

**State of Ohio**  
**STATE EMPLOYMENT RELATIONS BOARD**  
**Statutory Fact Finding Procedures**

	)	Cases No(s). 2013-MED-10-1283
	)	(Patrol/Dispatch)
Napoleon Police Officers Association,	)	
Local 240, IUPA	)	GREGORY P. SZUTER, FACT FINDER
Labor Organization	)	
	)	
and	)	<b>Report and Recommendation</b>
	)	
City of Napoleon, Ohio	)	
Public Employer	)	

*for the Labor Organization:*

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*Also present on behalf of the Union:*

Jeff Nicely, President  
Jim Augustine, Vice President  
Scott Bockelman, Bargaining Committee  
Brad Marlin, Bargaining Committee

*Also present on behalf of the Employer:*

Monica Irelan, City Manager  
Morgan Druhot, HR Director  
Robert Weitzel, Chief

Hearing Date: August 4, 2014  
Hearing Locale: City of Napoleon, Ohio  
Report Issued : August 29, 2014

## **INTRODUCTION**

The City of Napoleon, Ohio, (herein also "Employer" or "City") and Napoleon Police Officers Association, Local 240, IUPA, (herein "Union" or "IUPA") are parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117 which is a form of advisory interest arbitration relating to establishing the terms for a collective bargaining agreement. This fact finding relates to the successor to the initial collective bargaining agreement ("CBA" or "Agreement") between the Union and the Employer for the term December 1, 2010 to November 30, 2013.

## **UNIT FOR BARGAINING**

The City of Napoleon, Ohio provides law enforcement services of patrol and dispatch in the City. The Department unit also includes Detectives and Dispatchers in the unit. The total number in the unit is 17.

The three command officers and the Chief of the Department are not represented by a exclusive bargaining agent and are among the City's non-bargaining unit (NBU) employees.

Other bargaining units among City employees are the fire fighters (IAFF) and service workers (AFSCME). These two units have reached their agreements with the City for the period beginning December 1, 2013.

The parties met in negotiation for the terms of the CBA in accord with the law using the IBB method which required attention to mutual substantive problem solving. The parties met on December 3, and 19, 2013 and in 2014 on January 14, and on February 3 and 17, and March 6 2014. The undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) by letter of April 11, 2014 pursuant to R.C. 4117.14(C)(3). The City Manager retired and was replaced effective May 1, 2014. One additional meeting was held with the new City Manger.

Monica Ireland, on June 26. Matters still at impasse between the City and the Union were submitted to advisory fact finding. Prior to the hearing the parties entered tentative agreements (TA) resolving several of the issues.

### **ISSUES**

This Fact Finder's Report addresses the following issues at impasse as shown in the Parties' position statements as of the opening of hearing.

1. Article 35 Sick Leave
2. Article 45 Wages
3. Article 52 Duration

### **HEARING**

The evidentiary hearing commenced on August 4, 2014, at Napoleon, Ohio pursuant to the parties' stipulation in accord with O.A.C 4117-9-05(G). Pre-hearing statements of the issues were submitted by timely on August 1, 2014 in conformity with O.A.C 4117-9-05(F). The Parties' stipulation is at **Appendix A**.

### **MEDIATION**

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. 4117.14 (C)(4)(f). After a good faith attempt to mediate the positions, the impasse was resolved as to all open issues as set out in the agreed award below.

### **CRITERIA**

In compliance with Ohio Revised Code § 4117.14C(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings contained in this report:

1. Past collective bargaining agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the

bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interest and welfare of the public, the ability of the public Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful Authority of the public Employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

For issues that became agreed by mediation and otherwise, the stipulations of the Parties, are the operative criteria.

## REPORT AND RECOMMENDATION

**ISSUE: Tentative Agreements**

**CONTRACT SECTIONS:** various

**POSITIONS: The Employer:** The Employer has agreed in separate documents to tentative agreements on several of the issues before the start of hearing on the merits. Others were mutually withdrawn.

**POSITIONS: The Union:** The Union has agreed has agreed in separate documents to tentative agreements on several of the issues before the start of hearing o the merits. Others were mutually withdrawn.

