

STATE EMPLOYMENT
RELATIONS BOARD

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AN AGREEMENT BETWEEN

CITY OF NEW FRANKLIN
SUMMIT COUNTY

AND

THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

(PATROL/CORPORAL and
SERGEANT/LIEUTENANT UNITS)

EFFECTIVE: OCTOBER 1, 2010
EXPIRES: SEPTEMBER 30, 2016

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**ARTICLE 1
PREAMBLE**

This Agreement, entered into by the City of New Franklin, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or the "Union," has as its 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 two bargaining units covered by this Agreement; to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein; and to provide for 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 two bargaining units covered by this Agreement. As used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those individuals employed in and holding the classification of Patrolman, Corporal, Sergeant and Lieutenant. All employees in these bargaining units shall be referred to in this Agreement as "employee" or "employees."

Section 2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. 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 lists will be furnished no less than annually.

**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 upon the successful completion of the first sixty (60) days of their initial probationary periods.

Section 2. The Employer agrees to deduct regular union dues once each month from the pay of any employee 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 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 once 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 obligation and 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 an employee 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 an 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 during one (1) pay period 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 by the Treasurer of the OPBA. All dues and fair share fees collected by the Employer shall be mailed once each month to the OPBA at PO Box 33803, North Royalton, OH 44133, or to such other address as provided to the Employer by the OPBA with thirty (30) days notice.

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. 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, its overall budget, utilization of technology, and organizational structure;
- B.** Direct, supervise, evaluate, or hire employees;
- C.** Maintain and improve the efficiency and effectiveness of governmental operations;

- D. Determine the overall methods, 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 Chief will make available to employees copies of all policies, rules and regulations of the Department. Any changes in policies, rules and regulations will be posted.

Section 3. The OBPA 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 employees to become members of the OBPA 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 OBPA or involvement in OPBA activities.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 NO STRIKE/NO LOCKOUT

Section 1. The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the OPBA shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.
- B. In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage, or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees in writing to return to work immediately, and shall submit a copy of such written notice to the Employer.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article, is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the grievance procedure contained herein; however, the issue as to whether or not a strike or work stoppage occurred may be subject to the grievance procedure contained herein.

Section 3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7 PROBATIONARY PERIODS

Section 1. Every newly hired employee will 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 in a permanent, bargaining unit position. The length of the probationary period shall be one (1) full year of service. Employees promoted from part-time to full-time shall have the probationary period reduced one (1) month for each year of prior part-time service up to a maximum of six (6) months.

Section 2. An employee who is promoted to a ranking officer position, or if already a ranking officer, promoted to a higher rank, will be required to successfully complete a probationary period of six (6) months. Any newly promoted officer who does not satisfactorily complete the probationary period shall be demoted back to his position prior to promotion.

**ARTICLE 8
EMPLOYEE RIGHTS/CORRECTIVE ACTION**

Section 1. No non-probationary employee shall be disciplined except for just cause.

Section 2. Except in instances where the employee is found guilty of serious misconduct (i.e. violations involving suspension, loss of pay or termination), discipline will be applied in a corrective and progressive manner.

Section 3. Whenever the Employer and/or his designee determine 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. 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 5. 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 him to disciplinary actions, at the discretion of the Chief or his 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 his right to have a Union representative present.

Section 6. All complaints by citizens which may result in disciplinary action of an employee shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee at the disciplinary hearing or interrogation. The Employer reserves the right to investigate any complaint and to question an employee regarding any complaint pursuant to the provisions of this Article.

Section 7. An employee may request an opportunity to review his personnel file and/or medical file and may elect to have an OPBA representative present. The employee will give five (5) days written notice and limit his/her requests to twice a year under this section. Any reasonable requests for copies will be honored by the Employer. Upon reviewing his personnel file, an employee may submit a written and signed memoranda in rebuttal, mitigation or explanation to clarify his position regarding documents of a negative or derogatory nature in the file. Such memoranda shall be incorporated into the employee's file and remain in the employee's file so long as the negative material remains.

Section 8. When an employee is charged with or is under investigation for alleged violation of department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served on the employee. All investigations shall be held in strictest confidence by the Employer and the employee.

Section 9.

