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CONTRACT

BETWEEN

City of Twinsburg



and

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Sergeants)

O.P.B.A.

2014 - 2016

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ARTICLE I
PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of Twinsburg, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association (Sergeants), hereinafter referred to as the "Union".

ARTICLE 2
PURPOSE AND INTENT

Section 2. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the citizens of the City of Twinsburg, 4) to avoid interruption or interference with the efficient operation of the Employer's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. 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: 1) hire, discharge, transfer, assign, evaluate, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work selection, retention and promotion of employees; 7) determine the making of technological alterations by revising either process or equipment, or both; 8) determine work standards and the quality and quantity of work to be produced; 9) select and locate building and other facilities; 10) establish, expand, transfer and/or consolidate work processes and facilities.

Section 2. In addition, 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 the Employer has not specifically abridged, deleted, granted or modified by

the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 EMPLOYEE RIGHTS

- Section 1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations except routine inquiries by supervisors into operational matters.
- Section 2. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.
- Section 3. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.
- Section 4. An employee will be informed in writing of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.
- Section 5. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Items which are no longer effective, or documents regarding investigations of which an employee is not disciplined in any manner, or where issued discipline is reversed or otherwise vacated shall not be kept in the personnel file, but shall be placed in a separate file not related to the personnel file.
- Section 6. Complaints by civilians shall be processed in accordance with the Department's current Civilian Complaint Policy, which is currently numbered 069 or any subsequent mutually agreed substitute policy.
- Section 7. Employee personnel files shall be maintained and accessed in accordance with applicable laws.

Section 8. No records of disciplinary action which are more than two years old, or oral reprimands more than nine months old shall be used by the Employer for the purpose of progressive discipline. Records, if any, of oral reprimands are not to be kept in the employee personnel file.

Section 9. An employee may only be required to submit to a polygraph examination or other truth detection device where the employee has already been charged with misconduct of such seriousness that the employee may be discharged if such charges are proven. The examiner shall focus his questioning on the specific incident or events leading to the charges and shall in no way be used to uncover unrelated acts of misconduct. The results of the examination alone shall not be used to prove the factual basis for the charges. The results of the examination shall not be determinative of the employee's guilt. Such results shall only be presented as supporting and not as conclusive evidence that the employee engaged in the misconduct with providing false statements or failure to cooperate in an investigation if he fails an examination.

ARTICLE 5

ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment to represent another bargaining unit employee in formal investigations where the employee reasonably believes he could be disciplined; in a grievance, arbitration or disciplinary meetings, or attend meetings with the Employer regarding labor-management issues or bargaining sessions. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances during the representative's scheduled working hours and at any meetings at which the Employer requests a representative to be present. The processing of grievances shall not include the investigation of grievances.

Section 2. Section 2. Upon reasonable advance notice, the Union Director(s) shall be granted up to thirty-three (33) hours each calendar year to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, legal proceedings, official Union business and activities related to grievance procedures without loss of pay, providing verification in advance to the Chief by the Union Director(s) and provided further that no overtime or additional cost is required to be paid by the Employer for this accommodation, unless approved in advance by the Chief or designee. It

is further understood that the thirty-three (33) hours will be the total number of hours of release time for Union functions for all individuals in the Police Department regardless of whether they are members of this bargaining unit.

ARTICLE 6
RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by Chapter 4117 of the Ohio Revised Code, for all full-time employees employed and occupying the position of Sergeants excluding all part-time, seasonal, temporary and probationary employees. All other employees of the employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

Section 2. The OPBA will be allowed one (1) locked bulletin board for official OPBA notices. The bulletin board will be located in the squad room. The OPBA will be the sole holders of the keys to the board. Any materials placed on the bulletin board, shall be signed by the representative of the OPBA, and a copy is to be provided to the employer at the time of posting. No materials of a derogatory, distasteful, or political nature shall be posted.

ARTICLE 7
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

Section 2. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to presentation between members and non-members.

Section 3. Where there is an alleged violation of the provision of Section 1 of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall be appealable through the grievance procedure contained in this Agreement up to and including the final step-4 but not arbitration. The Employer, the employees and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

ARTICLE 8
DUES DEDUCTIONS

- Section 1. During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.
- Section 2. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.
- Section 3. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.
- Section 4. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.
- Section 5. The City shall be relieved of its obligation to deduct dues from employees upon 1) termination of employment, 2) layoff, 3) leave of absence without pay, 4) revocation of the dues deduction authorization.

ARTICLE 9
NO-STRIKE

- Section 1. The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow-down, walkout, work stoppage, or other concerted interference with, or the withholding of services from the Employer.
- Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities, which are the basis of health, and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and obtain immediate injunctive relief or any other recourse or remedy provided by law.

Section 4. It is further agreed that any violation of the above shall be sufficient grounds for immediate disciplinary action, including discharge, as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

Section 5. The Employer agrees that it shall not lock out bargaining unit members for the duration of this Agreement.

ARTICLE 10 CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling the reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provisions thereof had not been included herein.

ARTICLE 11 TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices, previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer upon fourteen (14) days advance written notice to the Union.

ARTICLE 12
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

ARTICLE 13
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 14
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section not affect any interpretation of any article or section.

ARTICLE 15
LEGISLATIVE APPROVAL

Section 1. In the event the parties mutually agree to modify or add any provision to this negotiated Agreement that requires legislative approval, such modification or addition shall be submitted to the legislative body within fourteen (14) days or as soon as possible thereafter.

