



13-MED-05-0739

3310-04

K30754

03/25/2014

**AGREEMENT FOR
COLLECTIVE BARGAINING AGREEMENT**

BY AND BETWEEN

THE VILLAGE OF GRAFTON

AND THE

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
POLICE SERGEANT**

**Beginning January 1, 2014
through December 31, 2016**

SERB Case No. 2013-MED-05-0739

TABLE OF CONTENTS

Page

Article 1	Agreement/Purpose/Parties/Integration.....	1
Article 2	Recognition	1
Article 3	Non-Discrimination.....	1
Article 4	Dues Deduction	2
Article 5	Bulletin Boards.....	2
Article 6	OPBA Representation	3
Article 7	Probationary Periods/Promotions.....	3
Article 8	Management Rights.....	4
Article 9	Application and Interpretation of Work Rules, Policies and Directives	4
Article 10	Past Practices/Prevailing Rights.....	5
Article 11	Bargaining Unit Work.....	5
Article 12	No Strike, No Lockout	5
Article 13	Discipline.....	6
Article 14	Grievance and Arbitration Procedure.....	7
Article 15	Seniority	11
Article 16	Layoffs/Recalls.....	11
Article 17	Hours of Work and Scheduling.....	12
Article 18	Overtime / Call In/ Court Time	12
Article 19	Wages	13
Article 20	Uniform and Duty Gear.....	13
Article 21	Insurance	13
Article 22	Vacations	14
Article 23	Holidays.....	15
Article 24	Sick Leave	15
Article 25	personal or business emergency leave.....	16
Article 26	Miscellaneous Leaves.....	16
Article 27	Injury Leave	17
Article 28	Personnel Files	18
Article 29	Drug Free Workplace and Testing	18
Article 30	Duration.....	19

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 full-time Sergeants 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, Patrol Officer, all part-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. An employee promoted into the bargaining unit shall be placed on a promotional probationary period for six (6) months. Should the promoted employee fail to satisfactorily complete the promotional probationary period, the employee shall be returned to his or her original position with no loss of seniority.

Section 3. 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 BARGAINING UNIT WORK

The Employer shall not attempt to erode the bargaining unit, the rights of bargaining unit members, or adversely affect the safety of bargaining unit members.

ARTICLE 12 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 13 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. Full-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 full-time Police Department personnel should be conducted at reasonable times, preferably while he/she is on duty when possible;
- C. Questioning of full-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. Full-time Police Department personnel under investigation are entitled to have a representative of the OPBA present at the interrogation;
- E. Full-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. Full-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 14 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 15 SENIORITY

Section 1. Seniority for all bargaining unit members shall be based upon years and dates of service as a full-time employee. *Classification seniority shall be based upon full-time service in the classification of Sergeant.*

Section 2. Seniority will be determined by the date on which full-time employment commenced and will continue until a break in said employment. If two (2) or more employees have the same seniority defined above, seniority will be determined by the employee's continuation of service with the Village on a part-time basis without a break in service.

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 16 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 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 in the classification selected by the Village shall be the first subject to reduction. If a Sergeant's position is eliminated, the employee who held the eliminated position may displace (bump) another employee with less departmental seniority in a lower classification provided the

employee has held the position in the lower classification. Provided the employee held the lower position and had greater seniority, a Sergeant will displace a Patrolman, with the employee displaced from the lower classification being the employee laid-off from the Village.

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 17 HOURS OF WORK AND SCHEDULING

Section 1. Full-time officers shall generally be scheduled to work forty (40) hours per seven (7) day period, consisting of five (5) consecutive work days and two (2) consecutive days off. Nothing herein shall be construed as a guarantee of forty (40) hours per week of work.

Section 2. 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.

ARTICLE 18 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 time 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.

Section 5. Vacation time, holidays, sick time, bereavement time and personal time taken in a work week/pay period are not considered actual hours worked for purposes of calculating overtime.

**ARTICLE 19
WAGES**

Section 1. Effective January 1, 2014, hourly rates of pay for bargaining unit members shall be as follows:

Sergeant	\$21.65
----------	---------

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

Sergeant	\$21.96
----------	---------

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 20
UNIFORM AND DUTY GEAR**

Section 1. All full-time bargaining unit members 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 \$500.00, payable with the first pay in April.

