date, if possible.

Section 3. It is the Employer's intention that work rules, policies, and directives are to be applied uniformly to all employees under similar circumstances.

Section 4. As soon as reasonably possible after the execution of this Agreement, the Employer shall electronically or by hard copy furnish to the OPBA a copy or copies of the existing written work rules.

Section 5. All new employees, for the duration of this Agreement, shall be supplied electronically or by hard copy with a personal copy of all work rules, policies, procedures and directives.

Section 6. The OPBA recognizes that it is the exclusive statutory duty of the Mayor/Safety Service Director and Chief of Police to establish general rules for the operation of the Department. However, the OPBA may request that the Mayor/Safety Service Director and Chief of Police meet to consider the effects of any work rules upon the wages, hours, terms and other conditions of employment of those employees included in the bargaining unit, and such request shall be honored, within a reasonable time frame.

ARTICLE 10
PAST PRACTICES/PREVAILING RIGHTS

There are no past practices unless specifically stated herein.

ARTICLE 11
NO STRIKE, NO LOCKOUT

Section 1. The bargaining unit shall cooperate at all times with the Village in the continuance of its operations and services, and the fulfilling of its contractual Agreements, and shall actively discourage any attempt to violate this article. If any violation of this article occurs, the bargaining unit shall immediately notify all bargaining unit members that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Village is prohibited, not sanctioned by the bargaining unit and order all bargaining unit members to return to work immediately.

Section 2. It is recognized by the parties that the Village is responsible for and engaged in activities which are the basis for the health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Village and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Village shall be entitled to seek and to obtain immediate injunctive relief, along with the bargaining unit indemnifying and holding the Village harmless from any and all costs arising from the violation of this article. The Village shall not lockout any bargaining unit member for the duration of this Agreement.

ARTICLE 12
DISCIPLINE

Section 1. Just Cause. No form of disciplinary action will be taken against any non-probationary bargaining unit member except for just cause. This just cause standard does not apply to newly-hired probationary employees who may be terminated any time during their probationary period without recourse.

Section 2. Progressive Discipline. The Employer will apply discipline in a corrective, progressive and uniform manner. Any discipline imposed will be based upon the nature of the violations and the bargaining unit member's record of previous disciplinary actions from his/her personnel file, and shall occur within fourteen (14) calendar days of the pre-disciplinary conference. Progressive discipline shall take into account the nature of the violation and the bargaining unit member's record of performance and conduct. In imposing discipline on a current charge, the Village will not consider: (i) any disciplinary suspensions which occurred more than two (2) years, or (ii) non-suspension, written disciplinary actions which occurred more than eighteen (18) months, before the date of the events which form the basis of the current charge.

Section 3. Pre-Disciplinary Conference. Except in cases where the facts require the Employer to act immediately, the Employer agrees not to reduce, suspend or discharge any bargaining unit member without first arranging for a pre-disciplinary conference to afford the bargaining unit member an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference shall be conducted within fourteen (14) calendar days of the date on which the Chief of Police becomes aware of the allegation. The Village shall notify the bargaining unit member and the bargaining unit member's representative of the date and time of the conference and, upon request, the bargaining unit member shall be permitted to privately discuss the bargaining unit member's suspension or discharge with the representative in an area made available by the Village.

Section 4. Grievance Procedures. Discipline is subject to the grievance/arbitration procedure set forth in Article 14 of this Agreement.

Section 5. Investigation – Criminal. Employees subject to criminal charges will be advised of their applicable legal rights before the commencement of investigation.

Section 6. Investigation – Non-Criminal. Employees subjected to investigation or interrogation with regard to internal matters (i.e., only non-criminal in nature) shall be entitled to the following procedural protections and basic rights:

- A. Part-time Police Department personnel shall, if disciplinary action is expected, be notified of the investigation, the nature of the alleged violation, and further, be notified of the outcome of the investigation and the recommendations made to supervisors by the investigators;
- B. Questioning of part-time Police Department personnel should be conducted at reasonable times, preferably while he/she is on duty when possible;