ARTICLE 16
DUTY HOURS

- Section 1. The regular work period for all employees of the Employer covered by this Agreement shall be seven (7) days.
- Section 2. For officers assigned to Patrol Division, twelve (12) hour shifts will be assigned. The eight (8) hour shift day and times shall be awarded by seniority preference.
- Section 3. Twelve (12) hour shifts for day shift officers will be from 7:00 AM to 7:00 PM. Twelve (12) hour shifts for night shift officers will be from 7:00 PM to 7:00 AM. Eight (8) hour shifts for day shift officers shall be from 6:00 AM to 2:00 PM. Eight (8) hour shifts for night shift officers shall be from 6:00 PM to 2:00 AM.
- Section 4. In Patrol Division, management may fill schedule vacancies due to illness, injury, termination, reassignment or promotion through a change in an employee's schedule with a minimum of fourteen (14) days' notice to the affected employee(s).
- Section 5. In the event that a sick call is made that brings a patrol team below minimum staffing levels, every effort shall be made to contact an off-duty officer from a non-working alternate shift. Unless unusual circumstances dictate otherwise, no officer shall work beyond a twelve (12) hour day. No one shall be permitted to work beyond sixteen (16) hours unless a critical situation has occurred necessitating such action.
- Section 6. Management reserves the right to schedule special police details or establish work schedules and duty hours for the Detective Bureau, Traffic Enforcement Unit, School Resource Officers and the DARE Officer.

ARTICLE 17
MANPOWER AND STAFFING

- Section 1. All transporting of prisoners will be done with a minimum of two police officers, except when transporting to, from, or between the following communities of Twinsburg Township, Solon, Macedonia, Oakwood, Reminderville, Glenwillow, Hudson, Aurora, Sagamore Hills, Stow Municipal Court, Northfield Village, Glenwood or Summit County jail in which case one officer may transport. In the event the transport vehicle fails to possess a safety partition, a minimum of two police officers shall transport regardless of whether the transport takes place with one of the above listed communities. In the event that the wanted person has a warrant for a felony crime, or a crime of violence, or has a history of escape, or assaulting a peace officer, a minimum of two police officers

shall transport regardless of whether the transport takes place with one of the above-listed communities.

Section 2. A minimum of four police officers, of which no more than one will be part-time, will be scheduled. In the event the City institutes fixed shifts, it shall meet with the Union to discuss the assignment of employees to such shifts.

Section 3. Sergeants who are assigned to patrol teams may choose their patrol team shift assignment by seniority for the following calendar year. Management will evaluate and adjust as necessary assignments to patrol teams annually.

ARTICLE 18 **WAGES**

Section 1.

	Probationary Rate	Non-Probationary Rate
4/1/14-12/31/14	\$36.88	\$38.58
1/1/15-12/31/15	\$37.99	\$39.73
1/1/16-12/31/16	\$39.13	\$40.92

Section 2. An employee assigned as a Field Training Officer shall receive \$3.00 per hour, in addition to his regular pay and any applicable shift differential, for each hour the officer works as Field Training Officer. A Sergeant who supervises an employee assigned as a Field Training Officer shall receive \$1.00 per hour, in addition to his regular pay and any applicable shift differential, for each hour the sergeant works supervising an FTO.

Section 3. An employee performing the duties, as an instructor for the Twinsburg Police Department shall receive \$3.00 per hour in addition to his regular pay, including any applicable shift differential, for each hour the employee works as an instructor. The employee must possess OPOTC instructor certification in order to be compensated.

Section 4. An employee required to work any period spanning two shifts shall be paid at the rate of pay in effect for the hours worked, including shift differential.

Section 5. An employee's contribution to the Police and Firemen's Disability Pension Fund will be deducted from the employee's gross, rather than net pay.

Section 6. SWAT members shall receive hazardous duty pay in the amount of three hundred dollars (\$300.00) paid in August of each year.

Section 7. Employees hired before April 1, 2014 are eligible for education pay based upon the level of educational attainment as follows: Associate's Degree, \$500; Bachelor's Degree, \$750; Master's Degree, \$1,250. Such educational pay shall be converted to an hourly rate for purposes of payment. Employees hired on or after April 1, 2014 shall be eligible for a one-time education bonus for degrees earned in the amount as provided for by City ordinance.

Section 8. Rates of pay for off duty work scheduled through the Twinsburg Police Department will be generally consistent with the top pay of patrol officer plus shift differential.

Section 9. Employees assigned to the Detective Bureau shall receive an additional fifty dollars (\$50) per month stipend for those months assigned as the Detective Sergeant to the Detective Bureau.

ARTICLE 19
LONGEVITY

Section 1. All full-time employees shall receive, in addition to their regular compensation, a longevity allowance, which shall be converted to and added to the employee's hourly rate, from payroll accounts based upon the employee's length of service with the City, and payable beginning on the pay period following the employee's anniversary date in the year of such accrued service, as provided herein:

LENGTH OF SERVICE TIME	LONGEVITY ALLOWANCE
Less than 6 years	\$-0-
6 years but less than 7 years	\$594
7 years but less than 8 years	\$702
8 years but less than 9 years	\$810
9 years but less than 10 years	\$918
10 years but less than 11 years	\$1,026
11 years but less than 12 years	\$1,134
12 years but less than 13 years	\$1,242
13 years but less than 14 years	\$1,350
14 years but less than 15 years	\$1,458
15 years but less than 16 years	\$1,566
16 years but less than 17 years	\$1,674
17 years but less than 18 years	\$1,782
18 years but less than 19 years	\$1,890

19 years but less than 20 years	\$1,998
20 years or longer	\$2,106

Section 2. . Overtime shall continue to be calculated at the hourly rate including Longevity.