- A. Any disciplinary action in the employee's file that is of a minor nature, such as a verbal or a written warning only, shall be removed from the employee's file one (1) year from the date of violation, provided there were no prior acts committed by the employee which involved the same type of infraction. The document(s) will be destroyed using the guidelines of the adopted Records Retention Schedule.
- B. Any disciplinary action, which results in loss of pay, may be removed and destroyed (using the guidelines of adopted Records Retention Schedule) after the passage of twenty-four (24) months, provided there were no prior acts committed by the employee which involved loss of pay.
- C. Any disciplinary action which results in loss of pay of ten (10) days or more, shall not be removed from the personnel file.
- D. The employee must submit a written request to the Human Resources Coordinator via the Department head for removal of the disciplinary action. Such requests shall refer to the date of the disciplinary action, and shall be signed and dated by the employee. The Human Resources Coordinator, or his/her designee, shall research the matter in order to determine whether the disciplinary action may be removed pursuant to contract.

**ARTICLE 9
GRIEVANCE PROCEDURE**

Section 1. The term "grievance" shall mean an allegation by an 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 Agreement.

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 for 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: In order for an alleged grievance to receive consideration under this procedure, the grievant, and/or the appropriate Union representative, if the former desires a Union representative, must identify the alleged grievance to the Chief or his designee within seven (7) work days after the occurrence becomes known. The Chief or his designee shall investigate and provide an appropriate response within seven (7) work days following the date he was presented the grievance.

STEP 2: If the grievance is not resolved in Step 1, the employee with the appropriate Union representative, if the former desires, shall reduce the grievance to writing and shall within seven (7) work days refer the grievance to the Chief. The Chief shall have seven (7) work days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative, if the former desires a representative. The Chief shall investigate and respond in writing to the grievance within seven (7) work days following the meeting date.

STEP 3: If the grievance is not settled by Step 2, the OPBA may appeal in writing to the Mayor by filing its appeal at the Mayor's office. Such an appeal must be submitted within seven (7) working days after the receipt of the Step 2 response. The Mayor, or his designated representative, shall meet within thirty (30) days with the OPBA to attempt to resolve the grievance. The Mayor, or his designated representative, shall respond to the OPBA representative in writing within fourteen (14) working days following such meeting.

STEP 4: Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted to the Mayor within ten (10) calendar days following the date of the Employer's Step 3 response. 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 third step response. Upon receipt of a request for arbitration, the Mayor or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). 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. The party requesting the arbitration shall be 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 and request another list.

Section 5.

- A.** All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue his 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.

B. 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 non-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.

C. 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 by the losing party. 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 6. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A.** Aggrieved employee's name and signature;
- B.** Aggrieved employee's classification;
- C.** Date grievance was first discussed and name of Chief or his designee with whom the grievance was discussed.
- D.** Date grievance was filed in writing;
- E.** Date and time grievance occurred;
- F.** The location where the grievance occurred;
- G.** A description of the incident giving rise to the grievance;
- H.** Specific article and section of the Agreement violated; and
- I.** Desired remedy to resolve the grievance.

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

Section 7. A grievance may be brought by any employee covered by this Agreement. Where a group of 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 8. Any grievance challenging an action of the Chief, or the Mayor or other administration official outside the Police Department, may be submitted directly to Step 3.

Section 9. For purposes of this article, work days shall be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized holidays.

ARTICLE 10 LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, every quarter on a mutually agreeable day and time the Mayor, the Chief or their designee(s) shall meet with up to four (4) 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 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:

- A. Discuss the administration of this Agreement;
- B. Notify the OPBA of changes made by the Employer which affect employees;
- C. 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;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the OPBA representatives the opportunity to share the views of their members on topics of interest to both parties; and
- G. 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 11 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 shall be on non-duty time. However, an employee representative shall be released during on-duty time to investigate a grievance when necessary. If grievance hearings, labor management meetings or negotiations 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. Upon receipt of reasonable advance notice to the Employer, 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.

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 his regularly scheduled work hours. Such time shall not be cumulative.

ARTICLE 12 BULLETIN BOARDS

Section 1. The Employer agrees to provide ample space on bulletin boards in agreed upon areas for use by the Union. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA Director, Assistant Director or Alternate during non work time. OPBA notices relating to the following matters may be posted without necessity of receiving the Employer's prior approval:

- A. OPBA recreational and social affairs;
- B. Notice of OPBA meetings;
- C. OPBA appointments;
- D. Notice of OPBA elections;
- E. Results of OPBA elections;
- F. Reports of non-political standing committees and independent non-political forms of the OPBA; and
- G. Non-political publications, ruling or policies of the OPBA.