- C. Questioning of part-time Police Department personnel should take place at the Village of Grafton Police Department or at the place where he/she reports to work, unless he/she consents (in writing) to another location;
- D. Part-time Police Department personnel under investigation are entitled to have a representative of the OPBA present at the interrogation;
- E. Part-time Police Department personnel are entitled to a hearing, written notification in advance of the date of the hearing, and access to transcripts and other relevant documents and evidence generated by the hearing. The employee shall also be entitled to be represented by the Union at the hearing;
- F. Part-time Police Department personnel cannot be subject to retaliation for the exercise of any rights protected under Federal, State or local laws;
- G. Reasonable efforts consistent with applicable law shall be made to withhold the names of employee(s) under investigation and the extent of the disciplinary action until such time as the employee has been served with charges or exonerated;
- H. A copy of the charges against the employee will be delivered in writing upon request;
- I. There will be no press release until after the investigation and hearing is completed.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The prompt presentation, adjustment and/or answering of grievances is desirable and in the interest of sound relation between employees and the Village. Each party has important responsibilities to protect and preserve the grievance procedure as an orderly means of resolving grievances. Each employee within the jurisdiction of this Agreement shall have the right to present his/her grievance in accordance to the procedures herein, free from interference, coercion, restraint, discrimination or reprisal. This procedure shall not be used in any way for the purpose of adding to, subtracting from or altering any of the provisions of this Agreement or matter not covered by this Agreement.

Section 2. Definitions. The following definitions shall apply to both the grievance procedure and the arbitration procedures described herein:

- A. Aggrieved Party – The "aggrieved party" shall be defined as an employee (including fair share employee) or group of employees within the bargaining unit who submit a grievance or on whose behalf a grievance is submitted by the OPBA.
- B. Party of Interest - A "party of interest" shall be defined as the OPBA and/or any employee of the Employer named in the grievance that is not the aggrieved party.

- C. Day – A "day" as used in this procedure shall mean a calendar day, excluding Saturdays, Sundays and holidays as provided for in this Agreement.
- D. Grievance – A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provision of this Agreement.

Section 3. Specific Rules and Guidelines. The following rules and guidelines shall apply to the processing of grievances through the grievance steps and arbitration:

A. **Grievance Information.** All grievances shall be submitted in writing on forms provided by the Union and shall set forth the following information:

1. A statement of the grievance clearly indicating the question raised by the grievant;
2. The date and time the grievance occurred;
3. The location where the grievance occurred;
4. A description of the incident(s) giving rise to the grievance;
5. A section or sections of the Agreement relied upon or claimed to have been violated;
6. A statement of desired remedy or correction to solve the grievance; and
7. The name and signature of the grievant(s). When all of the bargaining unit members desire to file a grievance involving an incident, it shall be filed by the OPBA on their behalf.

B. **Time Limits.** Time limits provided herein will be strictly adhered to. A grievance not filed initially shall be deemed waived and void. When a grievance is properly filed, the Village provides a reply, and the grievant fails to appeal to the next step or to arbitration within established time limits, the grievance shall be considered resolved based on the Village's last answer.

If the Village fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement. Any grievant may withdraw a grievance at any point by submitting a written statement to that effect.

C. **Informal Resolution.** Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally, within the chain of command, commencing with the Chief of Police, and have said matter informally adjusted. In the event that any grievance is adjusted by informal intervention, pursuant to this Section, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be

final. Said adjustments shall not create a precedent or ruling binding upon the Village or employees in future proceedings.

- D. **Miscellaneous.** If a grievance affects a group of employees with a Village-wide controversy or is of an emergency nature, it may be submitted at Step 2. An employee who is suspended, reduced in pay or grade, or terminated for cause, may appeal such decision under the grievance procedure.

Section 4. Grievance Procedure. In furtherance of the goals stated in this section and subject to the definitions and guidelines already established. The following procedures shall apply to the submission and consideration of grievances:

Step 1: An employee shall present a grievance in writing to the Chief of Police or a designee of the Chief of Police, through the Union representative or personally within ten (10) days from the date of the alleged incident or the date the grievant should have known the incident occurred. The Chief of Police or his/her designee shall attempt to adjust the matter in a meeting with the aggrieved. This meeting shall occur within ten (10) days of the grievance being filled with the Chief of Police or his/her designee. A Union representative may also be present at the meeting by request of the grievant. The Chief of Police or his/her designee shall give an answer in writing within ten (10) days of the date of the meeting.

