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AN AGREEMENT

between

THE CITY OF NORTH RIDGEVILLE, OHIO

and

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
NORTH RIDGEVILLE DIVISION
(DISPATCHERS, PATROLMEN, & PROMOTED UNITS)

Effective: January 1, 2015
Expires: December 31, 2017

1	Preamble	
2	Purpose and Intent	1
3	Recognition	1
4	Dues Deduction	1
5	Management Rights	2
6	No-Strike	3
7	Non-Discrimination	3
8	Employee Rights	4
9	Rules and Regulations	4
10	Substance Testing and Assistance	6
11	Shift Changes	10
12	Work Schedule and Hours	11
13	Overtime and Court Appearances	11
14	Probationary Period	12
15	Holidays	13
16	Vacation	14
17	Sick Leave	14
18	Injury on Duty	16
19	Bereavement Leave	17
20	Education	17
21	College Incentive Program	17
22	Union Rights	18
23	Clothing Allowance	19
24	Insurances	20
25	Longevity	21
26	Wage Rates	22
27	Service Handgun	24
28	Liability	24
29	Gender and Plural	24
30	Headings	24
31	Obligation to Negotiate	25
32	Disciplinary Procedure	25
33	Grievance Procedure	28
34	Arbitration Procedure	31
35	Employer Pension "Pick Up"	32
36	Copies of Agreement	33
37	Duration	34
38	Total Agreement	34
39	Conformity to Law	34
40	Promotions	34
41	Personnel Files	35
42	Layoff/Recall	36
43	Military Leave	36

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Ridgeville, Ohio, hereinafter referred to as the "Employer," and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P."

ARTICLE 2 PURPOSE AND INTENT

2.01 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 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 North Ridgeville, Ohio; 4) to avoid interruption or interference with the efficient operations of the Employer's business; 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the F.O.P. as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees in the Police Department occupying the positions of sergeant, lieutenant, patrolman, dispatcher, records clerk, administrative secretary and detective, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 4 DUES DEDUCTION

4.01 During the term of this Agreement, the Employer shall deduct regular monthly F.O.P./O.L.C. and F.O.P., Lodge 25 dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deduction shall be made from the first check 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 paycheck, provided the employee's check is sufficient to cover this deduction.

4.02 The Employer agrees to supply the F.O.P. with a list of those employees for whom the deductions have been made.

4.03 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 F.O.P. Lodge 25 and the F.O.P./OLC as appropriate, within thirty (30) calendar days from the date of making said deductions.

4.04 The F.O.P. 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 F.O.P. shall indemnify the Employer for any such liabilities or damages that may arise.

4.05 Fair Share Fee pursuant to Section 4117(C) of the Ohio Revised Code all employees, sixty (60) days following the beginning of employment or the effective date of the collective bargaining agreement, whichever is later, who are in the bargaining unit and are not members of the F.O.P. shall have a fair share fee equal to the annual dues of the F.O.P. deducted by the Employer from their payroll check. The fees will be collected only upon written request by the F.O.P. and only once per calendar year from any employee, and the Employer shall forward all fees collected to the F.O.P. The F.O.P. shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a nonmember makes a timely demand on the F.O.P. This section does not require any employee to become or remain a member of the F.O.P. as a condition of employment.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 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, suspend, and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and Regulations; 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 assignments of its employees; 7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement, consistent with Civil Service Rules and Regulations; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either the process or equipment, or both; 10) select and locate buildings and other facilities; 11) determine work standards and the quality of work to be produced; 12) establish, expand, transfer, and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work.

5.02 In addition, the F.O.P. 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 work force which the Employer has not specifically abridged, deleted, granted or modified by express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 NO-STRIKE

6.01 The F.O.P. through its elected officers does hereby affirm and agree that it will not 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 unlawful strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the F.O.P. 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 F.O.P. shall immediately notify all employees that the unlawful strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the F.O.P. and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above will be sufficient grounds for disciplinary action.

6.04 The Employer agrees that it shall not lock-out any employees for the duration of this Agreement.

6.05 In the event of layoffs, the Employer will conduct all layoffs in compliance with the Ohio Revised Code, Section 124.

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the F.O.P. agree not to unlawfully discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or disability.

7.02 The Employer and the F.O.P. recognize the right of all employees to be free to join the F.O.P. and to participate in lawful F.O.P. activities. Thereafter, the Employer and the F.O.P. agree there shall be no discrimination by the Employer or the F.O.P. against any employee because of F.O.P. membership or non-membership.

ARTICLE 8 EMPLOYEE RIGHTS

8.01 Bargaining unit members shall have the right to be represented by a Union Officer or the Union's Legal Counsel, upon his/her request, at all times during the interrogation when it relates to his/her continued fitness for law enforcement service, or when the investigation could result in criminal charges.

8.02 Bargaining unit members shall have the right to be completely informed of their rights prior to the commencement of the interrogation if he/she could be placed under arrest as the result of the investigation.

8.03 Bargaining unit members shall have the right to be informed at least twenty-four (24) hours in advance, except in emergency, of the nature of the investigation before any interrogation commences.

8.04 Bargaining unit members shall have the right to be informed at the initial contact if they are to be interrogated as a witness only.

8.05 Bargaining unit members shall have the right for all formal interrogation to be recorded and no one has the right to make unrecorded statements or ask unrecorded questions. Bargaining unit members shall have the right to make a separate recording of any interrogation at the time of the interrogation.

8.06 Bargaining unit members shall have the right that at any one time, all questions must be directed through only one (1) interrogator.

8.07 The interrogation shall take place at a location designated by the Chief of Police and at a reasonable hour for all persons concerned.

8.08 Bargaining unit members shall have the right to be advised of any or all punitive action that could result from the investigation and interrogation.

8.09 Bargaining unit members shall have the right to be represented by a Union Officer of their choice, during any interrogation that could result in punitive action.

8.10 No truth detection devices or tests shall be administered to a bargaining unit member without his/her consent. Any test(s) agreed to must be given by a licensed operator.

ARTICLE 9 RULES AND REGULATIONS

9.01 The F.O.P. agrees that its members shall comply with all Police Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that the discriminatory application of departmental rules and regulations

which affect working conditions and performance shall be subject to the Grievance Procedure herein contained.

9.02 Work schedules shall demonstrate an equitable rotation of days off and shifts worked within the calendar year. This rotation shall prevail for any employee in a working group. For the purposes of this Agreement, working group is defined as a unit of employees working in the same division who are called upon to perform similar duties in their daily activity. The Union and the City agree to implement an equitable system of shift preferences by allowing the employees to arrange working groups by seniority. There shall be no across-the-board mandatory shift rotations. Shift preferences shall be made every six (6) month. If an employee retires or leaves the Department, the City shall offer the position in the shift rotation to the next senior employee with the same shift preference until it is accepted. If no employee with the same preferences accepts the position, it shall be assigned by the City on a seniority preference basis. The City shall have the right to reassign employees consistent with the needs of the department on a temporary basis not to exceed 90 days with reasonable notice to the employee. Seniority shall be based upon the date of hire and service number of the employee for patrolmen and date of promotion for promoted employees. Notwithstanding the terms of this Article, all probationary employees may be required to rotate shifts. All current work rules and regulations shall be made available to each employee. Any changes in the work rules and regulations shall be given to each employee prior to the effective date of the new rule or regulation.