**ARTICLE 21
INSURANCE**

Section 1. Members of the bargaining unit are eligible for health insurance coverage through the Village health insurance plan.

Section 2. Employees shall contribute ten percent (10%) of the monthly premium through payroll deduction made on a pre-tax basis.

Section 3. The Village shall provide term life insurance in the amount of fifty thousand dollars (\$50,000) for each member of the unit.

**ARTICLE 22
VACATIONS**

Section 1. Accrual. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of continuous full-time service with the Employer as follows:

<u>Years of Service</u>	<u>Vacation</u>
After the completion of 1 year	1 week, 5 working days or 40 hours
After the completion of 2 years, until the completion of 10 years	2 weeks, 10 working days or 80 hours
After the completion of 10 years, until the completion of 20 years	3 weeks, 15 working days or 120 hours
After the completion of 20 years	4 weeks, 20 working days or 160 hours

Section 2. All vacation time must be used within the anniversary year in which it is granted. No unused vacation time will be permitted to carry over into a new anniversary year.

Section 3. Any full-time employee who is entitled to vacation time and does not use the vacation time, for any reason, by the end of his or her anniversary year, may request to be paid for up to forty (40) hours of unused vacation time at that employee's regular rate of pay.

Section 4. All vacation time shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny vacation requests if workload requirements so mandate.

Section 5. Any bargaining unit member who is called in to work on any previously scheduled vacation day shall receive time and one-half (1 1/2) pay for the actual hours worked, in addition to vacation pay.

Section 6. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Section 7. Payment Upon Retirement. Employees who elect to retire shall be paid a lump sum equal to fifty percent (50%) of accrued days of vacation time.

**ARTICLE 23
HOLIDAYS**

Section 1. The following days shall be observed as holidays by full-time employees of the Police Department:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2. Full-time police officers who are not scheduled to work on the actual holiday, but who are called out to work because of one or more emergencies, will receive one and a half (1 1/2) pay for hours worked.

Section 3. Any unexcused absence on the last scheduled day before a paid holiday or on the first scheduled day after a paid holiday shall disqualify an employee for holiday pay.

**ARTICLE 24
SICK LEAVE**

Section 1. Upon completion of one year of service, full-time employees shall accrue sick leave credit at the rate of at a rate of 3.1 hours per pay period. Sick Leave may accrue without limitation.

Section 2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such examinations cannot be scheduled during off-hours.
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

Section 3. Immediate family for purposes of this Article shall be defined as grandfather, grandmother, grandfather of husband or wife, grandmother of husband or wife, father, father-in-law, mother, mother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or grandchild.

Section 4. When an employee uses sick leave for three (3) days or more, the Employer can require the employee to provide a written verification from the physician, dentist, psychologist, optician, or other practitioner stating the nature of the illness or injury, the treatment, and the practitioner's opinion regarding the employee's ability to work.

Section 5. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on disability leave or separation

Section 6. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification and/or abuse of sick leave documents are grounds for disciplinary action.

Section 8. Payment of Unused Sick Leave Upon Retirement. Employees who elect to retire shall be paid a lump sum equal to fifty percent (50%) of unused sick leave credit to a maximum of forty-five (45) days.

Section 9. Bargaining unit member would be eligible to participate in any sick leave donation program established by ordinance.

ARTICLE 25 PERSONAL OR BUSINESS EMERGENCY LEAVE

Section 1. Each full-time employee shall be granted three (3) days of personal or business emergency leave each year after the first probationary year of employment has been completed. Personal/Emergency Leave shall accumulate from year to year, shall not be deducted from accumulated sick leave, and may be used to extend a holiday or vacation period with the written approval of the Chief of Police prior to the leave. Prior requests for the use of personal leave for emergency reasons shall be made to the Chief of Police whenever possible.

ARTICLE 26 MISCELLANEOUS LEAVES

Section 1. Bereavement Leave.

A. Any qualified full-time employee with one year of accredited service who is absent due to a death in his or her immediate family shall be granted bereavement leave, to be based on the circumstances in each case by reason of making arrangements or for attending the funeral, not to exceed three days for each death: the day before, the day of and the day after the funeral. The Chief of Police may extend the bereavement leave by granting the employee his or her three personal leave days. Only scheduled work days lost following the above sequence shall be counted as bereavement leave.