ARTICLE 13 DUTY HOURS

Section 1. The normal work week for all employees shall be forty-one and one-quarter (41¼) hours per week consisting of five (5) consecutive work days of eight and one-quarter (8¼) hours each with two (2) consecutive days off. If, however, an employee does not work, or works less than four and one-quarter (4¼) hours during a work day, that work day is considered to be only eight (8) hours for leave, hours worked and other purposes.

Section 2.

- A. The employees shall bid their preferred shift semi-annually by seniority in January and July. Seniority shall be the primary factor in the selection of shifts. An employee may be denied his preferred shift only for a reasonable need of the department. Due to the supervisory nature of these positions, Corporal(s), Sergeant(s) and Lieutenant(s) will select shifts, to be designated by the Chief, based on seniority.
- B. Preferred shifts may be denied for the following reasons:
- a) Unsatisfactory evaluation on performance appraisals;
 - b) Excessive absenteeism or tardiness;
 - c) Incompatibility with employees or supervisors;
 - d) Disciplinary problems documented in personnel files.
- C. An evaluation system, to include performance appraisals, shall be established by management and agreed to by labor management.

Section 3. Subject to Section 4 of this Article, employees who are required to work by the Employer more than forty (40) hours in a seven (7) day work period shall be entitled to overtime compensation at time and one-half (1 ½) their regular base rate of pay for all hours in active pay status in excess of the forty (40) hour maximum. A record of all overtime hours worked or refused shall be maintained by the Employer. Overtime shall be offered to the low houred eligible employee. When an employee refuses overtime he will be charged the amount of hours he refuses. When filling a shift vacancy the hours will be offered in 4 hour blocks (the first 4 hours to the preceding shift and the second four hours to the succeeding shift).

Section 4. Any employee may accumulate compensatory time off at the rate of one and one half hours off for each hour of overtime in lieu of overtime pay for all authorized overtime worked in accordance with Section 3 herein. If the employee wishes to request compensatory time he shall designate this request in writing to the Employer prior to the end of the pay period in which the overtime is worked. The initial one and one-quarter (1 ¼) hours of possible authorized overtime per week (comprised of up to five (5) segments of one-quarter (1/4) hour worked over eight (8) hours each day), however, may be designated as compensatory time for the entire term of this Agreement by an employee executing and submitting an agreed upon form. Compensatory time shall be taken at a time mutually convenient to the employee and the Employer. Employees may not be permitted to accumulate over four hundred (400) hours yearly of compensatory time at any one time.

Section 5. Overtime and other hours of work shall be paid in 15-minute increments. An employee working greater than 7 minutes into a given 15-minute increment shall be paid for the 15 minutes. (Example: An employee working for one hour and 7 minutes is paid for one hour. However, an employee working one hour and 8 minutes is paid for one hour and 15 minutes.)

ARTICLE 14 COURT TIME

Section 1. Employees shall be compensated for all duty or performance related time spent in court or another administrative agency outside their regular shift, at their regular hourly rate.

Section 2. Time spent in court shall include travel time and shall be evidenced by a written statement from the Prosecutor or other officer of the court. An employee shall be paid a minimum of four (4) hours for such court appearance (with the exception that if more than one member is required to appear for the same case the members will be paid a minimum of three (3) hours). However, if more than one appearance is required in one day, the affected employee shall not receive more than one (1) minimum rate for that day but shall be paid their normal rate of pay for actual time spent in travel and court proceedings in excess of the minimum four (4) hours allowed.

Section 3. In the event an employee uses his own private car to attend court, the Employer shall reimburse the employee for parking expenses upon submission of a paid receipt therefore. The employee shall park in a reasonably priced parking facility close to the courthouse.

Section 4. Payment of court time pursuant to this Article is limited to police related work for the City of New Franklin. Court time shall not be paid for testimony unrelated to the City of New Franklin police duties. Employees shall be required to seek any witness fees to which they are entitled by filing the proper forms with the appropriate Clerk of Court's office. Such fees shall be remitted to the Finance Director.

Section 5. If the employee is required to appear in court at a time that abuts his regularly scheduled shift, the employee shall be paid for a minimum of one (1) hour, or actual time spent.

