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AGREEMENT BETWEEN
THE CITY OF FAIRLAWN
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(COMMUNICATIONS SPECIALISTS)

EFFECTIVE JANUARY 1, 2014
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ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Fairlawn, hereinafter referred to as the “Employer” or “City” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “OPBA” or “Union.”

ARTICLE 2
RECOGNITION

Section 2.1 The Employer recognizes the Ohio Patrolmen’s Benevolent Association as the exclusive representative for the purpose of collective bargaining on any and all matters related to wages, hours, terms and working conditions of all full-time Communications Specialists employed by the Police Department of the City of Fairlawn.

Section 2.2 Excluded from the above-described bargaining unit shall be all other positions, including but not limited to, all management-level, supervisory, confidential, seasonal, casual and student employees, including any person employed as a part-time or intermittent Communications Specialist, any person employed in the capacity of Communications Coordinator, the Chief of Police, all Police Sergeants and above, all Patrol Officers, the Fire Chief, all Fire Lieutenants and above, all Firefighters, and all other employees of the City of Fairlawn.

ARTICLE 3
DUES DEDUCTION

Section 3.1 Dues Deduction. The Employer agrees to deduct OPBA membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of a sixty day period.

Section 3.2 Requirements of Deduction. The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The agreed-to signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the first payroll check for each calendar month in which dues are normally deducted. Such dues will be remitted to the OPBA within thirty days from the date of making said deduction.

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Section 3.3 Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of OPBA dues. The OPBA 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 OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 3.4 Termination of Deductions. 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; (4) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the OPBA.

Section 3.5 Insufficient Wages for Deduction. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 3.6 Errors in Processing. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in 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 OPBA dues deduction would normally be made by deducting the proper amount.

Section 3.7 Notification. The OPBA shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

ARTICLE 4
FAIR SHARE FEE

Section 4.1 Fair Share Contribution. The Union shall establish a fair share fee not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

After completion of the probationary period, a Communications Specialist, who is a member of the bargaining unit covered by this Agreement, as a condition of continued employment, must either become a member of the Union or pay to the Union a "Fair Share Fee" not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

Section 4.2 Payroll Deduction. Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employees.

Fair share fee deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions.

Fair share fee shall equal regular OPBA dues reduced, in advance, by the payer's proportionate share of all expenses which do not arise, directly, out of the OPBA's duty of fair representation to the employees governed by this Agreement.

Any employee required to pay a fair share fee under this Article may challenge the amount of that fee as set forth in the OPBA challenge and rebate procedure. The Employer's obligation to deduct fair share fee is contingent upon:

- A. The OPBA fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in the OPBA challenge and rebate procedure.
- B. Maintenance of a constitutionally adequate challenge and rebate procedure.
- C. The OPBA may amend its challenge and rebate procedure by providing the employee a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the employer.

The OPBA warrants and guarantees that no provision of this Article violates the laws of constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of fair share fee. The OPBA shall indemnify, save and hold the employer harmless from any claim, actions or

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proceedings brought by a person or entity as a result of deduction made by the employer pursuant to this Article.

Section 4.3 Political Contribution. If a unit member does not wish to contribute that portion of his/her "Fair Share Fee" which is used in support of partisan politics or ideological causes which are not germane to the Union's role in collective bargaining with employer entities, he/she may seek a rebate of this portion of his/her "Fair Share Fee" payment. Once such a rebate is requested and granted, it shall be made monthly until the unit member withdraws his/her request for this rebate.

Section 4.4 Religious Contribution. Any unit member who also is a member of, and adheres to, established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, and which is exempt from taxation under the provision of the Internal Revenue Code, shall not be required to join or support financially any employee organization, the employee shall be required, in lieu of a "Fair Share Fee" to contribute a like amount to a non-religious charitable fund exempt from taxation under Section (501) (C) (3) of the Internal Revenue code mutually agreed upon by the employee and a representative of the employee's organization to which the employee would otherwise be required to pay a "Fair Share Fee". The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipt shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement. This Section shall not be construed as a provision requiring any public employee to become a member of an employee organization as a condition of securing or retaining employment.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1 Management Rights. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Determine the qualifications and basis for selection, retention and promotion of its employees.
- C. Determine the number of persons required to be employed, laid off or discharged.
- D. Hire, direct, supervise, evaluate and manage the employees covered by this Agreement.
- E. Suspend, discipline, demote or discharge the employees covered by this Agreement.
- F. Determine the starting and quitting time and the number of hours to be worked by the employees covered by this Agreement
- G. Determine the work assignments of employees covered by this Agreement.
- H. Determine the work standards and the quality and quantity of work to be produced.
- I. Establish, modify, consolidate, layoff or abolish jobs.
- J. Reorganize, discontinue, reduce or enlarge the number of employees providing services under this Agreement.
- K. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- L. Implement any and all rules, regulations, policies and procedures.
- M. Determine the type of equipment used and the sequence of work processes.

- N. Establish, expand, transfer and/or consolidate work processes and facilities.
- O. Terminate or eliminate all or any part of its work or facilities; consolidate, merge or otherwise transfer any or all of its work or facilities with or to any other department, division, municipality or entity; or change in any respect the legal status, management or responsibility of such work or facilities.

Section 5.2 Waiver. The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business, and the direction of its workforce, which have not been specifically modified by the express and specific written provisions of this Agreement, are reserved to the sole and exclusive management and discretion of the Employer, and the Employer is not required to bargain on its exercise of its management rights.

Section 5.3 Authority of Chief or designee. The Chief of Police, or his designee, shall have the authority to make and implement decisions and exercise management rights in the operation of the Police Department.

ARTICLE 6
EMPLOYEE RIGHTS

Section 6.1 Employee Rights. When a member of the bargaining unit is subject to formal interview in regard to a matter directly related to immediate disciplinary action or apparent future disciplinary action such as suspension, demotion, or dismissal, the interview shall be conducted under the following conditions:

- A. Interviews shall be conducted at a reasonable hour when the member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. Such interview shall take place at the Police Headquarters of the City of Fairlawn.
- C. The member under interview shall be informed of the person in charge of the interview, and all persons present in such interviews. All questions directed to the member under interview shall be asked by and through one interrogator, unless waived by the member.
- D. The member under interview shall be informed of the nature of the investigation prior to any interview.
- E. Interview sessions shall be for a reasonable period and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. At the request of the bargaining unit member under interview, he/she shall have the right to be represented by the Ohio Patrolmen's Benevolent Association, or any other bargaining unit member designated as a representative, who shall be present at times during the interview, unless waived by the member. The interview shall be suspended for a reasonable time until representation can be obtained.
- G. The member under interview shall not be threatened during any interview, but if applicable, shall be advised that he/she may be temporarily suspended, with pay, until completion of the investigation.
- H. If a member, while being interviewed becomes a suspect to a criminal action and/or such interview becomes an interrogation as a result of the interview, he/she shall be completely informed of his/her constitutional rights.

- I. A complete record, either written, taped or transcribed, shall be kept of the complete interview of the member, including all recess periods. A copy of the record shall be available to the member or the OPBA upon request.
- J. The member shall receive a copy of the final Departmental or Administrative decision as to the investigation.
- K. Any Section that refers to a member also refers to any bargaining unit member of this Agreement.
- L. This Article provides for the protection of the bargaining unit members of job related incidents that require interviews stemming from an ongoing investigation.
- M. No anonymous complaints will be acted upon by the City, unless there is sufficient corroborative evidence.
- N. Any member who has been accused of misconduct or a violation of the departmental rules and regulations, and such accusations are made by a citizen, which requires an investigation by the department, shall be provided a written and signed statement by the party or parties who have made such accusations. A copy of this report shall be made available to the bargaining unit member upon any interview.