**FACT FINDINGS :** The Tentative Agreements reported are those listed at **Attachment B**.

**ISSUE Tentative Agreements Recommendation:** The Fact-Finder recommends those agreements and changes. Those open terms that were not subject to tentative agreements but that were placed before the Fact Finder are subject to fact finding herein.

**ISSUE: No. 1. Sick Leave**

**CONTRACT :** Article 35. Sick Leave / Article 36 Bereavement Leave

**POSITIONS: The Employer's Proposal :** The Employer proposed language that the current language at Sec.35.5.C in which the term "domestic partner" appears be modified to eliminate that term and to eliminate its definition also found in that section. All other portions of Article 35 are

proposed to be unchanged. This term is also incorporated into Article 36, Bereavement Leave.

**POSITIONS: The Union's Proposal:** The Union proposed to retain the language on "domestic partner" which had been agreed by the parties in the prior negotiations.

**FACT FINDINGS:** The City argues the provision had been agreed in the last contract in the interest of one person who is no longer with the City. It never been made use of even by that person. It also argues that the Ohio Constitution, Art. XV Sec. 11 prohibits local law from establishing a status that approximates marriage as recognized by the State.

The Union agrees it has never been used and agrees how the term was inserted. It argues that this was a negotiated term and there is no reason to remove it except for political pressure on the Employer. It is limited to sick days and bereavement days and has no effect on healthcare or leaves of absence. It argues that it may be used for same or different sex partners who are not legally married.

**ISSUE 1 Recommendation:** After mediation the Union modified its proposal in response to the City's other proposals and receded from its objection to remove the "domestic partner" language. The City's proposal was agreed in mediation in consideration for other agreements. **Appendix C.**

#### **ISSUE: No. 2. Wages**

**CONTRACT :** Article 45 Wages

**POSITIONS: The Employer's Proposal :** (3.5% in 3 years overall)

2014	1.0% upon execution
2015	1.0% (12/2014)
2016	1.5% (12/2015)

**POSITIONS: The Union's Proposal:** (6% in 3 years overall )

2014	2% (retroactive 12/2013)
2015	2% (12/2014)
2016	2% (12/2015)

#### **FACT FINDING :**

The Union's proposal was made against the backdrop of the State Auditor's report on the City's finances. That report made a number of findings including that the Unit was underpaid by 13% based on comparable municipalities. The 6% over three years was an effort towards eliminating this difference. Another recommendation was that the City eliminate the dispatch function and that the Sheriff provide the service. That issue was presented by Council to the voters on an advisory ballot and it failed. The Union's point is that the City took the Audit seriously on that score which demonstrated the credibility of the recommendations on the wages. The Union argues that the City is able to pay and still has a "rainy day fund." In addition it rejected anything less than retroactivity for 2014.

The City answered that the State Audit did not use SERB comparables in Northwest Ohio but used communities selected statewide "peers" from those cities that the former City Manager was familiar with through committee contacts. Those are not the comparisons made for collective bargaining. Based on the standard collective bargaining comparisons the City Department is not underpaid. The City must also consider internal comparisons. Both the IAFF and AFSCME units received a wage freeze but for the concessions made that could fund an increase. These were in the overtime area where the other units agreed to implement the State Audit recommendations on overtime. The Police Department did not agree to any similar overtime adjustments. The City NBU employees received a 1.5% for 2014 with overtime strongly curtailed. That included the Police Lieutenants. The City argues that its expenses are increasing more than the revenues. The unencumbered cash balance has been declining and is currently budgeted for December 31, 2014 to be under \$1.0 million, probably under \$0.5 million. That is what the Union calls the rainy day fund but it is the carryover balance to start the year and will fund only a month or less based on the budget trend.

The Union countered that both the parties spend a great deal of time brainstorming some method of having overtime changes similar to the other represented units and that neither party could find a workable solution. AFSCME permitted leaving early if the shift work finished early which does not apply to the Department and the IAFF unit received Kelly days, also not applicable to 40 hour workweek of the Department. The City agreed to the efforts made in bargaining on overtime and both identified certain non-mandatory changes made for advance scheduling of overtime and for coming in early both of which were achieved.