ARTICLE 15 LAYOFF/RECALL

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

Section 2. If a layoff occurs, the Employee shall be laid off based on seniority 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 employee. Employees who are laid off shall be placed on a recall list and shall be recalled in reverse order of the layoff. Recall lists shall remain in effect for a period of not less than four (4) 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 loss of rights to recall. Any retraining or recertification that is needed shall be paid for by the Employer.

**ARTICLE 16
SENIORITY**

Section 1. Seniority for the purpose of this Agreement shall be defined as the employee's total length of continuous service with the Employer (or the predecessor Township or Village employer). Seniority shall be caused to terminate when an employee:

- a) is discharged for cause;
- b) quits or resigns;
- c) retires; or
- d) is laid off for a period in excess of four (4) years.

Section 2. Department Service shall be defined as the employee's total length of continuous full-time service with this department. If Employees have the same full-time service date, part-time service shall be the first tie breaker and then alphabetically by last name (i.e., Aaron has service over Best).

**ARTICLE 17
HOLIDAYS**

Section 1. For each of the below designated holidays, each employee shall be entitled to eight (8) hours of holiday pay, at his regular base rate of pay. These eighty (80) hours shall be placed in a bank on January 1 and may be utilized throughout the calendar year by employees scheduling time off in increments of one (1) hour or more. An employee who terminates employment for any reason and who has taken holiday hours in advance of the dates that holiday hours would have been earned during the contract year, shall reimburse the Employer in an amount equal to the employee's regular rate of pay for such hours. Repayment shall be made through direct payment or payroll deduction from the employee's separation compensation, if any.

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Section 2. Employees shall be entitled to holiday pay in accordance with Section 1 herein, regardless of whether or not they are scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and in addition, shall receive time and one-half (1 ½) their regular base rate of pay for all hours actually worked.

Section 3. Employees shall be allowed to sell back to the Employer, at the employee's regular rate of pay, no more than seven (7) accumulated holidays in any given calendar year. Such request shall be made to the Chief, and shall be noted on the employee's timeslip.

Section 4. In addition to the eighty (80) hours specified above in Section 1, employees shall have twenty-four (24) hours in lieu of three (3) personal days off per year added to the pay bank. These one hundred four (104) hours shall be usable in increments of one (1) hour or more upon notice to the Chief.

ARTICLE 18 VACATIONS

Section 1. Each employee shall earn paid vacation as computed below.

After 1 year	2 weeks
After 7 years	3 weeks
After 14 years	4 weeks
After 19 years	5 weeks

Section 2. In computing service for vacation purposes, full credit shall be given for all full-time state, county, city, village or township service.

Section 3. Vacation requests shall be submitted by March 31 of each year. If more than one request is made for the same or an overlap occurs, seniority shall have preference. Any vacation request that is made after March 31 shall be granted by the Chief on the basis of availability.

Section 4. Each employee may carry over one (1) week of paid vacation time to the next anniversary date at the current rate of pay. Each employee may sell back eight (8) days of vacation during their anniversary year.

ARTICLE 19 CIVIL LEAVE

Section 1. An employee who is subpoenaed for court jury duty will be paid his regular salary or wage in full during his absence. He 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 his shift, he 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 his 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, he is expected to take either vacation leave or leave without pay at the discretion and with approval of the Employer. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

ARTICLE 20 SICK LEAVE

Section 1. It shall be the policy of the Employer to provide sick leave with pay for all police department bargaining unit employees and their immediate family. Each bargaining unit employee, after six (6) months of consecutive service shall be entitled to one and one-half (1½) days with pay for each completed month of service as sick time.

Section 2. Upon retirement, an employee shall be entitled to be compensated with pay for up to fifty percent (50%) of his or her total accumulated sick leave. An officer with ten (10) years of service or more, who is no longer employed by the City, but does not retire, shall be compensated at 20% of accumulated sick leave. An employee shall not be paid for more than two hundred (200) days of sick leave upon retirement or other separation of employment.

Section 3. At the discretion of the Chief, any employee absent over three (3) days may be required to submit a physician's certificate of illness or injury. Falsification of such physician's certificate shall be grounds for an immediate discharge.

Section 4. The Employer reserves the right to have any employee alleging illness or injury submit to a physical examination, or examinations at the Employer's sole discretion and expense.

Section 5. Any employee using sick leave shall report off at least two (2) hours prior to the start of their shift.