ARTICLE 7
NO STRIKE

Section 7.1 **No Strike.** The Employer and the OPBA realize that a strike would create a clear and present danger to the health and safety of the public and that the grievance procedure provided herein is an adequate means to provide for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The OPBA agrees that the OPBA will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the OPBA's authorized representative who will deal with the Employer and make commitments for the OPBA.
- B. The OPBA further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or the service of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the OPBA shall undertake every responsible means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during such authorized work stoppage or job action shall have the whole and complete right to discipline. The OPBA shall not represent any member in a grievance, appeal or legal action, if SERB or a court has determined that the member's work stoppage or job action has violated the law.

Section 7.2 **Lockout.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the OPBA, unless those members have violated Section 7.1 (B) of this Article.

ARTICLE 8

PERSONNEL FILES

Section 8.1 Personnel Files. The City of Fairlawn shall maintain one official personnel file of the bargaining unit members. No other file shall be kept or used for the purpose of reference to any action for discipline of the member. Any members of the bargaining unit shall be permitted to review her personnel file. Upon request, the Communications Specialist shall have a copy of any material placed in her official file.

Section 8.2 Should the bargaining unit member upon review of her file, read/observe material of an adverse nature, said bargaining unit member may provide a written and signed comment in response to said adverse material. Such comment shall remain in the bargaining unit member's file so long as the adverse material remains.

Section 8.3 Confidentiality. Any confidential investigative report relative to a bargaining unit member shall not be required to be placed in the official file of the member. The Employer shall make reasonable efforts to keep confidential any investigation of the bargaining unit employee, to the extent that such disclosure is not required by law.

ARTICLE 9

DRUG TESTING

Section 9.1 Employee Education Regarding Drug Testing. There will be a ninety (90) day education and information period prior to the implementation of testing for new employees. All new employees will be informed of the Department's drug testing procedures. New employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform new employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, and the consequences of testing positive. All new employees will be provided with this information when initially hired. A record will be maintained of the employees' receipt of this information.

Section 9.2 Drug Testing. Drug testing shall be conducted where there is reasonable suspicion (described below); upon an employee's return to duty after completion of a rehabilitation program, or upon return to duty after being off duty for six (6) months or more.

Reasonable suspicion that an employee is using or abusing drugs must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using or abusing drugs. Examples of where reasonable suspicion shall be deemed to exist include, without limitation, the following:

1. where there has been a serious on-duty injury to an employee or another person, the cause of which is otherwise unexplained;
2. where an employee, while operating a City vehicle, becomes involved in a traffic accident which results in physical harm to persons or property, and where the circumstances raise a question as to the existence of substance abuse by the employee involved;
3. where there is observable phenomena, such as direct observation of drug use, possession or distribution, or the physical symptoms of being under the influence of drugs (e.g., slurred, rambling or incoherent speech, dilated pupils or bloodshot eyes, odor of marijuana, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering or unsteady walk, changes in affect, dynamic mood swings, etc.);
4. where there is a pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance which appears to be related to substance abuse and does not appear to be attributable to other factors; and
5. where an employee is identified as the focus of a criminal investigation into unauthorized drug possession, use or trafficking; or a report of drug use provided by a reliable and credible source.

Drug testing hereunder shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of this drug testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the employer from other administrative action.

Section 9.3 Authorized Laboratories. All drug tests shall be conducted by laboratories certified by the Federal Department of Health and Human Services (DHHS). The procedure utilized by the testing lab shall include a chain of custody procedure in compliance with DHHS recommendations and Gas Chromatography/Mass Spectrometry (GC/MS) confirmation of any positive initial drug screening.

Section 9.4 Procedure. Drug tests shall be administered by urinalysis for the following drugs: amphetamines, barbiturates, benzodiazepines (valium, librium, etc.), cannabinoids (THP), cocaine (including crack), methadone, methaqualones, opiates, phencyclidine (PCP) and propoxyphene (darvon). An employee who initially tests positive shall be immediately removed from duty and placed on unpaid leave. If the initial screening is positive, within 72 hours of notification from the medical review officer, the employee may request a confirmation test of a

split specimen, at a different DHHS approved laboratory. If the confirmation test is negative, the employee shall be immediately returned to duty and reimbursed for all lost wages. Any employee who refuses to submit to the above identified tests shall be prohibited from performing or continuing to perform his/her duties.

If an employee voluntarily enrolls in a qualified treatment program the City shall permit the employee to participate in a rehabilitation program specified by a substance abuse professional, if such program is covered by the employee's health insurance program. An employee who participates in a rehabilitation program shall be allowed to use sick leave, vacation leave, or available compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty in unpaid status. Upon evaluation and certification by a substance abuse professional or medical review officer that the employee has successfully completed the recommended rehabilitation program and a return to duty test that demonstrates that the employee is no longer using/abusing drugs, the employee shall be returned to his/her position. Such employee shall be subject to follow up testing for a period of one year from the date of her return to work.

For the purpose of this Article, follow up testing shall involve a minimum of four (4) unannounced tests during the year following his/her return except that drug tests may be performed at any time upon reasonable suspicion. Costs of all drug screening and confirmation tests which are required by the City shall be borne by the City.

An employee will be subject to disciplinary action under this Article for any of the following reasons: when the employee reports for duty or performs work and tests positive for using a prohibited drug after having once completed a drug rehabilitation program; refuses to submit to a drug test; fails to complete rehabilitation program the employee has entered pursuant to this Article; alters or attempts to alter drug test results; or if the employee tests positive at any time within the year following his/her return to work.

Section 9.5 Medical Releases. For purposes of implementing the provisions of this Article, each employee shall execute medical releases in order for the City to obtain the results of the physical examinations and drug testing provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug test results. No other medical finding may be released without the express written permission of the employee, except that without a release from the employee, the employer may disclose information pertaining to an employee's drug testing to a decision-maker in a grievance or other proceeding initiated by or on behalf of an employee and arising from the results of a drug test.

ARTICLE 10 **DISCIPLINE**

Section 10.1 Discipline. No form of disciplinary action will be taken against any non-probationary employee 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 10.2 Procedure.

- A. The Employer will attempt to apply discipline in a corrective, progressive and uniform manner.
- B. Any discipline imposed will be based upon the nature of the violation, and the employee's record of past performance and conduct contained in the personnel file.
- C. Except in cases where the facts require the Employer to act immediately, the Employer agrees not to reduce, suspend, or discharge an employee without first arranging for a predisciplinary conference. When the Employer determines that the facts require the employee to be disciplined prior to a predisciplinary conference, the employee will be suspended from the active performance of regular duties without loss of pay until the predisciplinary conference is held regarding these allegations.
- D. Appeals from either a reduction, discharge or suspension must be submitted to the Mayor in the form of a grievance within seven (7) calendar days after the date of notification of such reduction, discharge or suspension.
- E. Records of oral warnings and written reprimands which are more than two years old shall not be considered when determining the appropriate discipline to be imposed. Such records shall be maintained in the personnel file.

Section 10.3. Press Releases. When a Communications Specialist is charged with or under investigation for violations of the Employer's rules and regulations, reasonable efforts, consistent with applicable law shall be made to withhold publicly disclosing the name of such employee and the extent of disciplinary action taken until such time as the employee has been served with discipline or exonerated.

ARTICLE 11
ASSOCIATION REPRESENTATION

Section 11.1 Association Representation. The Employer agrees to admit not more than two (2) OPBA Staff Representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The Staff Representative shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing one work day advance notice is given to the Employer. Upon the arrival, the OPBA Staff Representative shall identify himself to the Employer or Employer's designated representative.

Section 11.2 Designated Representative. The Employer shall recognize one (1) bargaining unit member selected by the OPBA to act as an OPBA representative for the purpose of processing grievance and attending hearings. Any employee in the bargaining unit may be designated to serve in this capacity. Up to two (2) bargaining unit employees may be present during the contract negotiations sessions.