Step 2. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, the employee may file a written appeal of the decision with the Mayor/Safety Service Director or his/her designee within ten (10) days from the date of rendering of the Chief of Police's decision, by submitting to the Mayor/Safety Service Director or his/her designee the written grievance, all written responses and a brief description of the reason the grievant is dissatisfied with the outcome of Step 1. The Mayor/Safety Service Director or his/her designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his/her Union representative. Either Party may, if they desire, produce witnesses if necessary to provide information relevant to the rendering of a proper decision. The Mayor/Safety Service Director or his/her designee shall issue a written decision to the Union representative with a copy to the employee within ten (10) days from the date of the hearing.

Section 5. Arbitration Procedure. If the Union is not satisfied with the written decision at the conclusion of Step 2, the Union may file a notice of arbitration. A notice of arbitration must be delivered to the Chief of Police and the Mayor/Safety Service Director within ten (10) days following the issuance of the Mayor/Safety Service Director's written decision in Step 2, and the following procedures and rules shall apply:

- A. **Choice of Arbitrator.** The parties shall have ten (10) days following receipt of the notice of arbitration to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made of the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbitrators whose principal place of business is in Ohio, to both parties. Within ten (10) days of receipt of the list, the parties shall select an arbitrator from the list by alternately striking names from the list until one name remains. The last remaining name will be the arbitrator. The Party first to strike a name from the

list shall alternate with each arbitration, if the parties are unable to agree which Party is first to strike a name, then the Party requesting the arbitration shall be the first to strike a name from the list.

- B. **Hearing Time.** The arbitrator shall schedule a hearing within thirty (30) days at a time and place convenient to the parties, unless the parties mutually agree to an extension of time, which extension cannot exceed forty-five (45) days.
- C. **Jurisdiction.** The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement. Further, the arbitrator may only address the issue addressed in the above grievance procedure, and shall have no authority to determine any other issue(s) not submitted to the arbitrator, or submit observations or declarations or opinions which are not directly essential in reaching a determination.
- D. The arbitrator will hold the necessary hearing promptly and issue a decision and award in writing within thirty (30) days from the date the record was closed. The written decision of the arbitrator shall be binding on both parties, subject only to judicial review as provided in the Ohio Revised Code Chapter 2711.
- E. **Cost.** The fees and expenses of the arbitrator and arbitration proceedings shall be borne equally by the parties. However, all other expenses, including the calling of witnesses, representation, purchase of transcripts of the proceedings or obtaining of depositions or any similar expenses associated with such proceedings shall be borne by the Party incurring them.

Section 6. It is agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provisions of this Agreement are the exclusive remedies for the resolution of grievances.

Section 7. An employee requested to appear at the arbitration hearing by either Party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either Party. Any request made by either Party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees. Any employee required to attend an arbitration hearing while on duty shall not be denied permission to attend the hearing unless an emergency situation develops and the employee is required to respond, if instructed to do so. Time spent by employees in a required arbitration hearing shall not be considered as hours worked for the purposes of paying overtime.

ARTICLE 14 **SENIORITY**

Section 1. Seniority for all bargaining unit members shall be based upon years and dates of service as a part-time employee.

Section 2. Seniority will be determined by the date on which part-time employment commenced and will continue until a break in said employment.

Section 3. Break in Service. The following events constitute a break in seniority/continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

- A. Voluntary Resignation;
- B. Termination of Employment for just cause;
- C. Failure to report for work without prior notice to the Employer for a minimum of three (3) consecutive workdays;
- D. Layoff in excess of twenty-four (24) months;
- E. Failure to return from an approved leave of absence. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

ARTICLE 15
LAYOFFS/RECALLS

Section 1. Where the Village reasonably determines it is necessary through its governmental powers to make layoffs or reductions in force (i.e., job abolishment, furlough, etc.) in the number of personnel employed by the Village Police Department, the layoffs or reductions in force will be made in accordance with the below listed guidelines. An employee subject to layoff or reduction in force shall be given fifteen (15) days notice prior to the effective date of action. This notice period only applies to the individual(s) initially selected for layoff or reduction, and does not apply to any individual(s) reduced as a result of the bumping and displacement process.