ARTICLE 20
OVERTIME PAY AND COURT TIME

Section 1. All employees shall be compensated at the overtime rate for all hours in paid status except sick leave in excess of their regularly scheduled shift. This sick leave exclusion shall not apply to officers who the Department scheduled for overtime after the sick leave occurrence, or who has his schedule changed by the Department to work on his day off after the sick leave occurrence. Any time worked in excess of the employee's regular schedule shall be approved of by the Chief of Police or his designee.

Section 2. Employees shall have the option of receiving overtime either in cash or as compensatory time. Any compensatory time accumulated, at the employee's request, shall be paid out up to four (4) times per calendar year at the employee's choice in accordance with the City's procedures. However, compensatory time shall not accrue beyond two hundred forty (240) hours, and may be scheduled as time off, in fifteen (15) minute increments, with the advance written approval of the Chief of Police. The use of compensatory time for FLSA over-time shall be governed by the rules established by the parties.

Section 3. Employees called in for work at times not contiguous with their regular shift, or on a day they are not scheduled for duty, shall receive the greater of three (3) hours pay at overtime rate, or hours actually worked at overtime rate. Employees who are called to work within sixty (60) minutes prior to starting their regular shift shall be paid for time actually worked. Overtime scheduled at the end of a shift shall be compensated at overtime rate for time actually worked. For purposes of this Section, an employee shall not be considered "called back" if he has not yet left City premises or has not yet been dropped of at their residence.

Section 4. Employees required to attend the firing range or firearms related training while off-duty shall receive the greater of two (2) hours pay at overtime rate or time actually spent at overtime rate. Compensated time shall not include travel time to and/or from the employee's home.

Section 5. Employees appearing in court on behalf of the employer shall receive the greater of four (4) hours pay at overtime rate or time actually spent at

overtime rate unless the court appearance is scheduled to fall within sixty (60) minutes of a regularly scheduled shift. Where the court appearance is scheduled to commence within sixty (60) minutes of a regularly scheduled shift, the employee shall receive the greater of two (2) hours pay at overtime rate of time actually spent at overtime rate. Time spent in transportation of prisoners shall be included in the time worked. If an employee has multiple court appearances on a particular day in the same venue that are separated by more than three hours, the employee shall be entitled to separate court pay for those appearances on a particular day in the same venue that are separated by more than three hours, the employee shall be entitled to separate court pay for those appearances that are separated by more than three hours.

Section 6. Overtime rate is defined as the employee's regular hourly rate plus all applicable shift differential multiplied by 1.5. There shall be no pyramiding of overtime, that is, only one premium may apply to any time worked.

Section 7. The Officer designated as K-9 Officer shall be entitled to eight (8) hours of release time per fourteen (14) day pay period to care for the K-9. Such release time shall not be given for any period in which the Officer is not caring for a K-9.

Section 8. Employees shall receive three (3) hours pay at the overtime rate for completing the yearly blood alcohol certification. These premiums shall not apply if the tests are completed during the employee's shift.

ARTICLE 21 HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Veterans' Day	Martin Luther King Jr. Day

Employees are credited with holidays on January 1 of each year, but are not earned until the actual holiday occurs. Employees may "borrow" the time off if used prior to the time the actual holiday occurs. Employees who have "borrowed" holiday time and leave employment with the City prior to the holiday occurring must repay the City for the time taken but not earned. Employees who become a member of the bargaining unit during the year are credited with holidays which are yet to occur in the year.

Section 2. When a holiday is observed, each employee will be granted an additional day (eight hours) of holiday time, regardless of whether they are required to work on the holiday, whether it may be their regularly scheduled day off or if the holiday falls upon vacation absence. An employee may elect to be paid for eight hours of straight time in lieu of electing to take compensatory time off. However, all employees who actually worked a shift during which a majority of hours fall on one of the days listed as Holidays in Section 1, above shall be paid time and a half for all hours worked on that holiday and shall be granted eight (8) hours of holiday time. An employee who works overtime on any Holiday shall be paid two and one-quarter (2 1/4) times their regular rate for those hours.

Section 3. Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the immediate supervisor as to when they may be taken. A holiday need not have accrued prior to it being scheduled for use.

Section 4. Each employee shall be permitted to use, at the employee's discretion, ninety-six (96) hours of holiday time per year (other wise known as "Preferred Holiday") at anytime he wishes provided that no more than one employee per shift has requested use of such time and the day requested does not fall on a holiday or Twins Day. Preferred holidays may be scheduled immediately abutting vacation days and may be scheduled one (1) year in advance with the approval of the immediate supervisor. If a preferred holiday is not required 28 days in advance of it being used, such preferred holiday shall convert to a normal holiday.

Section 5. If a request for a preferred holiday is received five (5) or more days before the requested time off is to be taken, the officer will be guaranteed the time off. Management will be responsible for filling the shift, if required, with overtime. Management will first post a voluntary list for officers to sign up. If the shift is not filled twenty-four (24) hours before the start of the shift, then management will order officers to fill those shifts.

If a request for a preferred holiday is received less than five (5) days before the time off is to be taken, the officer requesting the time off will be responsible for filling the shift with overtime, if required. If the officer is unable to fill the shift then he may not have the requested time off. This only applies if by taking the preferred holiday the shift will fall below minimum manpower.

Section 6. Holiday time may be taken in fifteen (15) minute increments with approval of the immediate supervisor.

Section 7. Once holiday time is approved, it may not be changed by management. An employee may cancel an approved holiday up to three (3) times per calendar year by notifying a supervisor within ninety-six (96) hours of the scheduled holiday. Management shall maintain a record of the holiday cancellations.

Section 8. The City may deduct holiday time, or other earned time, if an employee exhausts his accrued sick leave and is still unable to return to work subject to Article 28, Family Leave.