Section 11.3 Roster. The OPBA shall provide to the Employer an official roster of its officers and local representatives which is to be kept updated from time to time. No employee shall be recognized by the Employer as a OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 11.4 Time. The OPBA recognized the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives and members. Before leaving an assignment pursuant to this Article, the employee must obtain approval from the supervisor of the shift. To this end, the writing of grievances and the investigation of grievances shall be on non-duty time, except when an employee is given prior permission by his/her supervisor to investigate non-confidential records necessary to process grievances. If grievance hearings or other OPBA business are scheduled by the Employer during the employee's regular duty hours, the employee and/or authorized representative shall not suffer any loss of pay while attending the hearing. It is specifically understood by both parties that time spent on OPBA business outside of normal duty hours shall not be considered as time worked.

Section 11.5 Rules. Rules governing the activity of OPBA representatives are as follows: OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent specifically authorized herein.

ARTICLE 12
LABOR MANAGEMENT MEETINGS

Section 12.1 In the interest of sound labor/management relations and safety, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters as outlined below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings. It is mutually agreed that these meetings shall be held when it is determined by either party to be reasonable and necessary for the purpose of:

- A. Discussing the administration of this Agreement;
- B. Notifying the Union of changes made by the Employer which may affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health and safety matters.

Section 12.2 An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting.

Section 12.3 Local Union employee representatives attending Labor/Management meetings shall not suffer a loss in pay for time spent in such meetings if held during the employee's regularly scheduled hours of work.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1 Grievance Procedure. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of the express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 13.2 Process. All grievances must be 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, or by permitting the time requirements at any step to lapse. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 13.3 Procedure. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the OPBA to effect the resolution of grievances at the earliest step possible. No settlement of any grievance shall conflict with the terms of this Agreement. In furtherance of this objective, the following procedure shall be followed:

STEP 1 The grievance must be presented in writing to a Lieutenant within five (5) working days from the date the alleged incident occurred or from the date the grievant should have known the incident occurred, but in no case later than twenty (20) calendar days following the date of such incident. Within five (5) working days from the date the employee first presents his written grievance, the Lieutenant will deliver his/her written response.

STEP 2 If the grievance is not resolved, the employee may pursue the matter by presenting the grievance and the Lieutenant response in writing to the Chief of Police, or his designee, within five (5) working days of the reply received in STEP 1. The Chief, or his designee, shall, if it is deemed necessary, meet with those concerned and attempt to resolve the matter, and shall respond in writing within ten (10) working days following timely receipt of the grievance at this step, or following a meeting with those concerned, whichever is later.

STEP 3 If the grievance is not resolved, the employee may pursue the matter by presenting the written grievance and all written responses to the Safety Director within five (5) working days of the reply received in STEP 2. The Safety Director shall, if it is deemed necessary, meet with those concerned and attempt to resolve the matter, and shall respond in writing within ten (10) working days following timely receipt of the grievance at this step, or following a meeting with those concerned, whichever is later. In the absence of a Safety Director, the employee shall go directly to STEP 4.

STEP 4 If the grievance is not resolved, the employee may pursue the matter by presenting the written grievance and all written responses to the Mayor within five (5) working days of the reply received in STEP 3. The Mayor shall meet with those concerned and attempt to resolve the matter, and shall respond in writing within fifteen (15) working days following timely receipt of the grievance at this step, or following a meeting with those concerned, whichever is later.

STEP 5 Arbitration: If the grievance is not satisfactorily settled in STEP 4, the OPBA may file a Notice of Arbitration. A Notice of Arbitration must be mailed, certified mail, return receipt requested, to the Mayor within ten (10) working days following the issuance of the Mayor's written decision in STEP 4. In the event the grievance is not mailed, certified mail, within the time limits prescribed, the grievance shall be considered resolved based upon the STEP 4 reply.

Section 13.4 Grievance Information. All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties:

1. Grievied employee's name and signature.
2. Grievied employee's classification.
3. Date grievance was filed in writing.
4. Date and time grievance occurred.
5. The location where the grievance occurred.
6. A description of the incident(s) giving rise to the grievance.
7. Specific Articles and Sections of the Agreement violated.
8. Desired remedy to resolve the grievance.

Section 13.5 Self Representation. When an employee covered by this Agreement chooses to represent herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate OPBA grievance representative will be notified of his/her right to be present at the adjustment.

Section 13.6 Who May File. A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one 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, or attach a paper with all parties signature to such grievance.

Section 13.7 Work Days. The term work days in the grievance procedure shall be Monday through Friday, excluding Saturday, Sunday or celebrated holidays.

ARTICLE 14 **ARBITRATION**

Section 14.1 Selection of Arbitrator. The OPBA shall request a list of fifteen (15) arbitrators, from the northeast Ohio region, from the American Arbitration Association. The parties shall select an arbitrator in accordance with the American Arbitration Association's Labor Arbitration Rules; however, the parties may select an arbitrator by mutual agreement.

Section 14.2 Authority of Arbitrator. The arbitrator shall give a fair and impartial hearing on the testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him/her.

The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority of affirm, disaffirm or modify said discipline. The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance.

If a question of arbitrability is raised, the arbitrator must rule on this issue before hearing evidence or argument on the merits of the grievance.

The decision of the arbitrator shall be final and binding upon the OPBA their grievant, and the City.

Section 14.3 Arbitration Costs. The administrative fees charged by the American Arbitration Association and the rent, if any, for the hearing room shall be borne by the losing party; however, each party shall pay the entire cost for any representative engaged by that party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. All costs directly related to the services of the arbitrator shall be paid by the losing party. The arbitrator shall be paid for all hours spent hearing evidence and in research, writing, and meetings.

If there is a dispute as to who is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrators' fees are allocated by mutual agreement of the parties.

Section 14.5 Arbitrator's Award. The arbitrator's decision will be in writing and shall be mailed to the OPBA and the City within thirty (30) days from the date the hearing record is closed.

Section 14.6 Rules. The hearing or hearings shall be in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Section 14.7 Witnesses. 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/her regular hourly rate for all scheduled hours during which his or her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and employees shall return to work at the earliest time possible following the conclusion of their testimony or other involvement. At no time shall more than two (2) employees be in attendance.

ARTICLE 15
GENDER

Section 15.1 Gender. All references to employees in this Agreement designate both sexes and whenever the female gender is used it shall be construed to include male and female employees.

ARTICLE 16
CONFORMITY TO LAW

Section 16.1 Conformity to Law. This Agreement supersedes and replaces all applicable laws which it has the authority to supersede and replace.

Section 16.2 Validity. If a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 17

HOURS OF WORK

Section 17.1 Hours of Work. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring to promote efficiency or to improve services; from establishing the work schedules for employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 17.2 Work Week and Day Defined. A week shall be defined as seven (7) days beginning at 0001 hours on Monday, and ending at 2359.59 hours on Sunday night. A day shall be defined as twenty-four (24) hours, beginning at the starting time of the bargaining unit member's scheduled work day. The work week for bargaining unit members will be any combination of shifts consisting of four (4) consecutive ten (10) hour work days with three (3) consecutive days off and/or five (5) consecutive eight (8) hour work days with two (2) consecutive days off. The Administration will establish and post the complete schedule of shifts for bidding as provided in Section 17.4. Prior to implementing a change in the number of bargaining unit members working eight (8) hour work days and ten (10) hour work days, the City will offer to meet and discuss said changes with the Union. Said meeting shall take place within seven (7) calendar days of the notice to the Union and shall not require the concurrence of the Union to the change.

Section 17.3 Meal Break. While on duty, each employee may take a meal break. Said break shall be taken at a time when the normal business operation of the City will be minimally affected. The employee shall remain on call on the City premises during the meal break, and will return to duty if business operations require. If two Communications Specialists are on duty, then one Communications Specialist may take up to one-half hour away from the City premises for a meal break.

Section 17.4 Scheduling Notice. Shifts shall be bid by seniority as seniority is defined in Article 25. Shift bidding shall occur two (2) times yearly and shall be effective for a six (6) month period (from the first Monday in April until the first Monday in October and from the first Monday in October until the first Monday in April). The Employer shall post the available shifts to be bid upon at least sixty (60) days prior to the effective date of the new schedule. Failure to timely submit a bid shall result in the Employer's assigning the schedule in its discretion. The new schedule shall be completed and posted by the Employer no later than thirty (30) days prior to the commencement of the new schedule. This Section is not applicable to probationary employees who will be assigned their work shift and work schedule.