- B. The term "immediate family" shall be defined as grandfather, grandmother, grandfather of husband or wife, grandmother of husband or wife, father, father-in-law, mother, mother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or grandchild.

Section 2. Jury Duty Leave. Any bargaining unit member called to serve upon a jury in any court of record shall be paid at his or her regular salary rate for each of his or her work days during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. Any jury fees paid to the employee/juror shall be signed over to the Employer.

Section 3. 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 4. Family and Medical Leave. Bargaining unit members shall be entitled to Family and Medical Leave in accordance with Village Ordinance 256.07.

ARTICLE 27 INJURY LEAVE

Section 1. When an employee is injured in the line of duty, the employee shall be eligible for paid injury leave not to exceed seven (7) calendar days, provided the employee submits to an evaluation for participation in the Village's transitional work program and signs a waiver assigning to the Village any Workers' Compensation payments (temporary total benefits) the employee would ordinarily receive as the employee's weekly compensation as determined by law for those number of weeks the employee receives benefits under this article. In addition, any sick time used between the time of injury and receipt of Workers' Compensation may be purchased back by the employee and credited back into the employee's accumulated sick time account. However, in the event Workers' Compensation is denied, the employee shall not have the option to buy back sick days used.

Section 2. Incidents suffered in the line of duty must be reported to the Chief of Police no later than the conclusion of employee's shift. Failure to report an incident within such time frame shall result in disciplinary action and/or denial of the claim.

Section 3. If an employee suffers a work-related injury and, as the result of such injury, is not able to perform his/her normal job functions, the Village may assign such employee to perform transitional work, upon receipt by the Village of a written request by such employee that details the nature of the injury, the current course of treatment and prognosis for recovery.

- A. "Transitional work" is work that: (i) an injured employee can perform without the risk of injury; (ii) is necessary; and (iii) allows the employee to continue working within the employee's department while he/she makes the transition back to his/her regular work duties and/or normal work schedule.

- B. Transitional work is only offered due to a work-related injury at the discretion of the Village and shall be reviewed on a case-by-case basis by the Chief of Police and the Mayor/Safety Service Director. The maximum aggregate duration of transitional work assignments during any given year shall be three (3) months. The Mayor/Safety Service Director and/or Chief of Police may extend said three (3)-month transitional period on a case-by-case basis.
- C. Once an employee has been assigned to perform transitional work, such employee shall not be permitted to return to the performance of his/her regular duties and/or normal work schedule until such employee provides the Village with a written note or report from a qualified physician indicating that the employee is able to perform his/her normal work duties and/or normal work schedule.

Section 4. If an employee's time off is more than sixty (60) days, said employee must re-qualify with firearms.

ARTICLE 28 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 29 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 30
DURATION**

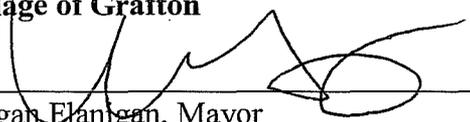
Section 1. This Agreement shall be effective January 1, 2014, and shall remain in full force and effect through December 31, 2016.

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.

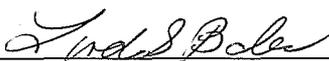
Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set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

EXECUTED THIS 4TH DAY OF MARCH, 2014.

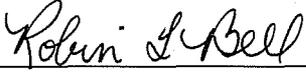
Village of Grafton



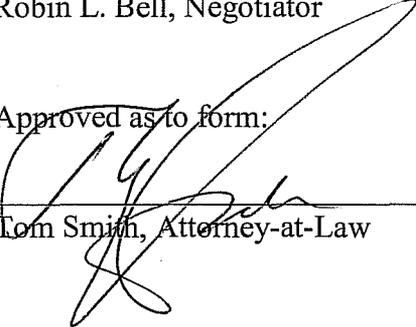
Megan Flanagan, Mayor



Linda Bales, Clerk-Treasurer

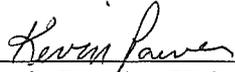


Robin L. Bell, Negotiator

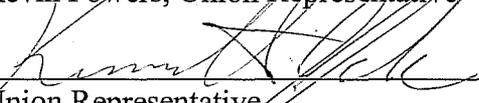
Approved as to form:


Tom Smith, Attorney-at-Law

Ohio Patrolmen's Benevolent Association



Kevin Powers, Union Representative



Union Representative