The City proposal of 3.5% over three years is back weighted (the largest change in the out year ie. 1.5%) and did not include retroactivity in the first year. Consequently it was not a full weighted 3.5%. On the other hand the Union did receive economic improvement in tuition reimbursement and uniform payments amounting to a total new money benefits of \$550.00, the equivalent of slightly over 1%. (cf. TA Art. 39.4 and 40.4. Appendix B) The delay in reaching agreement affecting retroactivity was the time commitment needed for IBB and the retirement of the City Manager, neither of which are the Union's doing exclusively.

**ISSUE 2 Recommendation:** As to Issue 2, Wages (Article 45), the City's modified Proposal after mediation is recommended. See **Appendix D:**

2014 1.5% (retroactive 12/2013)

Signing Bonus of \$300.00 per employee (gross) effective (latest) second pay period after ratification

2015 1.5%(12/2014)

2016 1.0% (12/2015)

**ISSUE: No. 4. Duration**

**CONTRACT :** Article 52 Duration

**POSITIONS: The Employer's Proposal :** Effective date December 1, 2013 to November 30, 2016 (except wages effective on execution)

**POSITIONS: The Union's Proposal:** Effective date December 1, 2013 to November 30, 2016

**FACT FINDING :**

Both parties agreed to the Proposal of the Union as to duration is related and will be ordered.

**ISSUE 4 Recommendation:** As to Issue 3, Duration (Article 52), the Union's final proposal is recommended. See attached **Appendix F**.

Made and entered at Cuyhoga City, Ohio  
August 29, 2014



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Gregory P. Szuter, Fact Finder

**PROOF OF SERVICE:**

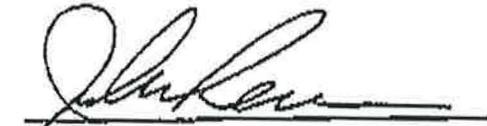
The foregoing has been sent by electronic mail via the internet on August 29, 2014 to both Napoleon Police Officers Association, Local 240 IUPA and the City of Napoleon in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

**APPENDIX A**

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:	:	CASE NO.: 2013-MED-10-1283
	:	
	:	
	:	Fact Finder Gregory Szuter
	:	
NAPOLEON POLICE OFFICERS'	:	WAIVER
ASSOCIATION, LOCAL 240,	:	
INTERNATIONAL UNION OF	:	
POLICE ASSOCIATIONS,	:	
Employee Organization,	:	
	:	
and	:	
	:	
CITY OF NAPOLEON,	:	
Employer.	:	

Now comes Napoleon Police Officers' Association, Local 240, International Union of Police Associations and City of Napoleon in case number 2013-MED-10-1283 and hereby waive the requirement that a fact finding recommendation issue within a fourteen (14) day period after the appointment of Gregory Szuter as the fact finder and as set forth at Ohio Revised Code Section 4117.14(C)(5).

  
John M. Roca  
for Napoleon Police Officers'  
Association, Local 240

  
Fred Lord  
for City of Napoleon

**APPENDIX B**

SUMMARY OF NAPOLEON POLICE OFFICERS NEGOTIATIONS

Employer

Article 9.4 Step 4: Change from seven (7) to fifteen (15) qualified and impartial arbitrators affiliated with the National Academy of arbitrators.

Delete 9.6 and reserve article number. (City's right to arbitration hearing)

Article 18 and 19 FMLA and other employment. Add to 18.1 While on FMLA or sick leave an employee can work other outside employment with the Chief of Police approval

Article 29.2 Delete Municipal Golf Course for ½ off memberships and delete greens fees or cart fees at the Municipal Golf Course.

Article 30.2 Preference for Acting Time –

A. The employee who is the most senior on the most current promotional eligibility list, in the next lower rank, shall be assigned as the acting supervisor.

B. If there is no employee on the most current promotional eligibility list working the affected shift, the Chief of Police or his designee shall appoint the acting supervisor.