ARTICLE 18
OVERTIME PAY

Section 18.1 Overtime. When an employee is required by his/her responsible supervisor or administrator to work in excess of his/her regularly scheduled work day, or in excess of his/her forty (40) hour work week, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1 ½) times his/her base hourly rate.

Overtime pay will be included in the pay period such overtime was worked. Holidays, vacation days, and sick days shall be a part of the standard forty (40) hour work week for the purpose of computing overtime.

Section 18.2 Call-in and Court Time. Whenever approved by the administration, employees called in to work or appearing in court on behalf of the Employer while off duty shall be paid for the actual time worked or a minimum of three (3) hours, whichever is greater. The three (3) hour minimum shall not apply to overtime that abuts the employee's regular workday or to voluntarily accepted overtime that is less than three (3) hours.

Section 18.3 Compensatory Time. Each bargaining unit member shall elect to take at his/her discretion, overtime as paid compensation or compensatory time.

Compensatory time may be taken at the request of the bargaining unit member should operational needs of the department permit. Should compensatory time be requested by two or more employees, seniority shall prevail within their rank structure. Such request should be made seven (7) days prior to the days requested. Such time period may be waived by the Chief of Police or his designee, at their discretion.

Compensatory time shall be taken for period of time of no less than one hour.

Compensatory time shall be cumulative to 300 hours during the term of this Agreement.

Section 18.4 Overtime Distribution. Prior to offering overtime opportunities to bargaining unit members, the Communications Coordinator shall have the right and discretion to not fill part or all of the overtime opportunity; and/or to work part or all of that overtime opportunity him/herself; and/or to adjust a bargaining unit member's schedule by mutual agreement.

- A. When the Administration determines to fill overtime opportunities anticipated to be two (2) hours or less with bargaining unit employees, such overtime opportunities shall be filled according to the following process:
 - 1. First, overtime opportunities may be filled by the on-duty Communications Specialists, by seniority.

2. Second, if the on-duty Communications Specialist does not desire to fill the overtime opportunity, he/she shall offer the overtime opportunity to the bargaining unit members working the following shift, by seniority.
3. Third, if no bargaining unit member on the following shift desires to fill the overtime opportunity, the overtime opportunity shall be offered to the bargaining unit members, according to seniority, on a rotational basis. The Communications Coordinator or Communications Lieutenant may attempt to contact the most senior employee directly or may delegate this task to an on-duty Communications Specialist. If the most senior employee accepts or rejects the overtime, that employee's name will be moved to the bottom of the voluntary overtime list and the next most senior employee will be called. The next overtime opportunity will commence by seniority off the voluntary overtime list where the last call was made.
4. Fourth, if no bargaining unit member desires to fill the voluntary overtime opportunity, the least senior bargaining unit member reached on the mandatory overtime list shall fill the overtime opportunity on a rotational basis and that employee's name will be moved to the bottom of the mandatory overtime list.
5. Fifth, if the procedures in paragraphs 1 through 4 above are exhausted without filling the overtime opportunity, the least senior Communications Specialist on-duty shall remain on duty until relieved by communications personnel.

The references to overtime opportunities in paragraphs 1 through 5 above shall include both full and partial shifts worked on an overtime basis. Substantial compliance shall be sufficient for purposes of filling overtime opportunities under paragraphs 1 through 5 above.

- B. When the Administration determines to fill overtime opportunities anticipated to be more than two (2) hours with bargaining unit employees, such overtime opportunity shall be filled according to the process in A above starting, however, at step 3 with the overtime opportunity being offered to all of the bargaining unit members according to seniority, on a rotational basis.

- C. Should a situation arise where a Communications Specialist is working alone and has to leave the center as a result of an emergency arising during the time of his/her shift, the procedures in paragraph A above may be deferred in favor of the employee notifying the Communications Coordinator and the Communications Coordinator filling the shift by him/herself or offering the shift to bargaining unit members in a manner to effectuate the quickest fill.

Section 18.5 If part-time Communications Specialists are hired, representatives of the Employer and the Union will, upon request of either party, meet and discuss the impact upon Section 18.4.

ARTICLE 19
HOLIDAYS

Section 19.1 Holidays. The following shall be considered legal holidays:

New Year's Day*	January 1
Martin Luther King Day**	3rd Monday in January
President's Day**	3rd Monday in February
Easter Sunday*	Designated Sunday
Memorial Day*	Last Monday in May
Independence Day*	July 4
Labor Day*	1 st Monday in September
Veteran's Day**	November 11
Thanksgiving Day*	4 th Thursday in November
Day after Thanksgiving*	4 th Friday in November
Christmas Day*	December 25

* Designates major holidays.

** Designates minor holidays.

If Patriot's Day (September 11) becomes a nationally recognized holiday, it will be treated as a minor holiday for purposes of this Agreement. Otherwise, that day shall not be treated as a holiday.

In addition, each employee shall receive sixteen (16) hours of personal time and eight (8) hours for their birthday.

Section 19.2 Holiday Pay When an Employee Does Not Work on a Holiday. When an employee does not work on a holiday as set forth in Section 19.1, that employee shall receive eight (8) hours' pay at his/her regular rate of pay.

Section 19.3 Work on a Major Holiday. When an employee works on a major holiday, the employee shall be paid one and one-half times his/her regular rate of pay for all hours worked and shall receive the number of hours of holiday pay or compensatory time set forth below, depending upon the hours worked on the holiday, as follows:

<u>Hours Worked</u>	<u>Hours of Holiday Pay or Compensatory Time</u>
8 or less	8
8-10	Actual number worked
10 or more	10

Approved by Fairlawn City Council on June 16, 2014 by Ordinance 2014-046

Section 19.4 Work on a Minor Holiday. When an employee works on a minor holiday, the employee shall be paid his/her regular rate of pay for all hours worked, unless part or all of the time qualifies for overtime compensation, in which case, he/she shall be paid one and one-half times his/her regular rate of pay for the hours worked that so qualify, and that employee shall receive the number of hours of holiday pay or compensatory time set forth below, depending upon the hours worked on the holiday, as follows:

<u>Hours Worked</u>	<u>Hours of Holiday Pay or Compensatory Time</u>
8 or less	8
8-10	Actual number worked
10 or more	10

Section 19.5 Payment. Holiday pay will be included in the paycheck covering the pay period in which the holiday occurred. Employees may elect to take compensatory time in lieu of holiday pay in accordance with Article 18 of this Agreement.

ARTICLE 20 **VACATION**

Section 20.1 Vacations. The City shall provide annual vacation leave for all full-time employees.

Section 20.2 Computation of Leave. Full-time employees working a scheduled forty (40) hours or more per week shall earn and be credited with annual vacation leave according to their number of years of continuous service with the City of Fairlawn.

<u>Years of Service</u>	<u>Hours of Vacation</u>
(1) Less than one	None
(2) One but less than five	80 hours
(3) Five but less than twelve	120 hours
(4) Twelve but less than twenty	160 hours
(5) Twenty but less than twenty-three	200 hours
(6) More than twenty-three	240 hours

Section 20.3 Utilization of Leave. All vacation leave must be requested and authorized on a form designated by the Chief or his designee. Vacation selections may be denied by the Administration if the Administration determines that they interfere with the efficient operations of the Department.

Section 20.4 Effect of Leave of Absence. Any leave of absence in a non-pay status of thirty days or more shall be deducted when computing eligibility for vacation leave due.

Section 20.5 Accumulation. The employee may carry over one week of vacation each year of the labor agreement. All leave carried over must be taken during the next anniversary year.

Section 20.6 Separation of Service. Upon separation from service, an employee shall be entitled to compensation for any earned but unused vacation leave to his/her credit at the time of separation. This does not apply to those employees who have less than one year of service. Computation of accumulated vacation for eligible employees leaving the service shall be made on the following basis.