Section 9. In order to receive pay or compensatory time off for the holiday, an employee must actually work his last scheduled shift immediately prior to the holiday and the first scheduled shift thereafter, unless his absence is approved by the Chief of Police.

Section 10. Employees in the Detective Bureau will be permitted to work on any of the Holidays listed in Section 1, above.

ARTICLE 22 **VACATIONS**

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
One (1) year	Eighty (80)
Five (5) years	One hundred twenty (120)
Ten (10) years	One hundred sixty (160)
Twenty (20) years	Two hundred (200)

Section 2. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. There shall be no pro-ration of vacation time.

Section 3. Vacation time shall be taken at a time approved of by the Chief of Police or designee.

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 5. Any employee who is deceased, quits or retires and has unused vacation time shall receive such vacation time. However, if an employee is terminated for reasons of fraud or dishonesty, the Mayor, in his sole discretion, may refuse benefits accruing under this section.

- Section 6. An employee may elect to carry-over from one year to another year a maximum of eighty hours of vacation time. Any carry-over must be used within ninety (90) days of the employee's anniversary date.
- Section 7. Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer.
- Section 8. Absence due to sickness, injury or disability in excess of that hereinafter authorized for such purpose at the request of the employee, and with the approval of the Chief of Police, may be charged against vacation leave.
- Section 9. Up to ten (10) vacation days may be taken in individual days at the employee's discretion, with the approval of the immediate supervisor.
- Section 10. Each employee shall be permitted to use, at the employee's discretion, thirty-two (32) hours of vacation time per year at any time he/she wishes provided that no more than one employee per shift has requested use of such time, it will result in no more than two (2) officers using any type of vacation on the same shift, the day requested does not fall on a holiday or Twins Day, and the employee must find his/her own replacement. If the employee does not find his/her replacement, the time off will not be granted.

ARTICLE 23 **SICK LEAVE**

- Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness, or injury in the employee's immediate family; and/or 4) medical, dental or optical consultation or treatment of an employee. Sick leave will be approved for an immediate family member only where the presence of the employee is required to care for such family member.

An employee may not substitute sick leave for vacation, compensatory time, or holiday time once he has been approved for such vacation, compensatory time, or holiday time except in instances where the employee's absence is for a FMLA qualifying reason excluding an intermittent FMLA leave.

- Section 2. All employees shall earn sick leave at the rate of one and one-quarter days per month of service and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than one-hundred twenty (120) hours in any calendar year.

- Section 3. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent.
- Section 4. Sick leave may be used in segments of not less than fifteen (15) minutes.
- Section 5. Before an absence may be charged against accumulated sick leave, the Chief of Police may require such proof of illness or injury, as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief of Police and paid by the Employer. In any event, an employee absent for more than three tours of duty must supply a physician's report to be eligible for paid sick leave.
- Section 6. If an employer, fails to submit adequate proof of illness or injury upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief of Police, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay.
- Section 7. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- Section 8. The Chief of Police may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.
- Section 9. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parent, grandparent, grandparent-in-law, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson and stepdaughter.
- Section 10. Sick leave that has been accumulated shall be payable in a lump sum to an employee upon his retirement, death or disability, except as otherwise provided herein. Only sick leave earned in service with the City may be converted into cash benefit upon retirement or death, except that any full-time employees hired prior to January 1, 1996, who have transferred sick leave accumulations and credits may apply the same to the lump sum payment upon retirement, death or disability. Transferring employees who came into this City after January 1, 1975, shall receive accumulated sick leave credits from other public service only for the reasons set forth in Section I and not for purposes of a lump sum payment upon retirement, death or disability. Any employee who does not lawfully retire or qualify for death benefits while in full-time employ with this City or who terminates his employment with this City, voluntarily or for cause, or who transfers employment elsewhere shall not be eligible to convert any sick leave

accumulations in cash payments. However, sick leave conversion benefits shall not be payable under the following circumstances: the employee has voluntarily terminated his service with the City, the employee was dismissed from the City, at least thirty (30) days notice of retirement is not given to the City in writing, to former employees not on a bona fide retirement from the City.

Section 11. In the event of the death of a full-time employee, all of the remaining benefits hereunder shall be paid first directly to his surviving spouse or if there is none, then to his estate as a lump sum, single payment. The last effective pay rate of the employee shall be applied to all benefits herein.

Section 12. A permanent disability of fifty percent or more, recognized by the State of Ohio Industrial Commission, State Police Pension Board or competent physicians of both the City and the employee shall qualify a full-time employee for a lump sum payment of accumulated sick leave when such employee separates from service with the City by reason of disability. To qualify for a lump sum payment upon retirement, the retirement must be established and recognized by the Ohio Public Employee's Retirement System or an appropriate Police and Firemen's Pension Plan and program of this State for full-time employees.

Section 13. A bargaining unit member who severs employment and retires under an Ohio public employee retirement plan, and who has at least five (5) years of continuous service with the City of Twinsburg shall be entitled to receive a cash payment for his/her unused sick leave. One-half of the sick leave hours to the employee's credit shall be paid at employee's last base straight time hourly rate, to a maximum of one thousand, four hundred forty hours (1,440) hours pay. Such election shall eliminate the employee's entire sick leave balance. Each employee may elect sick leave conversion only once in his/her employment with the City.

ARTICLE 24 JURY DUTY LEAVE

Section 1. Any employee who is called for jury duty, either Federal, county or Municipal, shall be paid his or her regular salary, but shall sign over to the City any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. The employee shall notify his immediate supervisor as soon as possible following receipt of notice of jury duty. If jury duty falls within an employee's regular work shift and he is released from jury duty prior to the end of his shift, he shall be required to return to work following jury duty if it is reasonable to do so.