For the purpose of clarifying certain portions of section 9.02 of the current labor agreement between the City of North Ridgeville and the three bargaining units of the F.O.P./O.L.C. North Ridgeville Division, the parties agree that the following is understood to be the intent of this section, and as such agree to its content;

1) Within any working group, shift preferences by reason of seniority shall be maintained even if the senior employee's preference is contrary to the references of the other two less senior employees in the immediate working group rotation. Shift assignments will be based on seniority only.

2) Rotating shift preference shall only be allowed in order to fill a vacant rotation slot or if a three employee rotation group can be created. Rotation preference shall not force others to rotate.

3) Regarding the transfer of a non-temporary employee from one working group to another (example: COPS officer reassigned to regular patrol, or detective reassigned to patrol); if an employee is transferred from one working group to another, the employee's shift assignment shall be based upon that employee's shift preference as dictated by his or her seniority. As such, the senior reassigned employee shall hold "bump rights" over less senior employees who in turn will be moved down in their working group, to another group rotation if need be.

4) It is understood that when a vacancy in a working group shift rotation occurs due to retirement or resignation of an employee, the City shall post the vacancy for seven (7) calendar days, to allow the position in the shift to be filled by the next senior employee. If, by the end of the seven-day period, no one has opted to fill the vacancy in the shift group rotation, the City shall assign the position on a seniority preference basis.

9.03 It is understood by the parties that the Chief of Police shall have the power and authority to change assignments and schedules without advance notice in cases involving emergencies or special events.

ARTICLE 10 SUBSTANCE TESTING AND ASSISTANCE

Section 10.01. Policy and General Prohibitions.

(1) It is the policy of the Employer to maintain an alcohol and drug free workplace which will enhance the health, safety, security, and performance of bargaining unit members. Employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being under the influence of any illegal drug or controlled substance not prescribed by a physician while on duty. Employees shall not report to work or remain on duty while under the influence of illegal drugs or alcohol. Violation of this Article will result in disciplinary action up to and including termination.

(2) When any controlled substance, narcotics, or hallucinogens are prescribed, which would affect the member's performance while on duty or on any approved extra-duty employment, the member shall notify their superior officer that he or she is on such medication and what limitations it's use may place on them.

(3) No employee shall appear for duty, or be on duty, if any of the following apply:

a. the employee is under the influence of any controlled substance, narcotics, or hallucinogens unless the substance was prescribed by a physician and the employee has notified and showed written proof of the prescription to his immediate supervisor;

b. the employee has a concentration of two-hundredths of one percent (0.02%) or more by weight of alcohol in the blood;

c. the employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his breath.

d. No employee shall refuse to take any the following required tests:

Random Testing
Reasonable-Suspicion Testing
Post-Accident Testing
Unannounced Intermittent Testing
Return-to-Duty Testing

e. Any employee who attempts to alter or adversely affect a drug/alcohol test shall be deemed to have refused to submit to the test and will be subject to disciplinary action, up to and including termination.

Section 10.02 Subsequent Use of Test Results

Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by law, or as necessary to defend any disciplinary action taken against the employee as the result of a positive test.

Section 10.03 Test Reliability and Chain of Custody

(1) All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

(2) All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being more accurate than the gas chromatography/mass spectrometry method.

(3) In the event the confirmatory test confirms the results of the first test, the Employer will proceed with sanctions as set forth in this article.

(4) In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative, except in those instances where the first test and confirmatory test indicated the presence of adulterant(s).

10.04 Random Testing

Random drug testing may be conducted not more than four (4) times in a calendar year, with no more than twenty-five (25%) percent of bargaining unit employees being tested each time. Only the Chief of Police shall order employees to submit to random drug testing. Selection of those employees to be randomly tested shall be by lottery conducted by the testing laboratory.

10.05 Post-Accident Testing

(1) Post-Accident testing may at the discretion of the employer be conducted if an employee is in a motor vehicle accident while operating a motor vehicle within the course and scope of his employment if the accident involved a fatality or a serious bodily injury and the employee is deemed at fault or there is a question as to fault.

(2) An employee who is subject to post-accident testing shall remain readily available for up to eight (8) hours upon formal notification from the employer for such testing or may be deemed to have refused to submit to testing. If the employee is called in to take a post-accident test, he or she shall be entitled to two (2) hours of call-in pay. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident or to obtain necessary medical care. The City will make every effort to expedite the testing.

a. Alcohol Testing

i. Any employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until the employee undergoes a post-accident test and is informed that the results are negative, whichever occurs sooner.

ii. If an alcohol test is not administered within eight hours following the accident, attempts to administer an alcohol test shall cease, and the supervisors shall prepare a written record stating the reasons the test was not administered.

b. Drug Testing

If a drug test is not administered to the employee within thirty-two (32) hours following the accident, attempts to administer a drug test shall cease, and the supervisor shall prepare and maintain on file a written record stating the reasons the test was not administered.

10.06 Unannounced, Intermittent Testing

(1) If an employee is not discharged following the employee's positive drug/alcohol test, as a result of a random, reasonable-suspicion, or post-accident test, the employee will be subject to unannounced, intermittent drug/alcohol tests as a condition of the employee's return to work, performed according to the following guidelines:

a. Alcohol Testing

When an alcohol test reveals an alcohol concentration of .02 or above, the employee will be subject to twelve (12) unannounced, intermittent tests for a period not to exceed twelve (12) months.

b. Drug Testing

When an employee tests positive for drug use, the employee will be subject to eight (8) unannounced, intermittent tests for a period not to exceed twelve (12) months.

(2) Unannounced intermittent testing is in addition to random/reasonable suspicion testing.

10.07 Return to Duty Testing

If an employee is not discharged following the employee's positive drug/alcohol test and the employee takes a medical leave of absence to participate in an Employee Assistance Program or detoxification program, then upon return to duty, the employee shall be subjected to a maximum of twelve (12) unannounced, intermittent drug tests and/or a maximum of eight (8) alcohol tests for a period not to exceed 12 months beginning on the day in which the employee returns to duty. Return to duty testing is in addition to random/reasonable suspicion testing.

10.08 Cost of Drug Screening

The cost of drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of the employee. The cost of any return-to-day tests shall also be at the expense of the employee.

10.09 Employee Assistance Program or Detoxification Program

An employee who has tested positive for the presence of illegal drugs or alcohol use pursuant to this Article, may be referred to an Employee Assistance Program ("EAP") or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days,

holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his position. An employee who participates in a rehabilitation or detoxification program will not lose any seniority or benefits for a period not to exceed ninety (90) days. The EPA and/or alternative rehabilitation program do not supplant the normal discipline and grievance procedures provided for in this Agreement.

10.10 Failure to Complete Rehabilitation Program

The Employer may order an employee to enter into an Employee Assistance Program or detoxification program if the employee tests positive for drug or alcohol use. If such an employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, the employee shall be subject to discipline up to and including termination.

ARTICLE 11 SHIFT CHANGES

11.01 Employees shall have the ability to change shifts, providing the following conditions are met:

a) The request for the shift exchange is submitted to the officers in charge of each affected shift at least seven (7) calendar days prior to the effective date of the requested change of shifts;

b) The request contains the agreement and signatures of all employees involved in the exchange;

c) The request is agreed to by the officer in charge of each affected shift; and

d) The request is approved by the Chief of Police or designee.

11.02 If the shift exchange is denied by either officer in charge, the denial must state the reason in writing. If denied, the request may be appealed within forty-eight (48) hours to the Chief or his designee, who shall reply in writing within forty-eight (48) hours. The time limits listed above shall exclude Saturdays, Sundays and Holidays provided for in this Agreement.

11.03 Shift exchanges shall not result in any overtime payments and shall include the change of days off according to the shift.