- A. Five-sixths of one day of each month of service under subsection 19.2 (2) of this Article.
- B. One and one-fourth days for each month of service under subsection 19.2 (3) of this Article.
- C. One and two-thirds day of each month of service under subsection 19.2 (4) of this Article; and
- D. Two days for each month of service under subsection 19.2 (5) of this Article.

Section 20.7 Vacation Pay in Case of Death. In the case of the death of an employee, any approved vacation leave earned shall be paid on a prorated basis to the date of death in accordance with Section 20.6 to the surviving spouse or the estate of the deceased.

Section 20.8 Planning of Leave. Vacations must be planned as far in advance as possible so as not to interfere with the efficient operations of the department. Vacation requests for the following year of vacation shall be made between November 1 and November 30. The Administration will acknowledge such requests no later than December 15. If more than one request is made for the same date or an overlap should occur of a vacation request, seniority shall prevail. If the vacation request is not in by November 30, the department head shall schedule the vacation on a first come, first served basis.

- A. During the first round of Department vacation selections, each member with at least one (1) year of full-time service shall select at least one (1) but not more than two (2) weeks of vacation, starting with the most senior member and continuing until the seniority list is exhausted. Members must make a selection when it is their opportunity in the first round of vacation selections. After the first round of vacation selections has been completed, members who have additional vacation remaining shall submit their requests to use such vacation according to seniority, starting with the most senior member, and this process shall continue until all of the vacation selections have been completed.

- B. Members may cancel approved, scheduled vacations by giving at least fourteen (14) days advance notice of cancellation in writing to the Administration. Such time period may be waived by the Chief or his designee.
- C. Members may request to change or reschedule an approved, scheduled vacation by submitting their request in writing to the Administration at least fourteen (14) days prior to the start of the requested change, or the start of an approved vacation leave, whichever is earlier. Timely received requests will be approved if the Chief/designee determines the staffing levels will be sufficient to meet the department's operational needs. Such time period may be waived by the Chief or his designee.

Section 20.9 Anniversary Date. As used in this Section "anniversary date" means the date an employee began full-time service and the same date in every following year. It is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service shall be computed from the anniversary date. If an employee is off the payroll for the period of time (e.g. on leave of absence) the following anniversary date shall be deferred by an equivalent amount of time. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or re-employment will constitute a new anniversary date.

Section 20.10 Credit for Service. Any member that has received credit of service for employment with the State of Ohio, or political subdivision therein, for the purpose of vacation benefits shall continue to receive such benefit.

Section 20.11. Option to Cash in Vacation. Bargaining unit employees may convert to cash each year up to one-half of their accrued and unused vacation entitlement for that year. Upon paying an employee for such vacation leave, the amount of vacation leave converted to cash shall be subtracted from that employee's vacation leave bank.

ARTICLE 21
SICK LEAVE

Section 21.1 Eligibility. Each bargaining unit employee shall earn ten (10) hours of sick leave with pay for each completed month of service. There shall be no limit to the number of sick leave hours earned and accumulated by bargaining unit members. Upon retirement or death any employee with 15 years of full time service (not counting lateral transfer time) with the City of Fairlawn shall be paid at his or her rate of pay at retirement for up to six hundred (600) hours of unused sick leave. Any employee who was granted seven hundred twenty (720) hours or more prior to this Agreement for payment at retirement shall retain the right for said payment, and be paid at his or her rate of pay at retirement.

Section 21.2 Utilization.

1. An employee absent on sick leave is required to notify his/her immediate supervisor of his/her inability to report for work as soon after the start of the work day as possible. Such notification shall include the reason for the employee's use of sick leave and shall be given on each day of absence unless other arrangements are made with his/her immediate supervisor. If such notification is not made, the absence may be charged, upon the recommendation of the Chief or his designee, to leave without pay. Compensation for sick leave absences of more than three (3) consecutive work days shall require the written excuse of a physician.
2. Sick leave shall be charged in a minimum unit of one hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work;
3. Sick leave shall be granted to employees only upon approval of the Chief or his designee for the following reasons:
 - A. The illness, injury or disability of: (a) an employee; or (b) a member of the employee's immediate family requiring the care and attendance of the employee;
 - B. Exposure of an employee to a contagious disease communicable to other employees; or the affliction of a member of an employee's immediate family with a contagious disease requiring the care and attendance of the employee;
 - C. Childbirth and/or a disability related to pregnancy of an employee or a member of the employee's immediate family; or

- D. Medical, dental or optical examinations or treatment of (a) an employee or (b) a member of the employee's immediate family requiring the care and attendance of the employee.
4. In the case of sick leave absences for reasons specified in subparagraph (3) B of this Section, a written statement from a physician may be required to be supplied to the Chief or his designee certifying the necessity of the absence of the employee.

Section 21.3 Disability. Any employee injured or disabled within the scope of his/her employment may utilize accrued sick leave immediately after any disabling injury and shall make application for worker's compensation payments to commence as of the first working day following injury. When an employee has been injured or disabled within the scope of his/her employment and has been absent from work for more than five work days, the City shall have the right to have the employee independently examined to determine the employee's ability to perform the duties of his/her position.

When an employee is injured or disabled within the scope of his/her employment and as a result thereof files an application with the Ohio Bureau of Workers' Compensation for disability benefits, the City shall have the right to have the employee medically examined for the purpose of determining the extent of disability.

When an employee is injured or disabled in the scope of his/her employment and returns to work after a period of disability, the City shall have the right to demand a return to work release from the employee's attending physician and to have the employee independently examined to determine the employee's ability to perform his/her regular duties.

Section 21.4 Immediate Family Defined. As used in this Section "immediate family" means the husband, wife, legally dependent child, mother or father of an employee.

Section 21.5 Sick Leave Bonus. Employees who have very limited use of sick leave shall have the option of converting a designated amount of sick leave hours to compensatory leave hours if they so desire and to receive a cash bonus according to the following schedule:

- A. For Bargaining Unit Employees Working an 8-Hour Shift (for the majority of the 6-month period):

<u>Number of Sick Hours Used:</u>	<u>Compensatory Hours:</u>	<u>Cash Bonus:</u>
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 8.0 sick hours within half-year	12	and \$100.00 Bonus
8.1 - 16.0 sick hours within half-year	8	and \$75.00 Bonus

B. For Bargaining Unit Employees Working a 10-Hour Shift (for the majority of the 6-month period):

<u>Number of Sick Hours Used:</u>	<u>Compensatory Hours:</u>	<u>Cash Bonus:</u>
0 sick hours within half-year	16	and \$125.00 Bonus
0.1 - 10.0 sick hours within half-year	12	and \$100.00 Bonus
10.1 - 20.0 sick hours within half-year	8	and \$75.00 Bonus

Upon crediting an employee with compensatory hours, the corresponding number of sick leave hours shall be subtracted from that employee's sick leave bank.

The conversion of sick leave into compensatory time shall be optional with the employee. If an eligible employee wishes to convert sick leave into compensatory time under this Section, he/she must notify the Finance Department of his/her desire to do so by July 15 for sick leave incentives earned during the first half-year, and by January 15 for sick leave incentives earned during the second half-year.

The cash bonus for the first half-year shall be paid in the first pay period after July 15. The cash bonus for the second half-year shall be paid in the first pay period after January 15.

In order to qualify, an employee must work an entire half-year (i.e., January 1 to June 30 or July 1 to December 31) and he/she must be employed by the City in active pay status as of the last day of the half-year.

These sick leave bonus incentives are not subject to proration or retroactive application.

Section 21.6 The Chief reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations in the Chief's sole discretion and at the City's expense.

Section 21.7 Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action.

Section 21.8 Falsification of sick leave may be grounds for dismissal.