C. If the preceding requirements of A. and B. above are not met, the employee on the affected shift who has the most seniority in the next lower rank shall be assigned as the acting supervisor.

NPOA

Article 25.1 Hours of Work

Add to the 3<sup>rd</sup> paragraph: In addition, a bargaining unit member may voluntarily choose to waive the seventy two (72) hour notice provision set forth herein. The Chief will document all such voluntary waivers.

Article 26.2 Scheduled Overtime

After 3<sup>rd</sup> paragraph add: Any time a bargaining unit member is forced to work in excess of thirteen (13) consecutive hours, all time worked in excess of thirteen (13) consecutive hours shall be paid at the rate of two (2) times the employees regular rate of pay.

Article 26.3 Call in Procedure

Delete: ~~If Dispatchers are required to work sixteen (16) hours, they will be given one (1) additional ODDO day.~~

Add new paragraph as the end of 26.3: After having worked eight (8) hours in a twenty four (24) hour period, a bargaining unit member may request permission to leave early. Such permission may be granted by the Chief or his designee.

Article 31.1 ~~XXXXXX~~ General

MOU (on a trial basis for a year) will include a provision when trading shifts, the 72 hour notice of 25.1 will not be applied. Suspend "C" below during the trial basis.

Article 31.3 Rules Regarding Trading Days Off

The following rules shall prevail for trading days or shifts off:

- A.) There shall be no trades involving more than two (2) employees; and,
- B.) All trades shall have the approval of the Police Chief, or his designate; and,
- C.) Officers may trade only with another Officer; and,
- D.) ~~No additional trades shall be made by an employee until the first trade day has been repaid, and,~~ Two (2) consecutive days in the same week, and,
- E.) Trades may not be used to permanently change shifts or subvert the shift bidding seniority process.

Article 39.4

Uniforms and components thereof shall be provided by the city at no cost to bargaining unit employees.

~~A shoe/boot~~ An equipment/uniform allowance up to ~~one hundred fifty dollars (\$150.00)~~ two hundred dollars (\$200.00) per fiscal year, shall be reimbursed to any Patrol Officer with the submission of a receipt. Said allowance shall be used to purchase shoes/boots and other non-durable items ~~to the Chief of Police,~~ with approval of the Chief of Police. Dispatchers to receive ~~seventy five dollar (\$75.00)~~ one hundred dollars (\$100.00) boot or shoe allowance over the life of the contract.

Article 40.3 Training and Education

D.) Additional Education. Employees shall be eligible to receive an amount not to exceed One Thousand Five Hundred Dollars ~~(\$1,000.00)~~ (\$1,500.00) /year as reimbursement for costs of college, correspondence or other ~~job-related~~ courses that benefit the City, or such costs of said college, correspondence or other ~~job-related~~ courses that benefit the City not to exceed the same amount may be paid directly to the person or firm conducting same, subject to the express written approval of the Chief of Police, and subject to its being taken on other than City time or at City expense. Application for such costs reimbursements must be submitted by the employee to the City Manager for approval or disapproval prior to the beginning of said schooling. Such application shall include all relevant dates for said schooling, a description of the schooling...

Housekeeping

Article 3.1 General

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation, disability, ~~and/or~~ Military or Veteran status ~~and/or genetic history~~. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Article 40.4

Appropriate paid leave for time off, not to exceed seven (7) days aggregate, shall be granted for employees to use anytime during the year ~~Management when deemed to be in the best interest of both parties;~~ for the purpose of attending

3/14/2014

SUMMARY OF NAPOLEON POLICE OFFICERS NEGOTIATIONS

educational programs related to Labor-Management when deemed to be in the best interest of both parties; however, it shall require the express written approval of the City Manager.

**APPENDIX C**

**ARTICLE 35**  
**SICK LEAVE**

**Section 35.1. CREDITING OF SICK LEAVE.** Current agreement.

**Section 35.2. RETENTION OF SICK PAY.** Current agreement.

**Section 35.3 EXPIRATION OF SICK LEAVE.** Current agreement.

**Section 35.4. CHARGING OF SICK LEAVE.** Current agreement.

**Section 35.5. USES OF SICK LEAVE.**

Sick leave shall be granted to an employee only upon approval of the City and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family; or,
- B. Medical examination or treatment of employee or a member of his immediate family which requires the employee, and which cannot be scheduled during non-working hours. The employee shall be required to produce satisfactory documentation that the examination or treatment could not be scheduled during non-working hours. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others; or,
- C. Pregnancy and/or childbirth and other conditions related thereto.