ARTICLE 12 WORK SCHEDULE AND HOURS

12.01 During the period of this Agreement, each employee shall work a tour of duty which shall consist of forty (40) hours within a seven (7) day work period for non-sworn, and eighty (80) hours within a fourteen (14) day work period for sworn personnel, and shall be so assigned by the Chief of Police or his appropriate administrative assistant. These assignments shall normally be posted in advance for a twelve (12) week period. Normally, there shall be a twelve (12) week advance schedule posted on the bulletin board.

12.02 A Traffic Detail shall be established within the Police Department as a normal function and part of same. That said Traffic Detail will be under the direct supervision of and control of the Chief of Police/Designee. Off duty traffic assignments shall be paid at the rate of one and one-half (1½) times the employee's regular rate.

ARTICLE 13 OVERTIME AND COURT APPEARANCES

13.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1½) times their regular hourly rate for all hours actually worked in excess of their normally scheduled work day or work week to the nearest thirty (30) minutes. Assigned overtime work on a holiday will be paid at the rate of two (2) times the employee's regular rate. Any unforeseen or post scheduled overtime shall be offered to qualified bargaining unit members first by order of seniority. (ie. Sick Time, emergency time off), as per departmental policy issued in January 2012, by Chief Mike Freeman.

13.02 Any employee who is called in prior to his shift, or after leaving work, or on a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate overtime rate for the first hour or part thereof and hour for hour thereafter, unless the hours worked are subject to 13.01.

13.03 Any employee who is required to appear in court on a duty related matter or forced to work security at Mayor's Court shall be entitled to receive a minimum of three (3) hours of pay at the appropriate overtime rate. In the event the employee is required to be in court or forced to work security in Mayor's Court in excess of three (3) hours, he shall be paid at the rate of one and one-half (1½) times his regular rate for all court time in excess of three (3) hours. An employee who has multiple court appearances during the first three hours shall only be paid the three-hour minimum Any employee who is required to meet with city or county prosecutors on a duty related matter shall be entitled to receive a minimum of two (2) hours of pay at the appropriate overtime rate.

(a) Should a court appearance or forced assignment to work security at Mayor's Court be canceled after 5:00 p.m., the day preceding the scheduled appearance,

the employee will be paid two (2) hours pay at his/her regular rate of pay provided, however, that the employee shall not be entitled to such pay if the Department notifies the employee of the cancelation by 5:00 p.m. the day preceding the scheduled appearance.

(b) The City prosecutor or person requesting an employee to report to court should cancel any request, prior to appearance, by calling the dispatcher on duty prior to 5:00 p.m. the day before the appearance is scheduled to be made.

The dispatcher, supervisor on duty or other designee will enter the request for cancellation into the Daily Log. The dispatcher, supervisor or other designee shall contact the officer as soon as possible to inform him of the cancellation. It is agreed that a documented telephone call to the employee by the dispatcher, supervisor on duty or other designee discharges the Employer's obligation to pay the employee for the cancelation.

13.04 Full-time non-sworn employees may, at their option, elect to accumulate up to a maximum two hundred (200) hours of overtime in compensatory time in lieu of cash payment of any overtime. Sworn officers may, at their option, elect to accumulate up to a maximum of two hundred (200) hours of overtime in compensatory time in lieu of cash payment of any overtime. Said compensatory time may be taken upon approval of the Chief of Police or his designee. There shall be no use of compensatory time unless and until the employee receives pre-approval from the Chief of Police or his designee. Any hours earned which will result in the number of accumulated hours exceeding two hundred (200) hours for non-sworn employees or two hundred (200) hours for Sworn officers must be paid in the next pay period. Employees may be paid any of the hours in the overtime bank up to the maximum, at their discretion, upon written notification to the City Auditor. This will be paid in the next pay period following the notification.

13.05 Vacation time, holidays, compensatory time and sick time shall be counted as time actually worked in the computation of overtime.

13.06 In the event a Police Dispatcher is required to work two (2) consecutive eight (8) hour shifts, the Dispatcher shall receive one-half (½) hour off at the end of the first eight (8) hours.

ARTICLE 14 PROBATIONARY PERIOD

14.01 All newly hired employees will be required to serve a probationary period of one (1) year after certification from the Department's Field Training Program. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s), and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

14.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

14.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 14.01, above.

ARTICLE 15 HOLIDAYS

15.01 Effective 01/01/07, all full-time employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day	Independence Day
Good Friday	Labor Day	Day Before Christmas
Memorial Day	Veteran's Day	Day after Thanksgiving
Christmas Day	Martin Luther King Day	President's Day
		Personal Days (4)

15.02 In order to be eligible for any of the above holidays, the full-time employee must report to work and actually work the last scheduled workday before the holiday and immediately after the holiday or the actual holiday, if the employee is scheduled to work the holiday, unless specifically excused by the Chief.

15.03 Should a full-time employee work on a holiday, he shall be entitled to his regular pay plus an additional day's pay, plus a compensatory day to be taken upon pre-approval of the Chief of Police or his designee. Full-time employees not working the holiday shall receive an additional day's pay or a compensatory day to be taken at his option, provided it is approved by the Chief.

15.04 Employees not regularly scheduled to work on a paid holiday, but are called into work, shall be paid one (1) hour straight time, one (1) hour straight overtime and one (1) hour compensatory time, for each hour worked. The employee shall still receive an additional days pay or compensatory day to be taken at his option, as provided for in Section 15.03.

15.05 Employees may carry over their unused personal days into the following year, if direct job-related and/or military obligations prevent them from being able to take the personal days in the calendar year they are earned.

ARTICLE 16 VACATION

16.01 All full-time employees who have one (1) full year of service with the Employer, shall be entitled to a vacation with pay in accordance with the following schedule:

One (1) year to five (5) years -- Ten (10) work days

Six (6) years or more--	Ten (10) work days plus one (1) work day for each year completed over five (5) years.
Twenty (20) years	Thirty (30) work days

16.02 Vacations shall be scheduled in accordance with the procedure established by the Chief of Police.

16.03 Vacations shall be scheduled from January 1st through December 31st of each year. The amount of vacation time due an employee between these dates, each year, shall be calculated by the employee's anniversary date of years of service. Should an employee terminate employment, vacation time shall be prorated.

16.04 A member of the bargaining unit may be permitted to carry over not more than five (5) vacation days into the new year under the following conditions:

a) With prior written approval of the Chief of Police no later than December 1st of that year.

b) Should a bargaining unit member carry over vacation days, said member must use the carried over days within the first six (6) months of the new year, or be paid for these days at the earned rate with the Chief's approval.

ARTICLE 17 SICK LEAVE

17.01 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 contagious disease communicable to other employees; and 3) serious illness, injury or death in the employee's immediate family.

17.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hour for every eighty (80) hours worked or paid for and shall accumulate such sick leave for future use to an unlimited amount.

17.03 An employee who is to be absent on sick leave shall notify the Police Department at least one-half (½) hour prior to the beginning of the shift he/she is to be absent. Notification shall be on each day of absence, and a) notification to a dispatcher will be an accepted procedure; and b) dispatchers will enter notification into the Daily Log along with the Officer in Charge who was contacted.

17.04 Sick leave may be used in segments not less than one (1) hour.

17.05 Before an absence may be charged in Accumulated Sick Leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head. Physician to be paid by the City.

a. Prior to the payment of sick leave, an employee may be required to complete a Request for Sick Leave Payment form to be provided by the City. No payment from Accumulated Sick Leave will be paid prior to the completion of the above-mentioned form.

b. Any employee who is absent in excess of three (3) consecutive working days may be required to submit a statement from his physician attesting to the illness or injury. Cost of said physician shall be at the employee's expense.