Section 2. Officers assigned to the night shift (1900 hours to 0700 hours and/or 1800 hours to 0200 hours) shall be temporarily assigned to the day shift, Monday through Friday, during bona fide (actual) jury service, subject to the operational and scheduling needs of the City.

ARTICLE 25

PERSONAL LEAVE

- Section 1. All non-probationary employees shall, in addition to all other leave benefits, be granted personal leave of sixteen (16) hours each year which is to be taken within the year earned. Such leave may be taken in increments of fifteen (15) minutes.
- Section 2. Personal days shall only be taken with the advance approval of the immediate supervisor.
- Section 3. All new employees, after six months in their first year of service, shall be granted personal leave of sixteen (16) hours, which is to be taken by December 31, of the current year. Such leave may be taken in increments of fifteen (15) minutes.

ARTICLE 26 COMPASSIONATE LEAVE

- Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of bereavement or attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of four (4) work days per occurrence for the immediate family as defined in Section 9 of Article 23 of this Agreement. If an employee needs additional time, he may request holiday time, compensatory time, vacation, personal leave or leave without pay.

ARTICLE, 27 INJURY LEAVE

- Section 1. When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) working days, providing he files for Workers' Compensation and signs a waiver assigning to the Employer (temporary total benefits) he would ordinarily receive at his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.
- Section 2. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.
- Section 3. When an employee is injured, he may be eligible to return to work on light duty, if available, anywhere in the City, with documentation from a physician attesting to the fact that the employee is capable of satisfactorily performing light duty. The employee on light duty shall be compensated at his regular rate of pay while performing light duty work. The City reserves

the right to require an employee to submit to a medical examination from a physician designated by the City, at the City's expense, prior to placing an employee on injury leave.

ARTICLE 28 FAMILY LEAVE

Section 1. Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

Section 2. The Employer may require an employee to use accrued vacation, holiday time, or accumulated sick leave, if the reason qualifies under the Family Medical Leave Act, which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time for a combined total of eighty (80) hours under this Article.

Section 3. Up to ten (10) consecutive workdays of sick leave may be used by a member of the bargaining unit immediately following the birth of his/her child, the adoption of a child, or the taking of a child into foster care. Such time shall be counted toward any FML entitlement.

ARTICLE 29 SHIFT DIFFERENTIAL

Section 1. Employees required to work between the hours of 3:00 PM and 11:00 PM will be compensated \$1.99 per hour in addition to their base hourly rate. Employees required to work between the hours of 11:00 PM and 7:00 AM will be compensated, in addition to their base hourly rate, an additional \$3.97 per hour.

Section 2. The above shift differentials shall also apply where an employee normally scheduled for afternoon or midnight at the time they take any time off (i.e. compensatory time, vacation pay, holiday pay, injury leave, etc.) but excluding sick leave.

ARTICLE 30 EDUCATIONAL REIMBURSEMENT

Section 1. Employees who wish to further their education are encouraged to do so. Each year, employees who complete a class or classes at an accredited college or university with a grade of 'C' or better shall be reimbursed the cost of tuition and required books or other materials, up to a maximum reimbursement of \$4,000 per academic (Sept-Aug) year, in accordance with the City's tuition and reimbursement procedure.

Section 2. Proof of completion shall be made by submitting either a transcript or grade report card from the school.

Section 3. Classes taken at an institution not described in Section 1, above, shall be eligible for the same level of reimbursement only if prior approval is obtained from management.

ARTICLE 31 UNIFORM ALLOWANCE

Section 1. Upon completion of one year of service, employees shall become eligible to receive a uniform allowance of \$1000 payable in January of each year for the purchase of uniforms and duty-related items not provided by the City. Any employee who quits or resigns with the Police Department after receiving such uniform allowance shall reimburse the City the pro-rated amount.

Section 2. All non-probationary employees shall be provided with body armor upon execution of this Agreement, if they do not have body armor at that time. The expense for this item shall be borne by the employer. The employer shall replace body armor as is required to maintain its safety effectiveness.

Section 3. An employee upon initial assignment to the Detective Bureau shall receive a one time cash payment equivalent to the amount in Section 1 above in addition to his regular yearly uniform allowance.

Section 4. In the event the City requires any new uniform item that was previously not required and the cost of such item exceeds one-hundred dollars (\$100), the City shall provide the newly required uniform item at no cost to the employee. For example, the City shall provide bargaining unit employees a winter duty coat in or about January, 1998, the cost of which shall not be deducted from employees' uniform allowance.

ARTICLE 32 HEALTH CARE AND INSURANCE

Section 1. Throughout the term of this Agreement the City shall offer the same health insurance options and level of benefits for the bargaining unit that are offered to other employees of the City. Employees may select single or family coverage, based on their eligibility.

Section 2. The parties agree that the current employee contributions for the health care offerings shall remain in effect until March 1, 2015; effective March 1, 2015 the employee shall pay fourteen percent (14%) of the COBRA rate for the lowest deductible plan and ten percent (10%) of the COBRA rate for all other non-HSA offerings, including Prescription Drug coverage, offered by the Employer through payroll deduction.

Effective March 1, 2016 the Employer shall offer at least one PPO Plan and the Employee shall pay ten percent (10%) of the COBRA rate for the PPO Plan, including prescription drug coverage, offered by the Employer through payroll deductions for the duration of this Agreement.

Also effective March 1, 2015, and throughout the term of this Agreement, the City shall offer a "High Deductible Health Plan" (HDHP). The City shall make an annual contribution, by March 1, 2015, of no less than \$1,000 to the HSA account for those employees choosing a family coverage HSA health care option and \$500 to the HSA account for those employees choosing a single coverage HSA health care option. Annually during the open enrollment period, employees will be permitted to cash out accrued sick time at 100% of the employees hourly wage in an amount equal to the maximum deductible of the HSA selected by the Employee less the City contribution. The City shall only increase the current maximum deductible for the HDHP in an amount as required by the I.R.S. However, should the deductible increase as contemplated herein, the City shall not be obligated to increase its annual contribution to employees set forth above.