Section 2. Procedure. Whenever the Employer reasonably determines that a layoff or reduction in force in the position of part-time police officer is necessary, the Employer shall first determine the classification where the reduction is to occur. The bargaining unit member(s) with the least amount of departmental seniority as a part-time police officer shall be the first subject to reduction.

Section 3. Recall. Recalls shall be in the inverse order of layoff to the classification from which the member was laid off from the Village. A laid-off member shall retain his/her right to recall for twenty-four (24) months from the date he/she is laid-off from the Village. Notice of recall shall be sent to the employee's address listed on the records of the Village. The bargaining unit member must provide current address, phone number and e-mail address to the Village and advise the Village of any changes to his/her address, phone number and e-mail address. Notice of recall shall be sent to the employee via certified mail, return receipt; UPS; or personal delivery. An employee who refuses recall or does not report to work within ten (10) calendar

days from the date the Village provides recall notice (as stated herein) shall be considered to have resigned his/her position and forfeits all right to employment with the Village.

ARTICLE 16
SCHEDULING

Section 1. Work schedules shall be posted at least fourteen (14) days in advance. If any modifications are made to the schedule after it is initially posted, the affected employee shall be notified by the Chief of Police or his designee by home phone or cell phone on record with the Chief of Police, or by personal contact.

Section 3. Hour Requirements. All bargaining unit members are required to sign up and work a minimum of twenty (20) hours per month, unless waived by the Employer/designee at his discretion, in order to remain on the roster of part-time police officers.

ARTICLE 17
OVERTIME / CALL IN / COURT TIME

Section 1. FLSA Overtime Definition. The parties acknowledge that the Employer has established an FLSA 207(k) alternative schedule for overtime. Overtime for sworn police officers shall be defined as any hours actually worked in excess of twenty (20) eight (8) hour shifts, one hundred sixty (160) hours, during a regular twenty-eight (28) day, work cycle.

FLSA overtime shall be paid in accordance with the FLSA. Contractual overtime shall be paid in accordance with the contract.

Section 2. Contractual Overtime Compensation. Overtime in the amount of one and one-half (1-1/2) times the employee's regular pay rate shall be paid for actual hours worked in excess of eighty (80) hours in a fourteen (14) day pay period.

Section 3. Call In pay. Whenever approved by the Employer, employees called in to work for any time period shall be paid for not less than two (2) hours of work, or actual time spent, whichever is greater, at the applicable rate of pay.

Section 4. Court Time. When an employee appears in court during off-duty hours on behalf of the Employer, the employee shall be paid for not less than two (2) hours of work, or actual time spent, whichever is greater at the applicable rate of pay.

ARTICLE 18
WAGES

Section 1. Effective the date of execution hourly rates of pay for bargaining unit members shall be increased three (3%) and shall be as set forth below:

Start	\$13.36
After one year and 1200 hours worked, but no later than after two years	\$14.31

After two years and 2400 hours worked but no
later than after four years \$14.96

Section 2. Effective January 1, 2015, pay rates for bargaining unit members shall be increased by one and one-half percent (1.5%) and shall be as set forth below:

Start \$13.56
After one year and 1200 hours worked, but no
later than after two years \$14.52
After two years and 2400 hours worked but no
later than after four years \$15.18

Section 3. The Union may reopen negotiations for the sole purpose of negotiating wages increases for the third year of the contract by providing written notice to the Village between October 1 and October 31, 2015.

ARTICLE 19
UNIFORM AND DUTY GEAR

Section 1. All part-time police officers shall be provided with a bulletproof vest by the Department at the time they are hired and shall receive a new vest every five (5) years. The type of vest to be provided and the reasonable cost thereof shall be determined by the Employer.

Section 2. Normal wear and tear excepted, officers will be reimbursed for any clothing or equipment that is significantly damaged in the line of duty; by a suspect; or through the course of pursuing a suspect.

Section 3. Employees shall receive an annual uniform allowance of three hundred dollars (\$300.00), payable with the first pay in April.

ARTICLE 20
INSURANCE

Section 1. Members of the bargaining unit are eligible for health insurance coverage through the Village health insurance plan as only as required by state or federal law.