17.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

17.07 Any abuse of sick leave or the patterned use of sick leave shall be cause for non-payment of sick leave as well as disciplinary action.

a) The Department Head shall monitor and determine the use of sick leave. If an abuse or patterned or excessive use had developed, the offending employee will be notified in writing.

b) If the abuse, patterned or excessive use of sick leave continues, after written notification to the bargaining unit member is made, said employee may be subject to disciplinary action.

17.08 The Department Head 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 by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize

the health and safety of other employees. Should there be a difference of opinion between the employee's physician and the Employer's physician, the employee shall be sent to the Cleveland Clinic whose opinion shall be controlling, with the cost shared equally by the employee and the Employer.

17.09 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 and parent. When the use of sick leave is due to a death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, or sister.

17.10 Upon the: 1) retirement of the employee; 2) disability retirement of the employee; 3) death of the employee; 4) the termination of the employee; who has not less than ten (10) years of continuous service with the Employer; a. each employee or the employee's estate shall be entitled to receive a cash payment equal to his hourly rate of pay for ninety (90%) percent of the total number of accumulated but unused sick hours earned by the employee as certified by the Auditor not to exceed one thousand (1,000) hours of pay. Payment pursuant to this section, shall be made by separate check in a lump sum.

17.11 All full-time employees, who have been employed for not less than one (1) year who take no sick leave at the end of each calendar quarter, shall be credited with four (4) hours merit time to be used by the employee, at his discretion, as paid time off when eight (8) hours have been accumulated, hereafter, known as merit day, or employee may choose to be compensated at his current hourly rate of pay. Compensatory time shall be taken within twelve (12) months or payment in lieu of compensatory time will be made in the first pay period of the new year.

17.12 Should an employee be unable to accrue eight (8) hours Merit Time within a one (1) year period, the employee shall be compensated at his current hourly wage for any hours under eight (8) hours he may have accumulated during the calendar years. Payment will be made in the first pay period of the new year.

17.13 All Merit Days earned pursuant to this Article which are taken off at a future date as compensatory time must be approved by the Chief of Police or his designate.

ARTICLE 18 INJURY ON DUTY

18.01 Any full-time employee of the Police Department who is injured in the line of duty, shall be entitled to six (6) months full pay followed by an additional six (6) months half pay, provided that he is unable to perform his assigned duties. Any time lost due to an on-duty injury will be fully compensated by either workers' compensation, the

City or a combination thereof and shall have no effect on any accumulated sick time. The Safety-Service Director may require the employee to submit to a physical examination by a physician of the Director's choice before any compensation by the City is approved. Approval shall not be unreasonably withheld.

18.02 Should an employee suffer a recurrence or aggravation of a previous on-duty injury, payment per Section 18.01 will be at the discretion of the Chief of Police, who may require medical confirmation. In the case of prolonged or repetitive absences, Section 17.05, 17.07 and behavioral modification techniques may be applied.

ARTICLE 19 BEREAVEMENT LEAVE

19.01 The City shall grant a full-time member of the bargaining unit bereavement leave for the purposes of attending the funeral of a member of the employee's immediate family.

19.02 For purposes of this Article, immediate family shall be defined as employee's spouse, children, step-children, parents, step-parents, brother, sister, grandparents, spouse's parents, spouse's grandparents, brother-in-law, sister-in-law and grandchildren.

19.03 The employee shall be entitled to a maximum of three (3) days off with pay for each death in his immediate family within the State of Ohio and a maximum of five (5) days off with pay outside of the State of Ohio except for the death of a spouse, child, or parent. In the event of the death of a spouse, child, or parent, the employee shall be entitled a maximum of five (5) days off with pay.

ARTICLE 20 EDUCATION

20.01 Any employee of the Police Department, who is required to attend schooling or training sessions on off-duty time, shall receive overtime for actual class time and for travel time to and from the school. If the schooling is more than five (5) miles from the Police Department, the Employer shall either provide transportation of the employee(s) or pay his mileage according to present mileage standards set by the Employer.

ARTICLE 21 COLLEGE INCENTIVE PROGRAM

21.01 Before any payment is made pursuant to this Section, the Chief of Police and the Safety Service Director must determine that the course should be deemed accredited and approved for payment.

21.02 Any employee who has taken or takes college courses directly related to Police Science and/or other accredited college program approved by the Safety Director/designee, shall receive two ($2.00) dollars for each credit hour earned with a grade of "C" or better, monthly. The total amount of any allowed combination of the above payments shall not exceed two thousand four hundred dollars ($2,400).

21.03 Employees completing work-related training schools or sessions shall receive credit of one (1) credit hour per ten (10) clock hours of training school or sessions, at the discretion of the Employer. Examples of such schools or sessions are: Breathalyzer training, accident investigation, photography, criminal investigation, etc. Such credit hours shall be added to college credit hours. There shall be no payment for this training if the employee was being paid by the Employer while receiving such training, subsequent to December 31, 1998.

ARTICLE 22 UNION RIGHTS

22.01 Delegates and alternates appointed by the Executive Board of the F.O.P. or elected by the F.O.P. membership, not to exceed two (2) in number off duty at any one (1) time, shall be granted time off with pay in order to perform their functions at one (1) convention, two (2) conferences per year and/or contract negotiations between the Employer and the F.O.P.

22.02 Attendance at conventions shall be limited to a maximum of five (5) workdays per session. Attendance at conferences shall be limited to a maximum of two (2) workdays per person.

22.03 Meetings of the Union will be permitted on City premises, provided that permission from the Chief or his designee is obtained.

22.04 The City agrees that during work hours, one (1) Union official while on City premises and without loss of pay may:

a. post Union notices;
b. transmit communications authorized by its officers to the City or the City's representatives; or
c. consult with the City representatives, North Ridgeville Division Union officers or other North Ridgeville Division Union representatives concerning the enforcement, interpretation, application or claim of violation of any provisions of this agreement.

Sub-sections a through c shall be permitted with prior approval of the Chief or his designee, provided it does not interfere with assigned duties or work schedules.

22.05 The City will provide space for bulletin boards in agreed upon areas for use by the Union.

ARTICLE 23 CLOTHING ALLOWANCE

23.01 Each sworn Officer shall receive a uniform allowance of one thousand dollars ($1,000.00), payable on the first day of July, of each year of this Agreement. Newly hired, full-time police officers will not be eligible for a normal uniform allowance until employed at least six (6) months prior to the date such allowance is payable. The Employer shall provide probationary officer with initial issue uniforms and equipment as per Department policy. In case of a probationary employee's failure to successfully complete their probationary period, he/she shall return all issued uniforms and equipment to the Employer. Reimbursement shall be made to the Employer for any damaged uniforms or equipment by the probationary employee. The probationary employee must sign a waiver agreeing to these stipulations prior to being issued a uniform or equipment by the Employer.

23.02 Each full time non Sworn employee shall receive a uniform allowance of eight hundred fifty ($850.00) dollars payable on the first day of July, of each year of this Agreement. Newly hired non Sworn administrative employees shall be provided an account of up to six hundred ($600.00) dollars at a local uniform store to purchase their initial uniforms and equipment and will not be eligible for a normal uniform allowance until employed at least six months prior to the date such allowance is payable.