Section 3. The employer shall pay 100% of vision and dental coverage, including orthodontia, for the duration of this Agreement.

Section 4. For purposes of health care insurance, the employee's immediate family shall include: his/her spouse and all unmarried dependent children to age twenty six (26). Additional persons may be added provided no additional costs are incurred by the Employer over and above "standard" family rates and to the extent permitted by the carrier.

Section 5. Any substantial changes in the health plan coverage shall only be made at the start of a plan year. Should the Employer wish to substantially change the coverage or plan design, the Employer will provide thirty (30) days' notice to the Union prior to the change becoming effective, and offer an opportunity to negotiate over the change.

Section 6. Health care insurance under other medical care entities and their plan may be offered to employees by the Employer. Employees shall have the option of enrolling in such plan on a voluntary basis. Members of the Bargaining Unit hired prior to April 1, 2014 are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-Out" amount shall be thirty percent (30%) of the Non-HSA option premium (Family or Single) for which the employee would otherwise be eligible. Employees hired on or after April 1, 2014 of this Agreement shall be entitled to the amount provided for by City Ordinance for non-bargaining unit employees of the City

Section 7. Employees shall be eligible for all health benefits as of the first day of the month following the commencement of their employment.

Section 8. Each employee shall be provided a term life insurance policy in the amount of Seventy-five Thousand Dollars \$75,000.

Section 9. The OPBA shall have representation on the City's Insurance Cost Containment Committee (hereafter the "Committee"). The Committee's voting members

shall consist of one representative from each bargaining unit within the City; non-union employees designated by the Administration in an amount equal to the number of bargaining units within the City ; and the Mayor (hereafter collectively the "Membership"). The Committee's mission shall be to seek ways to implement cost containment, to evaluate the current plans and explore options to continue to provide quality health care choices to the City's employees while maintaining or reducing cost. The Committee's recommendations shall be advisory. Any recommendations of the Committee shall be afforded the greatest consideration by the City prior to making its ultimate decision.

The Committee shall annually elect a Chairperson, Vice-Chairperson and Secretary from its members who shall schedule meetings and set agendas. The Employer shall facilitate the Committee and make its health care representative reasonably available at its meetings as the Committee may deem appropriate. The Employer shall also provide the Committee information the Committee reasonably considers necessary to carry out its functions. Additionally, the Committee shall provide its written recommendation(s) to the City on or before November 1 each year with respect to the next plan year.

Section 10. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such examination occurs subsequent to the employee's shift.

Section 11. Each employee in the bargaining unit shall be granted an individual membership to the City's Fitness Center.

ARTICLE 33 **DRUG TESTING**

Section 1. The City's drug and alcohol policy pertaining to safety sensitive employees shall be applicable to employees covered by this Agreement. The City shall specify a "five panel" drug test.

ARTICLE 34 **OFF-DUTY WORK**

Section 1. Officers employed in the Division of Police may engage in separate and supplemental work duties, not under the auspices of the City, during off-duty hours, provided that the following terms and conditions of such supplemental and additional employment are met:

- (1) Written notification to the Chief of Police is necessary. However, no such employment shall be permitted in taverns, nightclubs, lounges or bars.

- (2) That no equipment, firearms, uniforms or other paraphernalia of the City shall be utilized except when such work is scheduled by the department and approved by the Chief.
- (3) That all such work shall be done outside of the direction or control of the Chief of Police of the City as an independent contractor and upon the initiative and voluntary election of each police officer involved who wishes to supplement his income with supplemental employment, whether within the general area of security of police work or in an entirely unrelated field.
- (5) That in no event shall any of such hours be regarded for either straight time or overtime purposes as being employed under the auspices, control or super-vision of the City as the employer.
- (6) That, while it shall not be a mandatory directive, each police officer shall be requested by City officials to attempt to cover civic or Board of Education events within the corporate limits before accepting other supplementary work should such civic need arise.

ARTICLE 35 **BORROWED AND TRADED TIME**

Section 1. Employees may be permitted to borrow time in increments of at least one (1) hour but not more than seven (7) hours for foreseeable events which shall not include covering for tardiness. In order to borrow time, the employee must: 1) find another qualified employee willing to cover the period for which the employee is requesting borrowed time, 2) make a request to borrow time at least four (4) hours in advance. (Such request may be made initially by phone), 3) obtain approval (which may be verbal) of a supervisor on that shift (Denial of borrowed time is not grievable), and 4) timely complete the forms necessary to appropriately document the use of borrowed time.

Section 2. The use of borrowed time shall not be excessive nor shall it be used to cover for an employee's tardiness.

Section 3. Employees shall be permitted to trade time in increments of one (1) full shift consisting of the same number of hours. That is, an employee working a ten (10) hour shift may not trade shifts with an employee working eight (8) hour shifts. In order to be approved for trade time, an employee must: 1) find another qualified employee willing to cover the employee's shift, 2) make a formal written request, in advance, to trade time (Such request must be made on the form provided by the city), and 3) obtain prior written approval of the appropriate supervisor(s). (Generally, this requires approval of both of the Sergeants of the employees involved in the shift trade)

Section 4. Employees who work an additional shift for another employee during any work cycle as a result of a trade with another employee shall be paid their

straight time hourly rate (i.e. no overtime) for such additional shift. The employee whose shift was worked by another employee shall be paid for one less shift during that work cycle. For example, Employee A and Employee B agree to trade shifts. Employee A works an eight (8) hour shift for Employee B. Employee A receives payment for forty-eight (48) hours and Employee B receives thirty-two (32) hours of pay for that work cycle. However, when Employee B pays back the traded shift owed to Employee A, Employee B shall receive forty-eight (48) hours of pay at his straight time hourly rate and Employee A shall receive thirty-two (32) hours of pay during that work cycle.