Section 21.9 Employees can donate up to one-half (½) of their earned sick time to help any City of Fairlawn full-time fellow employee who has used all their accrued paid time (sick leave, vacation leave, holidays, personal days, compensatory time) in the recovery of a major illness or injury. This may be done on an individual basis and is strictly voluntary; however, contributing employees must maintain a minimum of 240 hours of accrued and unused sick leave in their own bank.

Approved by Fairlawn City Council on June 16, 2014 by Ordinance 2014-046

ARTICLE 22
FUNERAL LEAVE

Section 22.1 Funeral Leave. A full-time employee shall be permitted up to three (3) working days off with pay, upon proper notification to the Chief or his designee of the death of his/her mother, father, child, husband, wife, brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, guardian, spouses grandparent or step-children.

Section 22.2 Upon written request by the member, the Chief of Police or his designee may extend funeral leave to any bargaining unit member requesting said extension. Time off as a result of any such extension will be charged against the member's sick leave, provided that the member has sufficient sick leave accumulated to his/her credit; otherwise, it will be charged to any other banked time, or if there is insufficient banked time, it will be treated as leave without pay. The funeral leave must be continuous and shall include the date of the funeral, unless the funeral occurs on the employee's day off, in which case the funeral leave shall include the employee's work day closest to the date of the funeral.

ARTICLE 23
PARENTAL LEAVE

Section 23.1 Bargaining unit members shall be entitled to 3 months of unpaid parental leave for the care of a child, to be taken in one increment at any time within 1 year after the birth or adoption of the bargaining unit member's child.

Section 23.2 The bargaining unit member shall give written notice to his supervisor at least 30 calendar days prior to the beginning of parental leave indicating the beginning and anticipated ending dates of such leave. Failure of the bargaining unit member to return to the duty at the end of the parental leave, or to make other arrangements satisfactory to the employer, shall result in the member's automatic separation from the city service.

Section 23.3 Upon return to service following parental leave, the employer will reinstate the employee to his full former position which includes but is not limited to any benefits that may have been accrued in the interim. The bargaining unit member shall continue to accrue seniority while on parental leave.

ARTICLE 24
UNPAID LEAVE

Section 24.1 Unpaid leave as defined by the provisions of the Federal Family Medical Leave Act, applicable to the City, shall be granted by the Chief of Police or his designee without pay to any Bargaining Unit member, upon request, for a time period not to exceed that prescribed in the Act. All other unpaid leave requests may be granted by the Chief of Police or his designee to any Bargaining Unit Member without pay for a period not to exceed fifteen (15) weeks for any illness or disability, per year of the Agreement.

Section 24.2 Any member on such leave of absence shall not earn sick leave or seniority credit for priority in vacation scheduling and seniority incentive calculation during such leave period nor shall he/she be entitled to any holiday pay for any holidays falling within such leave time. No member on leave of absence may engage in any other employment during such leave.

Section 24.3 Any benefits, wages, or other compensation not specifically mentioned in Section 24.2 of this Article shall not cease during this unpaid leave time.

Section 24.4 If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee and the OPBA.

Section 24.5 An employee who fails to return to duty within five (5) days of the completion of a leave of absence, without reporting to the Employer or his representative, may be removed by reference to these rules.

ARTICLE 25
SENIORITY

Section 25.1 Seniority. Seniority shall be continuous service as full-time Communications Specialist with the City of Fairlawn Police Department, and such seniority shall begin with the date of hire.

Section 25.2 Break in Seniority. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is approved;
- E. Fails to report work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer send the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless a different date for returning to work is otherwise mutually agreed upon or a later date is specified in the notice.
- F. Fails to report to work as directed following a leave of absence or separation for more than thirty (30) days.

Section 25.3 Service Credit. Employees shall not receive credit for any other service with any other Employer, nor for any time of employment with the City of Fairlawn Police Department which was prior to a break in service. However, employees with prior service with the City of Fairlawn Police Department shall receive retirement system credit for such time worked in accordance with applicable law. After serving the probationary period, employees with prior service as a full-time Communications Specialist with another political subdivision of the State of Ohio shall receive up to four (4) years service credit for purposes of determining the appropriate wage rate pursuant to Article 28 of this Agreement.

ARTICLE 26
SENIORITY INCENTIVE

Section 26.1 Seniority Incentive. Each employee who accumulates the following years of service shall be entitled to the following amounts:

8 years, but less than 12 years	\$250.00 per year
12 years, but less than 15 years	\$750.00 per year
15 years, but less than 20 years	\$1,000.00 per year
20 years or more	\$1,250.00 per year

Each of these payments shall be made one time on the last payroll of the calendar year in which the employee becomes eligible for such payment.

Section 26.2 Effective Service Date. The effective service date for the seniority incentive shall be the employee's date of hire (full-time) with the City. No retroactive application will be made.

Section 26.3 Service Determination. This Section applies to employees who have accumulated the appropriate number of years of active service within the bargaining unit in good standing, as determined by the Chief of Police.

ARTICLE 27
JURY DUTY LEAVE

Section 27.1 Jury Duty Leave. Any employee who is called for jury duty shall be paid his/her regular compensation. All compensation received for such duty must be reimbursed to the City upon the employee's return to work. However, compensation for jury duty will not be paid if the jury service occurs on the employee's regularly scheduled days off.

ARTICLE 28
WAGES

Section 28.1. Wages. Beginning on January 1, 2014 and effective through December 31, 2016, the salary schedule for bargaining unit members shall be increased 3.5% effective January 1, 2014 and 2015, with a reopener for wage increases effective January 1, 2016, as follows:

<u>Years of Service</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Less than two years of experience	\$42,690.48	\$44,184.65	[reopener]
More than two and less than four years of experience	\$44,611.55	\$46,172.96	"
More than four and less than eight years of experience	\$46,619.09	\$48,250.76	"
More than eight years of experience	\$48,716.92	\$50,422.01	"

ARTICLE 29
UNIFORM ALLOWANCE

Section 29.1 Uniform Allowance. Uniforms will be provided for full-time Communications Specialists in accordance with specifications as set forth in the Department Rules and Regulations, as well as the required dress code.

Section 29.2 Request for Replacement. When authorized items are required in order to meet the requirements set forth above, the Communications Specialist will request replacement from the Chief or his Designee.

If the Chief or his/her designee agrees that the item should be replaced, he/she will issue an authorization slip to the requesting Communications Specialist who can acquire the item at a vendor designated by the Administration.

Section 29.3 Dress Requirements Applicable. This procedure in no way releases the dress or appearance requirements issued by the Chief of Police or his/her designee.

ARTICLE 30
INSURANCES

Section 30.1 City/Employee Contributions.

A. Health Insurance.

1. Employees shall pay the following health insurance premium contributions:
 - a) 3.5% of premium capped at premium increases up to 10% of premium; and,
 - b) ½ of premium increases greater than 10% but capped at 15%
2. The employee's contribution toward the health insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

B. Dental Insurance.

1. Employees shall pay the following dental insurance premium contributions:
 - a) 3.5% of premium capped at premium increases up to 10% of premium; and,
 - b) ½ of premium increases greater than 10% but capped at 15%
2. The employee's contribution toward the dental insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

Section 30.2 HSAs. If Health Savings Accounts (HSAs) are offered, the City will fund a participating employee's HSA at the level of up to but not more than 100% of the deductible. The City's contribution will be from the premium savings for the plan selected, generated by the employee's participation in a qualifying High Deductible Health Plan. The City will retain: (a) any premium savings remaining after funding an HSA at 100% of the deductible; and (b) any HRA balances that are not spent down as permitted by federal law by any employee enrolled in an HSA plan. HSA funding will be prorated monthly. For purposes of this Section, deductible means the in-network deductible for the HSA plan enrolled in.

Section 30.3 HRAs. Health Reimbursement Accounts (HRAs) will be maintained and funded by the City for the duration of this Agreement at the levels in effect as of the effective date of this Agreement (\$2,000 for family/\$1,000 for single), subject to applicable federal regulations governing HRAs. An employee may carry over up to half of the annual funded amount (\$1,000 for family/\$500 for single) of his HRA annually. This carry over will not count towards the amount the HRA is funded annually, however, the maximum funding in an account including the carry over is limited to \$3,000 for family/\$1,500 for single. In any year in which an employee is enrolled in an HSA plan, such employee will not receive the HRA contribution described in this Section. HRA balances are not subject to rollover into an HSA.