For the purpose of this Section, immediate family shall include the employee's father, mother, spouse, ~~domestic partner~~, child, or stepchild in the employee's residence. The immediate family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his or her immediate family, except as may be approved by the City Manager in unusual and exceptional circumstances.

~~For purposes of this section, a domestic partner is an individual in a relationship which meets the following criteria:~~

- ~~1. Each domestic partner is at least eighteen (18) years of age.~~
- ~~2. Neither domestic partner is legally married to another person.~~
- ~~3. The domestic partners are not related by blood closer than would bar marriage in the State of Ohio.~~

**SICK LEAVE (continued)**

- ~~4. The domestic partners share an exclusive, committed relationship that is intended to be permanent.~~
- ~~5. The domestic partners share a mutual obligation of support and responsibility for each other's welfare.~~
- ~~6. The domestic partners currently share a principal residence.~~
- ~~7. The domestic partner relationship has existed for 12 months.~~

~~In addition, a domestic partner for purposes of this section shall also provide evidence of one of the following:~~

- ~~1. They have a common or joint ownership of residence.~~
- ~~2. They have a current lease for a residence identifying both applicants as tenants.~~
- ~~3. They jointly own a motor vehicle.~~
- ~~4. They have a joint bank account or credit union account.~~
- ~~5. They have a joint credit account.~~
- ~~6. They have identified each other as primary beneficiaries in their wills.~~

~~Upon termination of the domestic partner relationship, a bargaining unit employee will immediately notify the City in writing. Forms will be made available by the City for the declaration and/or termination of a domestic partnership. These forms must be completed by bargaining unit employees.~~

~~Bargaining unit employees who wish to avail themselves of the domestic partner relationship benefits as described above, must certify that relationship to the City twelve (12) months prior to receiving benefits. Bargaining unit employees who are in the employ of the City at the time of the effective date of this agreement must also submit the certification detailed above; however, they shall not be required to wait twelve (12) months to receive the benefit.~~

**Section 35.6. EVIDENCE REQUIRED FOR SICK LEAVE.** Current agreement.

**Section 35.7. NOTIFICATION BY EMPLOYEE.** Current agreement.

**Section 35.8. ABUSE OF SICK LEAVE.** Current agreement.

**Section 35.9. PHYSICIAN STATEMENT.** Current agreement.

**SICK LEAVE** (continued)

**Section 35.10. PHYSICAL EXAMINATION.** Current agreement.

**Section 35.11. RETIREMENT SICK LEAVE CONVERSION.** Current agreement.

**Section 35.12. SICK LEAVE CONVERSION TO VACATION HOURS.** Current agreement.

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**36 BEREAVEMENT LEAVE**

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**36.1 GENERAL**

An employee shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave of absence will be granted between the day of death until and including the day of the funeral, not to exceed three (3) calendar days and shall not be charged against the employee's accumulated sick leave.

**36.2 NOTIFICATION REQUIREMENTS**

The employee must notify his supervisor of the purpose of his absence not later than one (1) hour prior to his scheduled starting time on the employee's first day of such absence from scheduled duty. The employee may be asked to provide to the Chief of Police verification of the death, relationship, and funeral date.

**36.3 IMMEDIATE FAMILY DEFINED**

Immediate family shall be defined as the employee's grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, stepchild, grandchild, or legal guardian or other person who stands in place of a parent. ~~The definitions and requirements for a domestic partner relationship set forth at Section 35.5 of this contract shall be applicable to a domestic partner in this section.~~

**36.4 LEAVE FOR OTHER FAMILY FUNERALS**

An employee shall be granted a one (1) day leave of absence with pay to attend the funeral of the employee's spouse's brother, sister grandparent(s) or the employee's son-in-law, daughter-in-law, aunt or uncle, niece or nephew subject to the provisions of Section 36.2 of this Article.