Section 5. Employees who work, for example, thirty-two (32) or forty-eight (48) hours in a work cycle as a result of a shift trade shall be considered to have worked forty (40) hours for purposes of overtime calculation. For example, an employee who trades shifts with another employee such that he only works thirty-two (32) hours in a work cycle shall be paid overtime for working an extra shift not resulting from a shift trade and provided he is otherwise eligible for overtime.

Section 6. The use of borrowed or trade time is a matter between bargaining unit employees. It shall be the responsibility of the employees involved in a borrowed or trade time transaction to arrange for the repayment of such time. The failure of an employee to pay back borrowed time shall not impose any obligations, financial or otherwise, upon the City. It is expressly agreed by the parties that employees' use of borrowed or trade time shall not result in any overtime obligations by the City.

Section 7. The parties shall agree to continue its practice of rounding time to the nearest one-quarter (1/4) of an hour for purposes of computing time worked by employees. For example, an employee who is late for seven minutes shall not be docked pay (although the employee shall still be considered tardy and subject to disciplinary action). Likewise, an employee who is authorized to work overtime and does so for eight minutes shall receive one-quarter (1/4) of an hour overtime. Employees may not save up time worked on several days in order to qualify for overtime payment.

ARTICLE 36 **TRAINING**

Section 1. Employees may request courses which the employee would like to attend. Such courses will be approved at the discretion of the Chief. However, this Section shall not preclude the Chief of Police from requiring the employee to take certain courses.

Section 2. An employee shall not have to reimburse the employer any money received as wages while attending any school and/or seminar within the first two (2) years or last year of his employment. An employee shall reimburse the employer the cost of any school and/or seminar which the employer requires an employee to attend within the first two (2) years of

date of hire, if the employee resigns from employment within two (2) years of being hired.

Section 3. If an officer has a scheduled eight (8) hour training/education day for which he is scheduled to work a shift other than eight (8) hours, that officer is required to make up the remaining scheduled hours within the payroll period in which it occurs, or proposes a reasonable alternative solution that is mutually acceptable to the employee and management. In addition, scheduled vacancies due to education or training may be filled by management with overtime or through a changing of schedules with mutual agreement by all affected employees and management.

Section 4. Any scheduled in-service training, which occurs outside the employee's regularly scheduled work day, will be compensated at the overtime rate.

Section 5. For training travel that is required or requested by management, and the employee is scheduled for an eight (8) hour day, the employee will be paid his straight time rate if the travel is beyond twenty-five (25) miles of the City limits or outside of Cuyahoga County. Employees will not be paid for off-duty training travel time when the one way mileage to the training site is within twenty-five (25) miles of the City limits or when the training site is anywhere in Cuyahoga County.

Section 6. For training travel that is not required or requested by management, the employee shall not be paid for travel time beyond the employee's scheduled shift.

Section 7. When management requires or requests an employee to travel to the Columbus area for training, the employee will be compensated at two and one-half (2.5) hours of straight time each way when the employee is scheduled for an eight (8) hour day. When management requires or requests an employee to travel to the Ohio Peace Officer Training Academy in London, Ohio for training, the employee will be compensated at three (3) hours of straight time each way when the employee is scheduled for an eight (8) hour day.

Section 8. When scheduled for an eight (8) hour day, employees will be paid overtime for class time that goes beyond eight (8) hours.

Section 9. Payment for travel time shall not be accrued as compensatory time.

ARTICLE 37
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ARTICLE 38
HIRING, PROMOTION, AND RETIREMENT

Section 1. All new hires into the department shall first have satisfied all of the Municipal Civil Service requirements as they are currently defined or as

they may be validly modified hereafter. The intent herein is not to define said requirements, but merely to assure that they are applied without exception.

Section 2. The parties shall continue to follow the rules and regulations of the Civil Service Commission on promotions.

Section 3. All classified positions above the rank of Sergeants shall be filled by promotion from within the department.

Section 4. Only employees with two (2) or more years of completed service as a Twinsburg Police Sergeant shall be eligible to take any competitive promotional examination. In the event that three (3) Sergeants do not have two (2) or more years of service, then all non-probationary sergeants shall be eligible to take any competitive promotional examination.

Section 5. Text and reference materials that may be used for studying purposes will be given to or made available to each employee taking the exam a minimum of sixty (60) calendar days prior to the examination.

Section 6. At the Mayor's discretion and upon regular retirement from the police department, an officer with fifteen (15) or more years of active service shall be permitted to retain his duty weapon.

ARTICLE 39 **LABOR-MANAGEMENT MEETINGS**

Section 1. In the interest of effective communication, either party may, at any time, request a Labor-Management Meeting by submitting a written request to the other party. The written request shall include a proposed agenda of items for discussion. A meeting shall be scheduled within ten (10) days of the date of the written request at a mutually agreeable time, but no more frequently than semi-annually, unless both parties agree to meet more frequently.

Labor-Management Meetings shall be attended by the Mayor or his/her designee and Police Chief and by no more than two (2) members of the bargaining unit. Other persons may attend these meetings upon the mutual agreements of the parties. These meetings shall not be regarded in any form as negotiation meetings.

Section 2. The purpose of such meetings shall be limited to:

- A. Discussing the administration of this Agreement;
- B. Discussing grievances which have not been processed the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminating general information of interest to the parties;

- D. Discussing ways to increase productivity and improve efficiency; and
- E. Considering and discussing health and safety matters relating to employees.