23.03 Employees who have glasses or dentures clearly damaged in the line of duty, where there was no negligence on the part of the employee, will have such items repaired or replaced by the Employer. It is understood that these decisions will be made by the Employer, but approval for such payments will not be unreasonably denied. Payment shall not exceed two hundred ($200.00) dollars, annually

23.04 Officers assigned by the Chief of Police fulltime to the Detective Bureau shall receive one-hundred fifty ($150.00) dollars in addition to their regular pay, as long as the officer is working said assignment. Payment shall be made in the first pay period of each month by separate check. Any officer transferred out of the Detective Bureau shall no longer be eligible for this payment.

23.05 If items of personal property are damaged during an arrest or during pursuit, said items shall be replaced by the employee. Said employee will then present a paid receipt(s) to the Auditor for reimbursement. The replacement cost for watches shall not exceed seventy-five dollars ($75.00). The employee shall note in the arrest report, or incident report, any damages of personal property that occur, and shall notify the Prosecutor of the replacement cost.

23.06 Any and all costs pertaining to changes to the current uniform standard mandated by the Employer or the Chief of Police before or after the month of July shall be borne by the Employer, unless the members are given a thirty (30) day notice prior to their clothing maintenance allowance stipend being paid.

ARTICLE 24 INSURANCES

24.01 The Employer shall provide Medical/Prescription/Dental Insurance programs as provided for in Appendix C to this Agreement to all full-time employees. For the duration of this Agreement, Employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute twelve and one-half percent (12.5%) of the monthly cost of such insurance. The employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverages. As of July 1, 2014, those combined rates are $672.61 for single coverage and $1,693.39 for family coverage. Based upon these figures, the initial monthly employee contributions will be $84.00 for single coverage and $211.50 for family coverage. These figures will be adjusted annually effective in July based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment). The Employer shall have the right to change insurance carriers, provided the new coverage is equal to or better than the present coverage. Effective upon ratification, the hospitalization insurance coverage plan provided by the City shall be that coverage outlined and listed in Appendix C of this Agreement. Employer shall provide a copy of insurance documents to the bargaining unit. Employer agrees to provide Life Insurance benefits of thirty thousand ($30,000) dollars per employee with the City paying the full premium amounts. Section 24.01 applies to full-time employees only.

24.02 Health Care Committee

A. A Health Care Committee ("HCC") composed of one (1) bargaining unit member from the American Federation of State, County and Municipal Employees, Local #3442; one (1) bargaining unit member from the Fraternal Order of Police, Ohio Labor Council, Inc., North Ridgeville Division; one (1) bargaining unit member from the International Association of Firefighters, Local #2129, AFL-CIO and three (3) Employer representatives, appointed by the Mayor, shall be created. The mission of the HCC is to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits with the ultimate purpose and goal of investigating and finding plan design changes to lower premium costs.

B. The Mayor or his designee shall be the chairperson of the HHC. All decisions of the HCC shall be achieved by a majority vote of Committee members.

C. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the Committee. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes.

D. The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year.

E. The HCC's responsibilities include reviewing health insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. If the HCC recommends changes, such as program design, premium sharing, "opt-out incentives," or other modifications, any and all such changes shall be implemented following approval by the full membership of the employee representatives and the Employer.

24.03 The Employer shall supply each full-time employee with life insurance in the amount of thirty thousand ($30,000.00) dollars at no cost to the employee.

ARTICLE 25 LONGEVITY

25.01 All full-time employees will be awarded longevity payments commencing on the employee's fifth (5th) anniversary date and on successive anniversary dates according to this procedure and the following schedule:

Effective 1-1-11, the following longevity schedules apply:

a) Non-Sworn Employees

5-9 years of service	3.5% of the base rate of pay
10-19 years of service	7.0% of the base rate of pay
20+ years of service	10.5% of the base rate of pay

b) Patrolmen and Promoted Units

5-9 years of service	2.5% of the base rate of pay
10-19 years of service	5.0% of the base rate of pay
20+ years of service	7.5% of the base rate of pay

25.02 Longevity payments shall be paid by separate check. Longevity will be prorated if an employee does not work full year.

ARTICLE 26 WAGE RATES

26.01 All employees shall receive a two percent (2%) wage increase in accordance with the following schedule effective January 1, 2015. Effective January 1, 2016, all employees shall receive a two percent (2%) wage increase which shall be added to the January 1, 2015 rate of pay. Effective January 1, 2017, all employees shall receive a two percent (2%) wage increase which shall be added to the January 1, 2016 rate of pay.

2015

	CLASS C	CLASS B	CLASS A
Lieutenant			$38.05
Sergeant			$33.67
Patrolmen	$27.05	$28.37	$29.80
Administrative Secretary			$22.64
Records Custodian			$22.09
Dispatcher	$20.16	$20.92	$21.55
Police Secretary	$18.50	$19.23	$19.96

2016

	CLASS C	CLASS B	CLASS A
Lieutenant			$38.82
Sergeant			$34.35
Patrolmen	$27.59	$28.93	$30.40
Administrative Secretary			$23.09
Records Custodian			$22.53

Dispatcher	$20.56	$21.34	$21.98
Police Secretary	$18.87	$19.61	$20.36

2017

	CLASS C	CLASS B	CLASS A
Lieutenant			$39.59
Sergeant			$35.04
Patrolmen	$28.14	$29.51	$31.01
Administrative Secretary			$23.55
Records Custodian			$22.98
Dispatcher	$20.97	$21.77	$22.42
Police Secretary	$19.25	$20.00	$20.77

26.04 Patrolmen and Detectives who are directed to and actually work as the shift officer in charge, shall be paid at the rate of Sergeant for each hour worked.

26.05 There shall be a two and one-half percent (2.5%) rank differential between Dispatcher A and Records Custodian and a two and one-half percent (2.5%) rank differential between Records Custodian and Administrative Secretary.

26.06 Starting on January 1, 2005, there shall be a thirteen percent (13%) rank differential between promoted units.

26.07 Field Training Officers (FTO) for all Sworn and Non-Sworn personnel shall be paid an additional one dollar and fifty cents ($1.50) per hour when actually training other employees. In order to be eligible to receive this pay, the employee must first have been formally trained as an FTO, or be designated by the Chief or his designee to train another employee. The FTO must perform the proper documentation and or evaluations expected of the position while working in the capacity of a trainer. If for any reason an employee not formally recognized as an FTO trainer, should have to train for purposes of replacement to their current position, they too shall be entitled to FTO pay while acting in the capacity of a trainer.

26.08 Any dispatcher assigned by the Chief of Police ,or his/her designee the duties of the Records Clerk (in his/her absence) will receive Records Clerk rate of pay for each hour worked in that capacity. Any Dispatcher assigned by the Chief of Police, or

his/her designee the duties of Administrative Secretary (in his/her absence), will receive the Administrative Secretary's rate of pay for each hour worked in that capacity.

26.09 Any Patrolmen or Dispatcher with five or more years of service with the Department shall receive a night shift differential of $0.50 per hour for all hours actually worked during the night shift.

ARTICLE 27 SERVICE HANDGUN

27.01 Upon retirement, except for mental disability, from the North Ridgeville Police Department, a police officer will be given his/her service handgun.

ARTICLE 28 LIABILITY

28.01 The Employer agrees to carry liability insurance and to provide legal representation and funds to pay for the defense of any lawsuit brought against any employee covered by this Agreement for actions arising out of the employee's good faith performance of his duties for the Employer.