Section 6. All employees who qualify for the following incentives shall be compensated the first pay in December of each year.

NO SICK DAY USED IN ONE YEAR PERIOD	\$500.00
ONE SICK DAY USED IN ONE YEAR PERIOD	\$400.00
TWO SICK DAYS USED IN ONE YEAR PERIOD	\$300.00

For purposes of this section, the one year period shall be computed from December 1, 2002, and each subsequent December 1.

Section 7. If a federal, state or local law, statute or regulation is passed or implemented that requires sick leave be provided to employees, this Agreement may be re-opened by providing written notice to SERB and to the other party. The re-opener would be for the limited purpose of negotiating the benefits set forth in this Article.

ARTICLE 21 FUNERAL LEAVE

Section 1. Five (5) days funeral leave will be given to all employees in the event of the death of a spouse, child, parent; four (4) days for brother or sister; and two (2) days for grandparents, parent-in-law, brother-in-law, sister-in-law, or grandparents-in-law. Proof of death must be submitted to qualify for bereavement pay.

- A. Newspaper
- B. Death Certificate
- C. Statement from Funeral Director

Section 2. Additional time will be granted by the Employer for bereavement leave in an amount not to exceed two (2) shifts. Such time off shall be deducted from available vacation, personal, sick or comp time. Upon request to the Chief or Mayor, additional unpaid leave may be granted. No reasonable request shall be denied.

ARTICLE 22 INJURY LEAVE

Section 1. Injury leave was established in order to provide for the payment of wages to an employee, disabled on the job, so that he/she may be afforded the necessities of life, in consideration of which, the employee must sign an Agreement to reimburse the Employer for the amounts so advanced, insofar as possible, out of payments made to the employee by the Bureau of Workers' Compensation.

Section 2. Any employee who is unable to work because of a valid job related injury, such that the employee is entitled to Workers' Compensation, shall be entitled to injury leave pay for a maximum of twelve (12) weeks, including the date of injury, at his/her regular rate of pay.

Section 3. After twelve (12) weeks, Workers' Compensation will reimburse the Employer for the first twelve weeks, and will commence paying the employee for his/her additional lost time.

Section 4. If the employee is off work for less than eight (8) consecutive days, including the date of injury, the Bureau of Workers' Compensation will not pay for lost wages; they will pay only for valid medical claims. Therefore, the first eight (8) days off shall be charged against the employee's accumulated sick time.

Section 5. However, if the employee is off work for more than eight (8) consecutive days, including the date of injury, the Bureau of Workers' Compensation will reimburse for lost wages, as well as valid medical claims. In this case, upon receipt of reimbursement from the BWC, the first eight (8) days off shall not be charged against accumulated sick time, but will be considered injury leave instead.

Section 6. If the employee is off work for more than twelve (12) weeks, upon return to work, the employee may apply immediately to his/her retirement system to purchase the qualifying pension time lost while receiving BWC payments for lost wages. A copy of the retirement system's accounting and determination will be supplied to the Employer. The Employer shall then purchase the employee's pension time, lost while being paid by the BWC, and make payment to the applicable retirement system. The Employer shall be responsible for purchasing up to a maximum of one (1) year of pension time, lost while receiving BWC payments for lost wages.

ARTICLE 23 LEAVE WITHOUT PAY

Section 1. The Employer, in its sole discretion, shall have the authority to grant to any employee leave of absence without pay for a period not to exceed three (3) months.

Section 2. Any employee on such leave of absence shall not earn sick leave pay during such leave period, nor shall he be entitled to any holiday pay for any holidays falling within such leave. Such leave shall not be used in computing vacation time.

Section 3. No employee on such leave shall engage in any other employment during such leave. As permitted by law, such employee may, at the employee's own cost and expense, maintain his insurance program with the Employer during such leave of absence.

Section 4. Entitlement pursuant to this provision shall be granted at the discretion of the Employer. The grievance procedure shall not be available for appeal in any matter relating to leave without pay.

ARTICLE 24 LEGAL DEFENSE

Section 1. An employee who is a party to any legal action resulting from authorized official City business shall be represented by the Employer's attorney, or the insurance company's designated attorney, or the Summit County Prosecutor's Office. This is not intended to relieve any insurance carrier under the specific policy.

Section 2. The Employer shall hold any such employee from cost or liability arising out of good faith Performance of their official duties.