**36.5 DISCRETIONARY ADDITIONAL BEREAVEMENT LEAVE**

Additional leave may be granted, at the discretion of the Chief of Police, for travel or such other related purposes, with such additional leave days being deducted from the employee's accumulated sick leave balance at the rate of one (1) accumulated sick leave day deducted for each one (1) day of sick leave used.

**36.6 OTHER RELATIVES**

In the event of the death of any other relative of an employee, the employee shall, upon request, be excused without pay for one (1) day to attend the funeral. In lieu of excused without pay, the employee may use an unused personal day.

**APPENDIX D**

Contract No. 2011-  
Napoleon Police Officers Association, IUPA, AFL-CIO Local 240 Contract

**45 WAGES**

**45.1 PAY STEPS**

All pay steps shall be as set forth below:

Existing pay steps on December 15, 2009: ~~15, 2009~~ **23, 2013**

	A 0-1 Yr	A Annual	B 2-3 Yr	B Annual	C 3-4 Yr	C Annual	D 4-5 Yr	D Annual	E 5-6 YR	E Annual
Dispatcher Probationary	10.76	22380.80								
Dispatcher	14.41	29972.80	15.44	32115.20	16.53	34382.40	17.70	36816.00	18.76	39020.80
Patrol Officer Probationary	12.95	26936.00								
Patrol Officer	17.28	35942.40	18.51	38500.80	19.84	41267.20	21.28	44262.40	22.57	46945.60

All figures to be calculated by the Parties to reflect a 1.5% increase from those shown at 12.24.12 chart.

**2014**

Effective December 26, 2014, all pay steps shall be increased by a two percent (2%) increment as follows:

	A 0-1 Yr	A Annual	B 2-3 Yr	B Annual	C 3-4 Yr	C Annual	D 4-5 Yr	D Annual	E 5-6 Yr	E Annual
Dispatcher Probationary	10.98	22838.40								
Dispatcher	14.70	30576.00	15.75	32760.00	16.86	35068.80	18.05	37544.00	19.14	39811.20
Patrol Officer Probationary	13.21	27476.80								
Patrol Officer	17.63	36670.40	18.88	39270.40	20.24	42099.20	21.71	45156.80	23.02	47881.60

All figures to be calculated by the Parties to reflect a 1.5% increase from those shown at 12.23.14 chart above.

**2015**

Effective December 24, 2015, all pay steps shall be increased by a two percent (2%) increment as follows:

	A 0-1 Yr	A Annual	B 2-3 Yr	B Annual	C 3-4 Yr	C Annual	D 4-5 Yr	D Annual	E 5-6 Yr	E Annual
Dispatcher Probationary	11.20	23296.00								
Dispatcher	14.99	31179.20	16.07	33425.60	17.20	35776.00	18.41	38292.80	19.52	40601.60
Patrol Officer Probationary	13.47	28017.60								
Patrol Officer	17.98	37398.40	19.26	40060.80	20.64	42931.20	22.14	46051.20	23.48	48838.40

All figures to be calculated by the Parties to reflect a 1.0% increase from those shown at 12.14 chart above.

For purposes of this section, Detective shall be included within the classification of Patrol Officer.

SECTION 45.2 Progression in Steps [current agreement]

SECTION 45.3 Certification Pay [current agreement]

SECTION 45.4 Detective Pay [current agreement]

SECTION 45.5 Signing Bonus. Effective the second pay period after ratification by the later 91 of the two parties of this agreement in 2014 if not practicably earlier, each employee shall receive a one time non-recurring payment of \$300.00 in gross.

**APPENDIX F**

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**52 DURATION OF AGREEMENT**

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**52.1 GENERAL**

December 1, 2013

- A.) This Agreement shall be effective retroactive to ~~January 1, 2011~~ and shall remain in full force and effect until and through November 30, ~~2013~~; 2016; provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party pursuant to Paragraph B of this Section.
- B.) If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C.) The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right to make demands and proposals in any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the employees and the union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D.) Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.