28.02 In addition, the Employer or its insurance carrier shall pay any judgments rendered against an employee covered by this Agreement in a lawsuit arising out of the employee's good faith performance of his duties. In no event shall the Employer be required to represent an employee or pay judgments for an employee's wanton, malicious or intentional misconduct.

ARTICLE 29 GENDER AND PLURAL

29.01 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 neutral 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 30 HEADINGS

30.01 It is understood and agreed that this 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 or effect any interpretations of any said article or section.

ARTICLE 31 OBLIGATION TO NEGOTIATE

31.01 The Employer and the F.O.P. 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 the right and opportunity are set forth in this Agreement.

31.02 Therefore, for the life of this Agreement, the Employer and the F.O.P. each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to 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 matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 32 DISCIPLINARY PROCEDURE

32.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

32.02 All employees shall have the following rights:

A. An employee shall be entitled to representation at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

C. When an employee receives a written reprimand, the employee has the right to submit a written statement that will be placed in the employee's file.

32.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

32.04 If no disciplinary action has been taken against an employee during the twelve (12) months immediately preceding the present disciplinary action, then in taking disciplinary action against the employee, the City shall not consider or rely upon any prior disciplinary action consisting of a written reprimand taken against the employee

more than twelve (12) months prior to the date of the present disciplinary action. Discipline consisting of lost time or pay shall not be used against an employee after sixty (60) months duration, provided there has been no intervening disciplinary action taken against the employee during these periods.

32.05 Discipline shall be imposed only for just cause. The specific acts of which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local F.O.P. Associate.

32.06 Where the appointing authority seeks a penalty, other than a written reprimand, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, with a copy to the local F.O.P. Associate.

32.07 Discipline shall not be implemented until either:

1. The matter is settled; or

2. The employee fails to file a grievance within the time frame provided by this procedure; or

3. The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

32.08 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step; or

3. The employee is entitled to representation at every step of the proceeding.

32.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 34.13, until the matter is settled or the arbitrator renders a determination.

32.10 The following administrative procedures shall apply to disciplinary action:

A. The Chief of Police/designee and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief of Police/designee shall hold an informal meeting with the employee and his representative for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief of Police/designee may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union.

B. If a mutually agreeable settlement is not reached at this informal meeting the Chief of Police/designee will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and Union President. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

32.11 A failure to submit an appeal with the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

32.12 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to a representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

32.13 An employee may be suspended with pay at any time during the process if the appointing authority, at its discretion, determines the employee's continued presence on the job represent as a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed subsequent to the decision at Step 3 of the Grievance Procedure.

32.14 The Union on behalf of all the employees covered by the Agreement and its own behalf, thereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 33 GRIEVANCE PROCEDURE

33.01 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. 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.

33.02 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 misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Aggrieved party - the "aggrieved party" shall be defined as only any employee or group of employees within a bargaining unit actually filing a grievance.

c) Days - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the Holidays as provided in this Agreement.

33.03 The F.O.P. shall designate an official Grievance Committee, consisting of up to three (3) members of the bargaining unit, and shall notify the Employer as to the Committee's membership in writing. The Committee shall review an employee's grievance in order to determine its merit prior to any filing of the grievance at Step 2. Should the Committee decide the grievance is lacking in sufficient merit, it may deny the employee its representational services. Such denial, however, shall not be made in a perfunctory or arbitrary manner.

33.04 The following procedure shall apply to the administration of all grievances filed under this Grievance Procedure.

a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if

known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, 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 work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

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 F.O.P., provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without 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 upon the Employer in future proceedings.

f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

g) This procedure shall be the sole procedure for all disputes concerning any type of discipline or discharge actions.

h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall 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.

i) 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.

33.05 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1:

An employee or group of employees having a grievance shall present the grievance in writing to an Association Grievance Committee within ten (10) calendar days of the occurrence giving rise to the grievance. The Grievance Committee shall determine whether a grievance exists within ten (10) calendar days and if no grievance is found, no further action will be permitted. The aggrieved shall be notified in writing.

Step 2:

In the event the Grievance Committee determines that a grievance exists, it shall notify the Chief within thirty (30) calendar days in writing on forms provided by the City. The Chief shall investigate the matter and meet with all concerned parties and shall make his decision in writing within ten (10) business days of the filing of the grievance with him and shall so notify the aggrieved.

Step 3:

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

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 designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his

designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the F.O.P. is not satisfied with the decision at Step 4, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 34 ARBITRATION PROCEDURE

34.01 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 timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4, the F.O.P. may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator.

34.02 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 or conditions of this Agreement.

34.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by mutual written agreement with the parties.

34.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

34.05 The expenses involved in the arbitration hearings shall be equally shared by both parties. However, expenses relating to the calling of witnesses or the taking of depositions or any other similar expenses associated with such proceedings shall be borne by the party requesting the appearance of the witnesses or taking of depositions.

34.06 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 final and binding upon the parties.

34.07 The parties shall within ten (10) working days following the above certification, select a arbitrator by mutual agreement, or in the absence of such mutual agreement the parties shall request a list of seven (7) qualified arbitrators from The Federal Mediation and Conciliation Service (FMCS) and shall meet to select a single arbitrator by striking from such list, in rotation, one at a time until one arbitrator remains. The order of rotation shall be determined by the winner of the flip of a coin.

34.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the F.O.P. failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 35 EMPLOYER PENSION "PICK UP"

35.01 Within a reasonable time not to exceed ninety (90) days from the effective date of this Contract the Employer shall "pick up" and pay the employee's retirement contribution to "The Public Employees Retirement System of Ohio", "The Police and Firemen's Disability and Pension Fund" pursuant to Internal Revenue Code Section 414(h)(2) and in accordance with Internal Revenue Code Ruling 81-36. Such employee's contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employees. Employees shall not be given the option of choosing to receive the contribution amounts directly instead of having them paid by the City to the pension plan. The City's "pick up" policy will be uniformly applied on a nondiscriminatory basis to all full-time employees covered under this contract covered under "The Public Employees Retirement System of Ohio", "The Police and Firemen's Disability and Pension Fund."

35.02 The "pick up" by the City of North Ridgeville shall apply to all persons in the following classes:

(A) All full-time employees of the City of North Ridgeville who are contributing members of the Public Employees Retirement System of Ohio, or Police and Fire Pension System of Ohio. For purposes of this Ordinance a "full-time employee" is a person who performs work for the City of North Ridgeville in accordance with an established scheduled working time, such schedule to be based upon not less than five (5) calendar days for fifty-two (52) weeks per year, plus all elected and appointed officials who are on the City payroll twelve (12) months per year. A "full-time employee" shall not include 1) a student whose employment will not exceed fifteen hundred (1,500) hours in any calendar year; 2) any new employee not a member of the Public Employees Retirement System or Ohio, or Police and Fire Pension System of Ohio, at the time of his employment, whose employment shall not exceed twenty (20) hours per week; or 3) a temporary or emergency employee whose employment will not exceed three (3) calendar months.

35.03 The City's contribution to the "retirement system" will be calculated on the full salary of employees before the "pick up" is deducted from gross salary, provided that

no employee's total salary is increased by such "pick up" nor is the City's total contribution to the retirement system increased thereby. The City shall treat such "pick up" under the "salary reduction technique", whereby the employee's gross salary shall be reduced by the full amount of said contribution for Federal and State tax reporting purposes. The employee contributions which are "picked up" by the City shall be treated in the same manner as contributions made by employee's prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the "retirement system" benefit calculations, and for the purposes of calculating salaries and compensation of employee's set forth in the contract.