ARTICLE 40 DISCIPLINE

- Section 1. Disciplinary action taken by the Employer shall only be for just cause, and in a timely manner.
- Section 2. An employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall have the right to confer with a representative of the OPBA.
- Section 3. An employee shall have the right to appeal any form of discipline, which results in loss of pay or benefits (suspension, demotion or termination) through the Grievance and Arbitration Procedure contained herein. Oral and written warnings may be appealed through the grievance procedure, but may not be appealed to arbitration.

ARTICLE 41 GRIEVANCE PROCEDURE

- Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by another bargaining unit employee or designated OPBA representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.
- Section 2. For the purposes of this procedure, the below listed terms are defined as follows:
- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
 - b) Aggrieved Party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance.
 - c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

- d) Days - A "day" is used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) All grievances shall be in writing and shall include 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 4. Further, a grievance may be submitted initially at the step where the action or decision being appealed originated.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e.) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f.) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- g) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure. All grievances shall be filed on the forms attached hereto as Appendix A.

Step 1: An employee who believes he may have a grievance shall submit a written grievance to his immediate supervisor within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule a meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the submission of the grievance by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter and the supervisor shall deliver his or her written decision within five (5) days after the meeting. If not resolved to his or her satisfaction, the aggrieved party may appeal pursuant to Step 2.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the written decision at Step 1, a written appeal of the decision may be filed with the Lieutenant within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with appeal. The Lieutenant shall convene a meeting within ten (10) days of the receipt of the written appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Lieutenant shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.

Step 3. If the aggrieved party is not satisfied with the written decision at Step 2, a written appeal of the decision may be filed with the Police Chief within five (5) days from the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Police Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The police Chief shall issue a written decision to the aggrieved party, with a copy to his representative, if any, within fifteen (15) days from the date of the meeting.

Step 4. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his/her designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the

required information for the rendering of a proper decision. The Mayor or his/her designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 42

ARBITRATION PROCEDURE

- Section 1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the employer at Step 4, by submitting to the American Arbitration Association (AAA) a request for a list only of seven (7) local arbitrators. Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking names, either party shall have the option to reject the list of names provided by the AAA and request another. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the AAA. First strike shall be determined by a coin toss. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees for obtaining lists shall be shared by the parties, except that fees for secondary lists shall be paid by the party rejecting the primary list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA.
- Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- Section 3. The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.
- Section 4. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for ally of the expenses incurred by the other party.
- Section 6. Union officials and witnesses shall lose no regular straight time pay as a result of attending an arbitration hearing. Members of the bargaining unit

who are called as witnesses by the Employer shall be in pay status while attending a hearing.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.

ARTICLE 43 LAY-OFFS

Section 1. In the event of a Lay-off situation, employees will be laid off in accordance with their departmental seniority (last hired, first laid off).

Section 2. Employees who are laid off shall be subject to recall from lay-off for a period of three years. Said employee must respond to the recall within thirty (30) days.

Section 3. A recall from lay-off will be based upon departmental seniority (last laid off, first recalled).

Section 4. Before any full-time employees covered by this Agreement may be laid off, all part-time employees performing the same work, as employees in the bargaining unit will be laid off first.

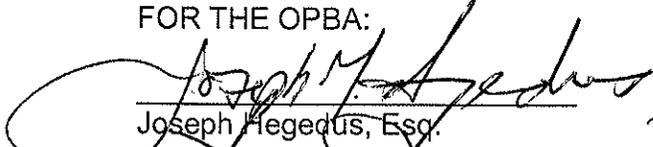
ARTICLE 44 DURATION

Section 1. This Agreement shall be effective as of the 1st day of April 2014, and shall continue in full force and effect, along with any Amendments made and annexed hereto, until midnight, December 31, 2016,

**ARTICLE 45
EXECUTION**

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2015.

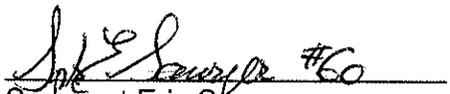
FOR THE OPBA:



Joseph Hegedus, Esq.

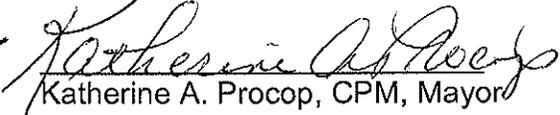

#38 6-1-15

Sergeant Tom Austin


#60

Sergeant Eric Sawyer

FOR THE CITY OF TWINSBURG:



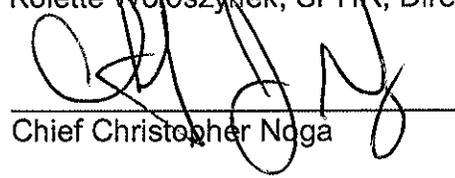
Katherine A. Procop, CPM, Mayor



David M. Maistros, Law Director



Kolette Woloszynek, SPHR, Director of HR



Chief Christopher Noga

OPBA

Ohio
Patrolmen's
Benevolent
Association

City of Twinsburg



GRIEVANCE FORM

CITY OF TWINSBURG – OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Date: _____	Grievance #: _____
Grievant(s) Name: _____	
Classification: _____	Supervisor _____
Steward Name: _____	Phone #: _____

Contract article(s) allegedly violated: _____	GRIEVANCE TYPE: Issue ___ Discipline ___ Removal ___
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The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and that appropriate action is taken to correct a particular situation. An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the Lieutenant.

Statement of Facts: (who, what, where, when?)

Remedy Sought:

Signature: _____ Date: _____
(Grievant or Union Representative)