Section 30.4 Vision/Dental. In addition to the HSA described in Section 30.2 and the HRA described in Section 30.3, the City shall reimburse employees up to One Hundred Fifty Dollars (\$150.00) per year for qualified vision care expenses and/or for qualified unreimbursed dental care expenses as permitted by IRS regulations. This vision/dental benefit does not carry over but increases the maximum funding levels in Section 30.3 by \$150 and may be administered with an HSA or HRA as permitted by applicable IRS regulations. The employee shall provide the City with a receipt as proof of the cost of eye care services and unreimbursed dental care expenses.

Section 30.5 Life Insurance. The City shall provide life insurance for the bargaining unit members. The amount of life insurance shall be \$50,000.00. Employees may purchase at their own cost additional life insurance, if such option is offered.

Section 30.6 Changes in Eligibility. Any time a circumstance occurs which changes any insurance coverage eligibility (e.g., marriage, divorce, birth of child, dependent no longer eligible, etc..) for a covered employee and/or family member, the employee shall notify the Finance Department, in writing, with appropriate documentation, of such change within ten (10) calendar days of the event so the appropriate changes may be made to ensure proper insurance requirements and time-lines are met.

Section 30.7 Cash Waiver Incentives.

- A. If there is one health insurance plan offered by the City and an employee voluntarily waives coverage or opts for less coverage than what the employee is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings generated by the employee's participation in the cash waiver program.
- B. The following scenarios apply if there is more than one health insurance plan offered by the City:

1. If an employee voluntarily waives coverage that he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings for the most expensive health insurance plan offered by the City.
 2. If an employee voluntarily opts for less coverage than what he/she is eligible to receive, the employee shall receive a cash waiver incentive of twenty-five percent (25%) of the City's premium cost savings within the plan selected by the employee (i.e., any cash waiver incentives provided under any plan other than the plan selected are not applicable and may not be combined with the employee's cash waiver incentive).
- C. Cash waiver incentives shall not be paid more than once to the same employee (i.e., there shall be no pyramiding of this benefit).
- D. The cash waiver election may occur during open enrollment or when a "qualifying event" occurs (e.g., birth or adoption of a child, marriage, loss of coverage due to spouse's separation from employment, divorce, death, etc.), provided that no cash waiver election may be made on a retroactive basis. Cash waiver payments shall be paid monthly and shall be prorated, based upon the 12-month calendar year (January 1 – December 31).
- E. HRA funds shall be available to employees who waive coverage on the same terms as employees who elect health insurance coverage through the City for which an HRA is provided, subject to the rules for funding HRAs established by the applicable federal regulations.
- F. Life insurance and dental insurance coverage shall be available to employees who waive health insurance coverage on the same terms as employees who elect health insurance coverage through the City.
- G. Prior to making a cash waiver election, interested eligible employees shall submit verification to the City's Finance Department that the affected persons (employee and, if applicable, eligible dependents) are covered under other health insurance without a lapse in coverage as a result of the cash waiver election.
- H. In waiving or opting for less coverage, employees shall be solely responsible to know, fully investigate and understand the differences between the City's coverage and the health care coverage which they have selected when opting out of the City's coverage, and for determining that the coverage which they have selected when opting out of the City's coverage is satisfactory to meet their needs.

Section 30.8 Married/Spouse Employees. City employees who are married to each other and are otherwise eligible for health insurance through the City shall be eligible to receive, if they have no eligible dependents, either two single plans (one each) or one employee/spouse plan; or, if they have one or more eligible dependents, either one shared family plan or one single plan and one employee/child(ren) plan.

Section 30.9 Health Insurance Committee.

- A. The bargaining unit agrees to participate in a City-wide Health Insurance Committee, which shall meet at least once per quarter per year in order to address the rising cost of the City's health and/or dental insurance coverage and to explore options to contain the cost of such coverage. The Committee shall annually elect a Chairperson who shall be a voting member of the Committee and shall schedule the Committee's meetings and arrange for notice of the meetings to all Committee members. If the Committee is unable to elect a Chairperson, the Chairperson shall be appointed at random from among the Committee's voting members. There shall be no subcommittees of the Health Insurance Committee.

- B. The Committee shall consist of voting members and non-voting members. The Committee's voting members are: one member representing the City's full-time non-bargaining employees; one member from the FOP representing the full-time Patrol Officers and Sergeants; one member from the IAFF representing the full-time Fire/Medics and Lieutenants; one member from the IBT representing the full-time Laborers and Supervisors; and one member from the OPBA representing the full-time Communications Specialists (the Union designations are subject to change if any different employee organizations are subsequently recognized by SERB). All voting members of the Committee shall be participants in the City's health and dental insurance coverage. The Committee's non-voting members are: the Mayor or designee, the Finance Director or designee, the Law Director or designee, and the City's insurance agent/consultant as appointed by the Mayor.

- C. The Committee shall have the authority to direct the City's insurance agent/consultant to obtain proposals. The Committee shall have the authority to decide, by a majority vote of its full voting members, the health and/or dental insurance coverage options available to the City's full-time employees. However, unless the Committee obtains the Mayor's express written approval, the Committee shall not have the authority to select any coverage/option (a) involving self-insurance by the City or (b) the City joining any insurance pool, group or consortium. In selecting health and/or dental insurance coverage options, the Committee shall contain the cost at a maximum increase of a 15% per year. Any health and/or dental insurance cost increase greater than 10.0% will be shared equally by the employees and the City. If in any year the Committee is unable to reach a decision involving the selection of health and/or dental coverage within the City's normal time-frame for renewal, the Mayor shall be authorized to decide and implement the coverage, provided that: (a) the cost for the coverage does not increase more than 15%; and (b) the coverage was a plan that was considered by the Committee.

Section 30.10. Reopener. This Article is subject to reopener for year 2016.

ARTICLE 31 **TRAINING TIME**

Section 31.1 Training Time. All training sessions ordered by the Administration, Chief of Police, or his designee, for each employee shall be compensated by the City at one and one-half (1.5) times the wage rate for a minimum of three (3) hours for each session, provided said training time to be paid pursuant herein exceeds forty (40) hours in a workweek. The employee's selection of compensation shall be taken as compensatory time or with pay.

Section 31.2 Normal Shift. Any employee in attendance of such training session on his/her normal scheduled shift would be excluded from Section 31.1.

ARTICLE 32
PENSION PICK-UP PLAN

Section 32.1 Pension Pick-Up Plan. The City will continue its existing pension “pick up” plan, which consists of the City’s processing the employees’ required contributions to the Ohio Public Employees’ Retirement System (OPERS) as “pre-tax” dollar contributions, without the City’s incurring any additional costs, and in accordance with applicable Internal Revenue Service rulings and Ohio Attorney General Opinions. The employees’ OPERS contributions will be included in the City’s designation of their “compensation” for OPERS calculations, and for fixing their compensation as set forth in this Agreement. For all other purposes, except for deferring state and federal income taxes, the employees’ wages shall remain as they are currently placed on the wage scale.

ARTICLE 33
LEGAL DEFENSE

Section 33.1 Legal Defense of Employees. The City agrees to provide the legal defense of any lawsuit against any full-time employee alleged to have arisen out of any act or failure to act within the scope of the regular official duties of such employee, provided that such act or failure was not malicious, motivated for private gain and did not constitute willful misfeasance, malfeasance or nonfeasance.

ARTICLE 34
BULLETIN BOARDS

Section 34.1 Bulletin Boards. The Employer agrees to provide space on a bulletin board in a mutually agreed upon area.

Section 34.2 All OPBA notices which appear on the bulletin boards shall be signed, posted and removed by the OPBA Associate.