ARTICLE 25 HEALTH AND SAFETY

Section 1. The Employer's equipment and materials assigned to an employee shall be used with care and economy, and shall be used only for work related purposes. The Employer's automotive vehicles shall be used only for business of the Employer. Willful neglect or misuse of the Employer's property shall constitute cause for disciplinary action.

Section 2. The Employer agrees to maintain in safe working condition all facilities, vehicles and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting unsafe conditions or practices to their immediate supervisor, in writing.

Section 3. Should such condition not be corrected, it shall be appealable through the grievance procedure provided by this Agreement.

ARTICLE 26 TRAINING/EDUCATION

Section 1. All employees who are required to receive standard minimum training for law enforcement as established by State or Federal Law shall be afforded the opportunity to attend such training. Attendance at all required training will be mandatory and considered part of the employee's regular work week. Employees assigned to training will continue to be in training status until such time as the training is completed unless an emergency requires their return to normal duty.

Section 2. All employees will receive equal opportunity to attend training sessions. Such training shall be subject to the approval of the Employer and consistent with their assigned job function. The number of training sessions to be attended per year shall be determined by the Employer.

Section 3. The Employer agrees to provide funds for training as follows:

1. Textbook;
2. Tuition;

3. Mileage at the current IRS-approved business mileage rate for use of personal vehicles only;
4. Lodging at a rate to be approved by the Employer; and
5. Meals at the actual cost of food and nonalcoholic beverage up to a maximum of \$50 per day. All meal costs to be receipted.

Section 4.

- A. Upon completion of a class in which a satisfactory grade of "C" or higher is earned in an approved course of collegiate study, the Employer shall reimburse an employee the tuition cost and reasonable service fees for that class. An approved course of collegiate study shall be limited to criminal justice or any additional course of study that is approved in advance by the Mayor. The parties agree that some classes contained within an approved course of collegiate study may not necessarily directly relate to the subject matter of such course of study.
- B. The employee shall not be reimbursed for parking, books, mileage, lodging, meals, time, or any other expense while engaged in an approved course of collegiate study.
- C. The employee shall remain employed by the Employer, in his/her current capacity or higher, for one (1) year for every sixteen (16) credit hours of approved collegiate study for which reimbursement is provided under this Section. Should the employee leave the employment of the Employer without fulfilling this service commitment, the employee shall repay the Employer for all funds reimbursed to the employee by the Employer under this Section, on a prorated basis. The Finance Director is specifically authorized to withhold from the employee's final paycheck any amounts due to the Employer under this Section.
- D. The Chief and the Mayor shall retain discretion as to which, if any, employees shall be permitted to be reimbursed for an approved course of collegiate study under this Section. The City shall reimburse no more than Seven Thousand Seven Hundred Dollars (\$7,700) per fiscal year in benefits under this Section.
- E. Application for benefits under this Section shall be made between December 1 and December 31 of each year, for the following year, on the appropriate form provided by the Employer. The application shall specify the maximum dollar amount the employee will be submitting for reimbursement for the upcoming year and the number of credit hours the employee proposes to attend. Of those applications received, the funds shall be encumbered as equally as possible for each respective employee submitting an eligible application. Applications for reimbursement made after the December 31 deadline will be considered only if there are unencumbered funds remaining for that year.

ARTICLE 27 UNIFORM ALLOWANCE

Section 1. The uniform allowance for each employee shall be \$1,200.00 for each year of this Agreement for the maintenance or replacement of uniforms and equipment, payable within the first pay period in January of each year. All ranking officers shall receive Fifty Dollars (\$50.00) more than the patrolmen for uniform allowance each year without the need for receipts.

Section 2. In addition, the City will reimburse each employee, on a per calendar year basis, as follows:

A. For the cost of footwear to be worn during working hours, up to \$150.00.

B. For one short-sleeved uniform shirt, one long-sleeved uniform shirt, and one pair of uniform pants, up to \$180.00.

An employee will purchase such footwear and uniform items and submit receipts for same to the City for reimbursement.

Section 3. If the Employer implements any change in uniform during the term of this Agreement, the Employer will provide those items at no cost to the employee.

Section 4. If a uniform item or an issued equipment item is damaged beyond repair, in the line of duty by other than loss or normal wear and tear, said uniform or issued equipment item shall be paid for by the Employer. The amount of the payment shall be determined solely by the Employer.

