

AN AGREEMENT

between

THE CITY OF NORTH ROYALTON, OHIO

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

DISPATCHERS

EFFECTIVE: January 1, 2013

EXPIRES: December 31, 2015

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, Ohio, hereinafter referred to as the “Employer”, and the Ohio Patrolmen’s Benevolent Association, Inc., hereinafter referred to as the “Union.

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 now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton; 4) To avoid any interruption or interference with the efficient operation of the Employer’s Business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the positions of dispatcher, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 4

DUES DEDUCTIONS AND AGENCY SHOP

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employee in the Department of whom the Employer is currently deducting dues.

4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its constitution and bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the new or subsequent pay.

4.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction, shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

4.05 All members of the bargaining unit shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a service fee to the Union in an amount not to exceed the annual dues for membership in the Union, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

4.06 In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction".

4.07 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages, if not caused by the Employer's negligence, which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

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, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting, time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work 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; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities 13) consolidate, merge, or otherwise transfer any and all of its facilities, property, processes 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; 14) terminate or eliminate all or any part of its work or facilities.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

5.03 General policies, procedures and rules or regulations which are to be of continuing duration, excluding special orders and changes in same, shall be in writing.

ARTICLE 6

NO-STRIKE

6.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, workstoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, workstoppage, walkout, or their concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Article, provided that the Union meets all of its obligations under this Article.

6.03 It is further agreed that any violation of the above shall be sufficient grounds for immediate discharge or other disciplinary action.

6.04 The employer agrees that it will not lock-out any employee for the duration of this Agreement.

ARTICLE 7

NON-DISCRIMINATION

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

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

7.03 The Employer agrees that its rules, policies and procedures shall be applied fairly and in like manner for all dispatchers without regard to bargaining unit status.

ARTICLE 8

PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of one (1) year. 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.

8.02 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.

8.03 Any employee on unpaid personal leave of absence, excluding Family Medical Leave, shall not accrue seniority during such leave.

8.04 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 paragraphs 8.01, 8.02 and 8.03.

ARTICLE 9

ASSOCIATION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of the representative. The Union recognizes the operation needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this paragraph, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the regular hourly rate for the time spent in the good faith processing of grievances at any meetings at which the Employer or employee requests a representative to be present when such employee is entitled to representation under this Agreement.

9.02 The Employer shall furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

10.01 There shall be a labor-management committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The committee may meet on the request of either party, but at least quarterly, unless waived, to discuss matters of mutual concern, excluding negotiated issues. The Union may raise scheduling concerns at any labor management meeting. The committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE 11

DUTY HOURS

11.01 The regular workweek for all employees shall be forty (40) hours per week on shifts of eight (8) or ten (10) hours per day, according to Departmental needs at Employer's discretion. However, changes in the makeup of the workweek (of 8 or 10 hours shifts) will occur only prior to shift bidding. Employees may request a shift exchange for specifically approved purposes, for a definite period of time, which may be approved at the sole discretion of the Employer. Employees shall not be scheduled to work double shifts as a part of the normal scheduling procedure.

11.02 An employee shall not normally be required to change scheduled duty hours once a schedule has been approved of by the Chief, without seven (7) days advance notice, or unless an unusual circumstance occurs. Advance notice will include a dispatcher logging the entry of the changes. The Employer will make a reasonable attempt to notify the employee of such change and the date of notice of a schedule change will constitute the first calendar day under this provision.

11.03 Scheduling for the Police Dispatchers, except non-probationary employees, shall be by seniority. Shifts will not rotate. Scheduling will be bid in yearly blocks divided into four (4) separate quarters in which the members will select a preferred quarterly shift by seniority, for a total of four quarterly picks. Probationary employees shall be scheduled at the discretion of the Police Chief.

11.04 Any employee assigned and required to attend a job related school, seminar or training session, except probationary employees attending mandatory courses shall be considered on duty during actual travel time, and be compensated at an appropriate straight time rate to include travel expenses and reimbursement for meals in accordance with current City policy.

11.05 Full-time Dispatchers shall be permitted to trade daily shifts with another full-time dispatcher provided the following criteria are met:

- (a) employees must request and obtain approval from the Employer for shift trades;
- (b) all shift trades between employees occur within the 40 hour workweek;
- (c) no overtime is generated from the shift trades
- (d) shift coverage is properly maintained; and

- (e) shift trades under this provision shall be limited to four (4) days/trades per quarter.

ARTICLE 12

OVERTIME

12.01 All employees while on active duty status, when performing assigned work in excess of forty (40) hours per week, or in excess of their assigned shift of eight (8) or ten (10) hours per day shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or compensatory time computed at the same rate for future use, as approved by the Chief.

12.02 Any overtime hours worked may be paid in additional wages at the schedule overtime rates or the compensatory time may be carried over to the next calendar year, as the employee may elect. Should the Employer determine it necessary that employees accumulate compensatory time instead of receiving cash payment for overtime, due to financial circumstances, the employee will be notified of such determination prior to his actual working of said overtime. Accumulated compensatory time usage shall be subject to the approval of the Chief and shall not take preference over authorized vacation time.

12.03 The Employer, may buy out compensatory time by designating a cap on compensatory time, and making a payment for all hours earned by every employee over and above the cap, but at no time shall the cap be less than one hundred sixty (160) hours.