Overtime compensation and other employee benefits, where otherwise applicable will be based on the employee's compensation rate before employer "pick up" of the pension contribution.

35.04 It is understood that the City's total combined expenditures for employee's total contract salaries payable pursuant hereto (including "pick up" amounts) and its employer contributions to the "retirement system" shall be not greater than the amount it would have paid for those items had this employer "pick up" policy not been in effect. Should the Internal Revenue Service take issue with the Retirement System concerning its qualified status under Section 401(a) of the Internal Revenue Code, the "pick up" procedure may be deemed null and void.

35.05 The base rate of any person subject to the "pick up" shall not change as a result of this "pick up".

35.06 The City Auditor is hereby directed to implement the provisions of this Section to effect the "pick up" of the statutorily required contributions to the Public Employees Retirement System of Ohio, or Police and Fire Pension System of Ohio, for those persons within the classes established in Section 2 herein so as to enable them to obtain the resulting Federal and State tax deferments and other benefits.

35.07 Effective the year 2012, any bargaining unit member three (3) years prior to retirement may elect to begin a phased buyout of all accumulated time off, excluding sick time accumulation, during the final three (3) years of service. In order to qualify for this buyout, the employee must declare in writing his or her intention to retire. A maximum of one-hundred sixty (160) hours of accumulated time may be cashed in annually per each year of the Agreement.

ARTICLE 36 COPIES OF AGREEMENT

36.01 A copy of this Agreement shall be furnished by the City to each member of the bargaining units. The Agreement shall be in booklet form at no cost to the bargaining unit members.

ARTICLE 37 DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2015, and shall remain in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2017.

37.02 Written notice shall be given at least ninety (90) calendar days prior to December 31, 2017, by either party requesting a change or termination of this Agreement. If written notice is not given within this time period, this Agreement shall continue in full force and effect from year to year until such notice is given at least ninety (90) calendar days prior to December 31st of any subsequent year.

ARTICLE 38 TOTAL AGREEMENT

38.01 This Agreement represents the entire agreement between the Employer and the F.O.P. and 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 the advance notice to the F.O.P. of any such modifications or discontinuances.

ARTICLE 39 CONFORMITY TO LAW

39.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws and 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.

39.02 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 by reason of the fact) 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 portion thereof had not been included herein.

ARTICLE 40 PROMOTIONS

40.01 This section shall apply only to members of the Bargaining Unit taking promotional examinations for the position of sergeant and/or lieutenant.

40.02 Promotional vacancies shall be filled by a competitive examination, consisting of the following: (1) written examination (2) assessment center and (3) seniority points (maximum of 10).

40.03 The written examination and the assessment center shall be equal weighted, fifty percent each (50%). A score of seventy percent (70%) or higher on the written examination will be required to take the assessment.

40.04 Candidates shall be ranked in order of the highest composite scores, with the promotion vacancy being filled by the highest scoring candidates.

ARTICLE 41 PERSONNEL FILES

41.01 Every bargaining unit member shall be allowed to review his/her personnel file at all reasonable times upon written or verbal request. File review will be conducted in the presence of the Chief of Police or his/her designee. The Employee shall be permitted to copy his/her file in its entirety, or copy any and all documents contained within his/her files.

41.02 Information contained in any of the Employee's file (files) based on anonymous complaints that have been deemed unfounded shall be permanently removed from his/her files. Complaints must be thoroughly investigated by the appropriate police personnel and found to be valid before placed in any bargaining unit member's files. No complaint of any kind may be placed in a bargaining unit members file without proper notification from the Employer or Chief of Police. The bargaining unit member shall have a right to add memoranda clarifying and explaining alleged inaccuracies of any document in said file.

41.03 Any Employee, who upon review of his/her personnel files, has reason to believe inaccuracies exist therein, may file a written appeal to the Chief of Police to have those inaccuracies, removed or adjusted. If the Chief of Police does not grant the appeal filed by the employee, the employee shall have a right to attach not only a copy of the appeal filed to the Chief, pertaining to the subject matter, but also a detailed explanation opposing the validity of such document contained within his/her file.

41.04 At any time that a public records request for the inspection of any information contained within an employee file kept by the Employer is made; the employee shall be notified as soon as practical. This applies to any and all requests from the general public, residents, attorneys, or the media.

41.05 The Employer shall provide the Employee with an accurate summary or copies of any and all information to be released. The Employer shall comply with O.R.C. 149.43 with regard to the release of public records pertaining to bargaining unit members.

ARTICLE 42 LAYOFF AND RECALL

42.01 An employee may be laid off due to lack of work or lack of funds. The layoffs or reductions in force will be made in accordance with the following guidelines, and in accordance with Section 124.37 of the Ohio Revised Code. If the Employer feels that there is a need to lay off employees due to lack or work or lack of funds, the Union shall be notified immediately and prior to any notices given to Employees. The terms of this Article shall apply to each unit independently.

A. All part-time, seasonal, or intermittent employees shall be the first to be laid off. Employees with the least amount of departmental seniority shall then be laid off by order of last hired, first laid off. Any employee subject to lay off shall be given no less than thirty (30) days notice prior to layoff.

B. Recall shall be a period not less than two (2) years. Employees who are called back within two (2) years of the layoff to return to full-time status will be called back in reverse order of the layoff. It shall be the duty of each laid off employee to keep the City advised of his/her current residence address.

C. Employees who are laid off shall be entitled to full medical and hospitalization benefits for a period of ninety (90) days from such layoff date.

D. Seniority will be determined according to the date of hire as a full-time employee of the North Ridgeville Police Department

E. Employees shall be paid for all accumulated time, not to include sick time, (unless the Employee qualifies for retirement) in the event of a layoff.

F. An employee may chose to maintain his/her banked time with the Employer upon written notification to the Employer stating their intent, however at any time during the two year layoff period, he/she may rescind that notification and demand payment of his/her accumulated time. If after two years the Employer has not received notification for payment, from an Employee who has chosen to keep their time with the City of North Ridgeville banked, the Employer shall remit payment to the former Employee for any and all accumulated time, as stipulated in Section E.

ARTICLE 43 MILITARY LEAVE

43.01 Military Leave shall granted and taken in accordance with current State and Federal Standards.

ARTICLE 44 EXECUTION

44.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this 13d day of April, 2015.

FOR THE UNION:

Lucy DiNardo, Staff Representative

Date:

FOR THE CITY:

David Gillock, Mayor

Law Director, Andrew J. Crites

President of Council,

Date:

MEMORANDUM OF UNDERSTANDING
Between
The City of North Ridgeville
And
The Fraternal Order of Police, Ohio Labor Council, North Ridgeville Division

The City of North Ridgeville ("Employer") and the Fraternal Order of Police, Ohio Labor Council, North Ridgeville Division ("FOP") in full resolution of all outstanding issues between the Employer and the FOP for a successor collective bargaining agreement hereby agree as follows:

1. This Agreement shall become effective upon execution of the parties, and shall remain in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2014.

2. Written notice shall be given at least ninety (90) calendar days prior to December 31, 2014, by either party requesting a change or termination of this Agreement. If written notice is not given within this time period, this Agreement shall continue in full force and effect from year to year until such notice is given at least ninety (90) calendar days prior to December 31st of any subsequent year.

3. The Parties agree to all of the Tentative Agreements appended hereto.

4. The Parties agree to a wage reopener for wages only for the purpose of negotiating wage rates for the 2014 calendar year.

5. The Parties agree to withdraw all other outstanding proposals.

6. Upon ratification of this Memorandum of Understanding by the FOP the parties will work together to finalize the successor collective bargaining agreement to file with the State Employment Relations Board.