Section 5. The Employer agrees to replace any glasses, jewelry, dentures or other personal items damaged by an employee in the performance of his duties.

Section 6. The Employer agrees to purchase and maintain for each employee the following items:

One (1) bullet proof vest of acceptable quality based upon recommendations of The National Institute of Justice, such vest is to be replaced by the end of the contract period and shall be worn daily.

Section 7.

- A. Employees terminating their employment with the Employer prior to April 1st of the calendar year shall have their uniform allowance prorated according to the "half-month rule." Any amount previously received by the employee as uniform allowance for the current calendar year in excess of the prorated portion shall be refunded to the Employer by the employee prior to receipt of employee's final pay.
- B. The "half-month rule" shall be applied as follows: in any given month, if the employee was eligible for sixteen days or more, the uniform allowance shall be granted for the entire month. However, if the employee was eligible for fifteen days or less, the employee shall receive no uniform allowance for that entire month.

ARTICLE 28 HOSPITALIZATION

Section 1. During the term of this Agreement, the City will offer to the bargaining unit members a hospitalization plan substantially similar to that in effect upon execution of this Agreement. Currently, the City network is provided by Emerald Health. The Union will be provided a minimum of thirty (30) days written notice prior to any future change in network providers.

Section 2. Annual employee deductibles will be as follows:

- Per covered person - \$250.00 for in network services; \$500.00 for out of network services.
- Per covered family unit - \$500.00 for in network services; \$1,000.00 for out of network services.

Section 3. There will be a \$5 co-pay for the purchase of generic drugs, a \$20 co-pay for the purchase of brand formulary drugs and a \$35 co-pay for non-formulary drugs. Bargaining unit members must use mail order services for prescription orders in excess of 21 days. There will be a \$125.00 co-pay for all emergency room visits.

Section 4. Coverage will continue to be provided for prescribed occupational therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all occupational therapy visits.

Section 5. Coverage will continue to be provided for prescribed speech therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all speech therapy visits.

Section 6. Coverage will continue to be provided for prescribed physical therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all physical therapy visits.

Section 7. If the cost of self-insuring or insuring the hospitalization plan, as measured by the monthly COBRA rate for family coverage, increases more than 10% in any one year as of or after October 1, 2008, this Agreement will be re-opened for the limited purpose of negotiating the medical and health insurance benefits set forth in this Article, including but not limited to alternative coverage and/or employee unit cost contribution participation which reduces the City's cost of providing benefits to the prior year's level. For the purposes of this Section only, the parties will consider the October 1, 2008 monthly COBRA rate for family coverage to be \$1,625.00.

Section 8. The City shall provide coverage for the dependents of bargaining unit members. Benefits and eligibility for bargaining unit members and dependents are subject to any restrictions imposed by the insurance provider.

Section 9. The City shall provide life insurance coverage in the amount of fifty thousand dollars (\$50,000.00) for each member of the bargaining unit at no cost to the employee.

Section 10. In the event any federal, state or local law, statute or regulation is passed or implemented during the term of this Agreement that requires any revisions and/or additions to the Employer's hospitalization plan, this Agreement may be re-opened by providing written notice to SERB and to the other party. The re-opener would be for the limited purpose of negotiating the benefits set forth in this Article.

**ARTICLE 29
PAYCHECKS**

Section 1. Each employee shall be paid on a bi-weekly basis pursuant to practice in effect upon the signing of this Agreement.

Section 2. Paychecks shall be available to the employees no later than 4:30 p.m. each pay Friday.

**ARTICLE 30
WAGES**

Section 1. Effective October 1, 2013, each employee not subject to a new hire probationary period shall be entitled to annual compensation pursuant to the following schedule:

	<u>10/1/13</u>	<u>10/1/15</u>
Start	\$36,385.03	\$37,112.73
After 1 Year	\$39,008.13	\$39,788.29
After 2 Years	\$41,631.22	\$42,463.84
After 3 Years	\$44,254.33	\$45,139.42
After 4 Years	\$53,302.34	\$54,368.39
Corporal	\$56,539.42	\$57,670.21
Sergeant	\$59,775.85	\$60,971.37
Lieutenant	\$64,686.31	\$65,980.04

For purposes of this provision, years of service shall be defined as years of service spent by the employee as a full-time law enforcement officer. See attached memorandum of understanding regarding lump sum payments.