Section 34.3 Materials Prohibited. No materials of any kind may be posted anywhere in the employer’s facilities or on the employer’s equipment except on the bulletin board designated for use of the OPBA.

No derogatory, obscene, scandalous, or scrupulous materials may be posted on the bulletin board.

ARTICLE 35
LAYOFF AND RECALL

Section 35.1 Layoff and Recall. When the Employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment. Employees will be notified as soon as is practical in advance of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less. The Employer, upon request from the OPBA, agrees to discuss with representatives of the OPBA the impact of the layoff of bargaining unit employees.

Section 35.2 Order of Layoff. Employees shall be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 35.3 Order of Recall. When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees in the reverse order that they were laid off, and the method which was utilized at the time of layoff, beginning with the employee with the most seniority and progressing to the employee with the least seniority, up to the number of employees to be recalled. An employee shall be eligible for recall for a period of thirty-six (36) months after the effective date of the layoff.

Section 35.4 Notice of Recall. Notice of Recall shall be sent to the employee by certified or registered mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 35.5 Response to Recall. The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notices in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 35.6 Part-time Employees. In the event that the Employer determines that there is a need for part-time employees in the same classification as laid off employees, qualified laid off employees may apply and receive preference for such part-time positions provided that such application is received by the Employer within five (5) calendar days of the mailing of notice of the availability of such part-time positions. Employees electing to accept such a part-time position shall be paid in accordance with the salary schedule established for such position.

ARTICLE 36
SHIFT EXCHANGE

Section 36.1 Bargaining unit members shall be permitted to exchange shifts and/or days off so long as such shift and/or days off exchange does not create overtime liability or any other additional cost to the employer. Members requesting a shift and/or day off exchange must notify the supervisor at least twenty-four (24) hours in advance and receive the supervisor's approval prior to any exchange between the bargaining unit members. In emergency circumstances, a member may notify the supervisor prior to the beginning of his/her shift of an intended exchange. Any member that exchanges a shift and/or day off is responsible for working his/her regular shift should complications occur and if the other member fails to appear to work.

ARTICLE 37
INCENTIVE PROGRAMS

Section 37.1 Tuition Reimbursement. The City of Fairlawn will reimburse full-time Communications Specialists for job-related, pre-approved coursework for which a Communications Specialist receives a "C" or better final grade in accordance with the provisions of this Article.

Section 37.2 Coursework Qualifying for Reimbursement. Full-time Communications Specialists will be reimbursed for a job-related graduate, undergraduate, secondary or vocational school course of study, at an accredited institution which is approved by the Chief of Police and the Director of Finance before the period of study for the course begins.

Section 37.3 Payment of Qualifying Coursework. A full-time Communications Specialist who achieves a "C" or better final grade in a pre-approved qualifying course shall receive reimbursement for tuition and required textbook costs as follows: 100 percent for an "A", 90 percent for a "B" and 80 percent for a "C".

Section 37.4 Deputy Clerk of Court/LEADS Stipend. Bargaining unit employees who meet the eligibility requirements in this Section shall receive a lump sum payment of One Thousand Dollars (\$1,000.00). The payments will be made once each year of this Agreement in the first pay period following the employee's anniversary date. To be eligible, the employee must have: (a) completed at least one year of full-time service as an employee with the Fairlawn Communications Department; (b) been employed in active pay status and not on a leave of absence as of the payment date; (c) submitted proof to the Police Chief or his designee of possessing valid, current sworn appointments as Deputy Clerk of Court with the Akron Municipal Court; and (d) been fully LEADS certified. No portion of the stipend will be paid if the employee lacks either the Deputy Clerk of Court appointment or full LEADS certification.

Section 37.5. Members who are required to train other full-time Communications Specialists shall be paid one additional hour at the member's overtime rate for each shift of training. The employee shall be entitled to either be paid for such time or elect to be granted one and one-half hours of compensatory time.

ARTICLE 38
INJURY LEAVE

Section 38.1 When an employee is injured in the line of duty while actually working for the Employer, he/she shall be eligible for a paid leave not to exceed three (3) calendar months, providing he/she files for Workers' Compensation and signs a waiver, assigning to the Employer those sums of money (temporary total benefits) the employee would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he/she receives benefits under this Article.

Section 38.2 The employee shall provide a physician's statement to the City's Safety Director, certifying that the employee is unable to perform his/her work duties due to the injury sustained while in the line of duty. The Safety Director then has the express right to approve or not approve such injury leave. However, the Safety Director shall not unreasonably withhold such approval.

Section 38.3 An employee who is absent because of an injury/illness may return to work (providing the treating physician permits such return) to a light duty status (providing light duty exists) and working for his/her regular rate of pay. The decision for light duty status shall be made by the Mayor/Safety Director.

ARTICLE 39
PROBATIONARY PERIOD

Section 39.1 All employees shall be required to complete a probationary period of one (1) year from their date of appointment. No appointment is final until the employee has satisfactorily served his or her probationary period. Probationary employees may be assigned to work any shift and/or work schedule. Probationary employees are employees at-will and are subject to disciplinary action, including but not limited to, termination without recourse at any time during their probationary period. Probationary employees shall not have the right to avail themselves of the grievance and arbitration procedure in this Agreement for appeal of disciplinary action.

ARTICLE 40
SUSPENSION IN CASE OF EMERGENCY

Section 40.1 Waiver. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Executive of the County of Summit, or the Mayor of the City of Fairlawn, or their designees, resulting from acts of God, civil disorder, or otherwise, the terms and conditions of this Agreement may, in the discretion of the Mayor, be automatically suspended.

Section 40.2 Termination of Emergency. Upon the termination of the emergency, valid grievances existing prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

ARTICLE 41
DURATION OF AGREEMENT

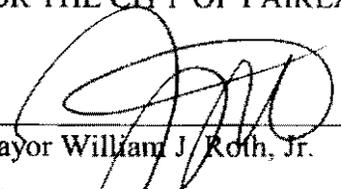
Section 41.1 Duration of Agreement. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect through midnight, December 31, 2016. Irrespective of any other provision of this Article, the parties shall reopen negotiations solely on the subjects of Wages, Article 28, and Insurances, Article 30, to be effective for year 2016. This Agreement shall not be reopened for any other matter. A notice to negotiate for such reopener shall be filed by either party with the State Employment Relations Board no earlier than August 1st and no later than October 31st of 2015. These negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except that Section 4117.14(G)(11) of the Ohio Revised Code shall not apply and is expressly waived.

Section 41.2 Notice of Negotiate. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by regular mail and/or email. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notice.

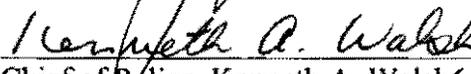
Section 41.3 Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the parties.

Section 41.4 Signatures signed and dated at Fairlawn, Ohio on this 18th day of June, 2014.

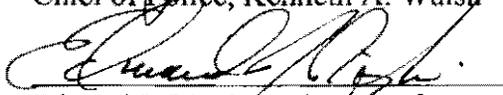
FOR THE CITY OF FAIRLAWN:



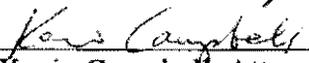
Mayor William J. Roth, Jr.



Chief of Police, Kenneth A. Walsh

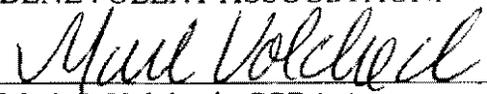


Edward J. Riegler, Director of Law

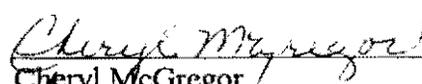


Kevin Campbell, Attorney at Law

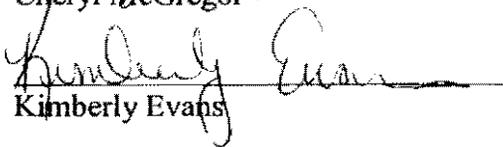
FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:



Mark J. Volcheck, OPBA Attorney



Cheryl McGregor



Kimberly Evans