FOR THE EMPLOYER

Andrew Crites Law Director

4/21/15
Date

FOR THE UNION

Lucy DiNardo, Staff Representative

April 23/15
Date

APPENDIX A

PHYSICAL FITNESS INCENTIVE PROGRAM

A.01 Any employee who takes the physical fitness test (must participate in all four events) will be paid a minimum two (2) hours at time and one-half (11/2) of his normal pay.

A.02 Employees who take and pass the department's physical fitness test will be awarded an additional five (5) hours per month compensatory time to be placed in the employee's comp bank. In order to "pass" the department's physical fitness test, an employee must participate in and must score at least the minimum allowable score in each of the four events. The minimum allowable scores shall be as follows:

1.	Run	5 points
2.	Pull Ups/Hang	1 point
3.	Sit Ups	1 point
4.	Bench Press/Push Ups	1 point

A.021 Employees attaining a score of twenty-one points or more for male employees, and seventeen points or more for female employees (who have opted for the hang test), would only be required to test one time per calendar year to be considered as being in compliance with the program requirements. Those employees who fail to attain the above scores must pass two fitness tests per calendar year to be considered in compliance with program requirements.

A.022 It is further understood that the term "to take and pass the test" means that employees must be in compliance with departmental mandatory physical fitness standards from year to year. Employees who are in compliance with physical fitness standards by the end of each year, shall be considered in compliance into the next year, and are eligible to receive the compensatory time as noted in this section.

A.023 The parties agree that as this CBA is retroactive to January 1, 2015, those employees who were in compliance from the preceding year into this labor agreement commencing January 1, 2015, are eligible to receive the compensatory time as noted in this section.

A.024 Employees who fall out of compliance with department standards shall stop receiving and shall not receive any further compensatory time until they have successfully completed departmental testing requirements.

A.03 The physical fitness test for Sworn or non Sworn male Officers shall consist of the following events:

A one and one-half (1 ½) mile run, which will be scored as follows:

9 minutes and below	10 points
9:01 to 10:00	9 points
10:01 to 11:00	8 points
11:01 to 12:00	7 points
12:01 to 13:30	6 points
13:31 to 15:00	5 points

Pull ups, which will be scored as follows:

14 pull ups	5 points
13 to 11 pull ups	4 points
10 to 8 pull ups	3 points
7 to 5 pull ups	2 points
4 to 2 pull ups	1 point

Sit ups, which will be scored as follows:

80 sit ups	5 points
70 sit ups	4 points
60 sit ups	3 points
50 sit ups	2 points
40 sit ups	1 point

Bench Press, which will be scored as follows:

Body weight for 5 repetitions or 25 pounds over body weight for 1 repetition	5 points
Body weight for 4 repetitions	4 points
Body weight for 3 repetitions	3 points
Body weight for 2 repetitions	2 points
Body weight for 1 repetition	1 point

A.04 The physical fitness test for Sworn female Officers shall consist of the following events:

A one and one-half (1 ½) mile run, which will be scored as follows:

9 minutes and below	10 points
9:01 to 10:00	9 points
10:01 to 11:00	8 points

11:01 to 12:00	7 points
12:01 to 13:30	6 points
13:31 to 15:00	5 points

Pull-ups, which will be scored as follows:

11 pull-ups	5 points
7 pull-ups	4 points
4 pull-ups	3 points
1 pull-up	2 points
30 second hang test	1 point

Sit ups, which will be scored as follows:

80 sit ups	5 points
70 sit ups	4 points
60 sit ups	3 points
50 sit ups	2 points
40 sit ups	1 point

Bench Press, which will be scored as follows:

15 pounds over body weight for 1 rep		5 points
65% of body weight for	5 reps	5 points
	4 reps	4 points
	3 reps	3 points
	2 reps	2 points
	1 rep	1 point

A.05 The physical fitness test for non Sworn female Officers shall consist of the following events:

A one and one-half (1 ½) mile run, which will be scored as follows:

9 minutes and below	10 points
9:01 to 10:00	9 points
10:01 to 11:00	8 points
11:01 to 12:00	7 points
12:01 to 13:30	6 points
13:31 to 15:00	5 points

Pull-ups, which will be scored as follows:

11 pull-ups	5 points
7 pull-ups	4 points
4 pull-ups	3 points
1 pull-up	2 points

30 second hang test	1 point

Sit ups, which will be scored as follows:

80 sit ups	5 points
70 sit ups	4 points
60 sit ups	3 points
50 sit ups	2 points
40 sit ups	1 point

Bench Press, which will be scored as follows:

15 pounds over body weight for 1 rep		5 points
65% of body weight for	5 reps	5 points
	4 reps	4 points
	3 reps	3 points
	2 reps	2 points
	1 rep	1 point

OR

Push-ups, which will be scored as follows:

50 push-ups	5 points
40 push-ups	4 points
30 push-ups	3 points
20 push-ups	2 points
10 push-ups	1 point

A.06 Any employee, depending on age category and performance, will receive the following bonus incentive pay for achieving minimum scores as listed below. To receive a bonus incentive pay an officer needs to score the minimum points in each of the events. All incentive pays will be based on the employee's last passing test score of the year.

Age 29 and under		Age 40 to 49
25 points	$400.00	25 to 23 points
24 to 21 points	$300.00	22 to 19 points
20 to 18 points	$200.00	18 to 16 points
17 to 15 points	$100.00	15 to 13 points

Age 30 to 39		Age 50 to 59
25 to 24 points	$400.00	25 to 22 points
23 to 20 points	$300.00	21 to 18 points
19 to 17 points	$200.00	17 to 15 points
16 to 14 points	$100.00	14 to 12 points

This bonus incentive pay scale is for Sworn and non Sworn male officers as well as Sworn female Officers. For non Sworn female Officers, the bonus incentive pay scale drops four (4) points in each category and a score of eight (8) points would be considered a passing score.

In order to receive the bonus incentive pay, an employee must participate in and must score at least the minimum allowable score in each of the four events. The minimum allowable scores shall be as follows:

1.	Run	5 points
2.	Pull Ups/Hang	1 point
3.	Sit Ups	1 point
4.	Bench Press/Push Ups	1 point

A. 07 If an employee furnishes the Chief of Police with a statement from the employee's physician verifying that he/she is not capable of performing the cardio test set forth above due to the employee's injury, but that the employee would be capable of performing the alternate cardio test in spite of such injury, the employee shall be given the option to complete the alternate cardio test. In such case, the employee may not attempt to complete the cardio test set forth above unless his/her physician issues a statement verifying that the employee's injury no longer prevents him/her from performing that cardio test.

Alternate Cardio Test:

15-Minute Period
Airdyne Fitness Test

Less than 4.0 Miles =	0 points
4 Miles to 4.24 Miles =	5 points
4.25 Miles to 4.49 Miles =	6 points
4.5 Miles to 4.74 Miles =	7 points
4.75 Miles to 4.99 Miles =	8 points
5.00 Miles to 5.24 Miles =	9 points
5.25 Miles and greater =	10 points

APPENDIX B

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with you Appointing Authority.

3. If you file your objections, the Appointing Authority will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.

5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

_____
APPOINTING AUTHORITY

If Suspension: _____ days Effective _____/_____/_____
Mo. Day Yr.

If Termination: Effective _____/_____/_____
Mo. Day Yr.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to the Appointing Authority:

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: (Optional) _____

_____

_____

_____

_____

_____

_____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: Date: _____

Appointing Authority Signature: _____