Section 2. PERS Pick-Up. The Employer will "pick-up" or pay 4% of the employee's share of the contribution to PERS or the OPF & FPF, whichever is applicable.

Section 3. An employee working in the capacity of Acting Chief will be paid an additional five percent (5%) of wages for all hours worked during all appointments to that status. Appointments to Acting Chief will be made when the Chief is off duty for three (3) or more consecutive work days.

**ARTICLE 31
SEPARABILITY**

Section 1. This Agreement is subject to all applicable federal and state laws, including 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 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 32 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 and/or Council of the City of New Franklin 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 Employer responses 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 33 STAFFING

Reserve and part-time officers shall not be permitted to work unless at least one (1) full-time officer is on duty. The Employer agrees to use its best efforts to have at least two (2) police officers (bargaining unit or non-bargaining unit) on duty at all times.

ARTICLE 34 FULL-TIME DETECTIVE

Section 1. The assignment to the position of full-time detective shall be at the sole discretion of the Employer.

Section 2. The full-time detective will have the use of a City vehicle as needed for his/her duties.

Section 3. The full-time detective will maintain a forty (40) hour work week unless authorized by the Chief.

Section 4. The full-time detective shall receive an additional \$200 uniform allowance.

ARTICLE 35 LONGEVITY

Section 1. Employees who have completed five (5) years of full-time service with the Department shall be entitled to remuneration in the amount of one percent (1%) of the employee's base pay. Employees who have completed ten (10) years of full-time service with the department shall be entitled to remuneration in the amount of one and one-half percent (1.5%) of the employee's base pay. Employees who have completed fifteen (15) years of full-time service with the Department shall be entitled to remuneration in the amount of two percent (2%) of the employee's base pay.

Section 2. The longevity payment shall be made on the first pay date in December of each year minus all deductions required by law.

Section 3. In the event an employee's longevity pay increases during the year for which he is being paid in December, then such payment shall be prorated within the longevity classifications on a monthly basis with the employee receiving credit for the higher rate for the month in which, by his anniversary date, he is entitled to the higher rate.

Section 4. Longevity pay shall not be considered when calculating the rate of pay for overtime hours or paid legal holidays worked.

ARTICLE 36 CHANGE IN TAX BASE OF ADMINISTRATION

Section 1. The parties agree that in the event of; (a) any substantial change in the tax base of the City of New Franklin, Summit County, Ohio; or (b) any structural change in the administration of the City of New Franklin Police Department due to merger, annexation or division of the City in any way that negotiations will automatically re-open as to wages and benefits under this contract.

Section 2. The parties also agree that in the event any of the aforementioned tax base and; or structural changes occur, a good faith effort will be made by and with all parties concerned to protect and secure the jobs of employees with the City of New Franklin and/or, if applicable, the annexing of merging government subdivision.

ARTICLE 37 AGREEMENT

Section 1. The OPBA and the Employer acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at between the parties after the exercise of that right and opportunities are set forth in this Agreement. Therefore, the OPBA and the Employer for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated and signed this Agreement. By mutual consent of the OPBA and the

MEMORANDUM OF UNDERSTANDING

(LUMP SUM PAYMENTS)

The Employer and Union agree that after execution by the Parties of the replacement Agreement to the one expiring September 30, 2013 provided that it includes this Memorandum, the Employer agrees to pay each Employee, during the months of October, 2013, and October, 2014, lump sum payments of One Thousand Dollars (\$1,000.00). These payments shall be made by separate check, minus all deductions required by law.

City the covenants of this paragraph may be waived for negotiations on the Article or subject stated in the written consent request.

Section 2. Except as otherwise provided herein, this Agreement shall be effective 12:01 a.m. on October 1, 2013, and shall remain in full force and effect until 12:00 Midnight, September 30, 2016. Written notice of the intent to negotiate a successor Agreement shall be given no later than sixty (60) calendar days prior to the expiration date of this Agreement.

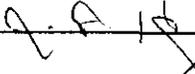
Section 3. If either party desires to modify or amend this Agreement, or to negotiate a successor Agreement, it shall give written notice of such intent no later than sixty (60) days prior to the expiration date of this Agreement.

**ARTICLE 38
EXECUTION**

IN WITNESS WHEREOF, the parties have, by affixing their signatures hereto, duly executed this Agreement this 3rd day of October, 2013.

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**









CITY OF NEW FRANKLIN