ARTICLE 21
HOLIDAYS

Section 1. The following days are observed as holidays by the Village

New Year's Day – January 1
Good Friday – the Friday before Easter Sunday
Memorial Day – the fourth Monday in May
Independence Day – July 4
Labor Day – the first Monday in September

Thanksgiving Day – the fourth Thursday in November
Christmas Day – December 25

Section 2. Part-time police officers who work on one of the actual holidays, will receive one and a half (1 1/2) pay for all hours worked on that day.

ARTICLE 22 **MISCELLANEOUS LEAVES**

Section 1. Military Leave. All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

Section 2. Family and Medical Leave. Bargaining unit members shall be entitled to Family and Medical Leave in accordance with Village Ordinance 256.07.

ARTICLE 23 **PERSONNEL FILES**

Section 1. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records, including training, attendance and payroll records, as well as those records maintained as personnel file records.

Section 2. Every bargaining unit member shall be allowed to review the contents of his or her personnel file at reasonable times upon written request, except that any bargaining unit member involved in a grievance or disciplinary matter shall have access to such file at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 3. All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Chief of Police or his designee. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

Section 4. In imposing discipline on a current charge, the Village will not consider: (i) any disciplinary suspensions which occurred more than two (2) years, or (ii) non-suspension, written disciplinary actions which occurred more than eighteen (18) months before the date of the events which form the basis of the current charge.

ARTICLE 24 **DRUG FREE WORKPLACE AND TESTING**

The parties support the concept of a drug free workplace. With that in mind, the employees agree to abide by the Village's Drug Free Workplace Policy 256.09.

Once during each calendar year, the Mayor, at his/her sole discretion, may select a day when all Village employees are required to submit to a drug test within a given twenty-four (24) hour period. Any employee who tests positive or fails to submit to the drug test will be subject to disciplinary action, up to and including termination. If an employee is unable to accomplish the test within the provided twenty-four (24) hour period, he/she must provide a written explanation to the Mayor. The Mayor will make a decision regarding whether an employee missing such a drug test will be subject to disciplinary action, which may include termination. Any employee on pre-approved leave on the date selected by the Mayor shall be required to submit to a drug test within twenty-four (24) hours of returning to work.

ARTICLE 25
DURATION

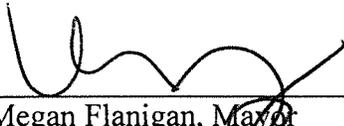
Section 1. This Agreement shall be effective the date of execution, and shall remain in full force and effect through December 31, 2016.

Section 2. Any amendments to this Agreement, in order to be binding on the parties hereto, shall be written, signed by the parties and attached to an original, executed copy.

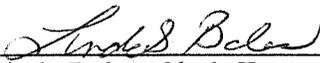
Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Executed this ___ date of November, 2014

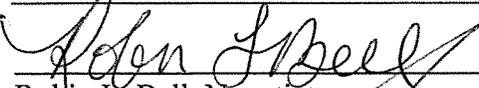
Village of Grafton



Megan Flanigan, Mayor

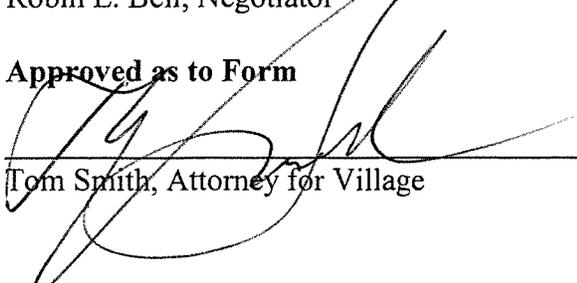


Linda Bales, Clerk-Treasurer



Robin L. Bell, Negotiator

Approved as to Form



Tom Smith, Attorney for Village

Ohio Patrolmen's Benevolent Association



Kevin Powers, Union Representative



, Union Representative

SIDE AGREEMENT
EQUITY ADJUSTMENT

The Parties agree that by no later than the second pay period following execution of the Agreement, each Part Time Patrol Officer who is in the employ of the Village on the date of payment shall receive a lump sum Equity Adjustment payment based on his/her hours actually worked from January 1, 2014 through the date of execution, which is the effective date of the wage increase set forth in Article 18

Said payment shall be calculated by multiplying the number of hours actually worked by \$.3891. Normal withholding deductions shall be made by the Village from the lump sum payment.