12.04 Any employee who works two (2) consecutive work shifts and calls in sick instead of working his next regularly scheduled work shift shall not be paid the above overtime rates for the second shift worked, unless such employee supplies the Employer with a valid physician's statement that he was sick and unable to work or takes a physical exam from a physician appointed and paid by the Employer certifying such employee was sick and unable to work. The Employer shall decide whether the employee must supply a physician's statement or take a physical examination.

12.05 Employees who are called in to attend court shall receive a minimum of two (2) hours of pay at the straight time rate and all employees called in for other than court time shall receive a minimum of three (3) hours of pay at the straight time rate or three (3) hours of work, providing such times do not abut the employee's regularly scheduled workday.

12.06 If an employee is placed on standby status by the Employer, that employee will receive a minimum of two (2) hours pay, or one (1) hour pay for every four (4) hours of such duty, whichever is greater.

12.07 Any employee who is assigned and actually performs the function of communications training-officer will receive one-half (1/2) hour pay at the overtime rate or compensatory time for each tour of duty acting as a communications training-officer.

ARTICLE 13

SICK LEAVE

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

13.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount.

13.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

13.04 Sick leave must be used in segments of a minimum of one (1) hour.

13.05 Before an absence may be charged against 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 and paid by the Employer. In the event, an employee absent for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave.

13.06 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.

13.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Department Head.

13.08 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 and paid 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.

13.09 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 and children. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, grandparents, parents-in-law, brother-in-law and sister-in-law, aunts and uncles.

13.10 An employee who transfers from this Department to another Department of the Employer, shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount or accumulated sick leave shall not exceed the accumulation limit in effect in his new Department.

13.11 Any employee of the Employer hired between April 1, 1983 and December 31, 1988 who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination

from such. other public employer, shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

13.12 Each employee who has accumulated in excess of seven hundred twenty (720) hours sick leave and has not used all the sick leave hours accumulated since December 31st of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the members total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two-thirds must be made immediately after December 31st. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

13.13 An employee eligible for cash payment pursuant to paragraph 13.12, above, may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

13.14 An employee may, at the sole discretion of the Employer, as a result of injury or illness, be assigned light duty work.

ARTICLE 14

SICK LEAVE DONATION

14.01 This program has been established to allow employees to donate sick leave days to fellow employees in the bargaining unit who have been injured on duty or have a prolonged illness, which results in catastrophic circumstances and who have exhausted all sick leave and need to extend their sick leave. Employees must have at least four hundred (400) hours of sick leave accumulated at the time of any donation.

14.02 When an employee or someone on his behalf requests sick leave donation due to catastrophic circumstances, and such employee has exhausted all accumulated sick leave, he shall notify the Employer in writing. The Employer will then post a notice for ten (10) working days informing bargaining unit employees about the request for sick leave donations. No donations shall be made after ten (10) working days. All donations are voluntary.

14.03 An employee with more than four hundred (400) hours of accumulated sick leave may donate up to eighty (80) hour of sick leave to a specific recipient by signing and submitting to the Employer a Sick Leave Donation Form. Only eighty (80) hours per employee per recipient can be donated in a calendar year. Sick

leave donation shall not be permitted when such donation would result in the employee-donor's sick leave accumulation being lower than four hundred (400) hours.

14.04 The recipient shall retain all donated sick leave at the recipient's hourly rate of pay.

ARTICLE 15 **INJURY LEAVE**

15.01 When an employee is injured in the line of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. In order to be eligible for injury leave the employee shall file a Workers' Compensation claim for lost time, i.e., temporary total disability, and shall sign a waiver assigning all sums received by Workers' Compensation to a maximum of ninety (90) days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation denies benefits to the employee, the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future. The ninety (90) day provision contained in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive injuries to the same body part(s) shall not constitute separate injuries.

15.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may; at the Employer's sole discretion, be extended for an additional ninety (90) calendar day periods, or parts thereof.

15.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and Employer's physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

15.04 An employee eligible for cash payment pursuant to paragraph 13.12, above may, at his option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

15.05 All employees are subject to the City's Transitional Work Program Policy.

ARTICLE 16 **JURY DUTY**

16.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary for any work time lost, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 17 **HOLIDAYS**

17.01 All employees shall receive the following paid holidays:

1/2 Day on New Year's Eve
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Friday after Thanksgiving
1/2 Day on Christmas Eve
Christmas Day
Employee's Birthday
Personal days (6)

17.02 In order to be eligible for the above paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday, the first scheduled work day after the holiday or the holiday if the employee is scheduled to work the holiday, unless specifically excused from work by the Department Head or the employee is on any type of paid leave, excluding sick leave. Minimum staffing shall be reduced to one (1) on all enumerated holidays except New Year's Day and Independence Day. On all holidays, one full-time dispatcher will be scheduled and the second dispatcher scheduled may be either a full-time or part-time dispatcher at the discretion of the Employer.

17.03 Employees who do not take the holiday off or are scheduled off shall have the option of electing to take either the time off with pay at a later date or to be paid for the holidays at the straight time rate of pay. All holidays (excluding personal days), not taken off shall be paid for in the first pay period in December. Holidays must be taken in segments of not less than eight (8) hours.

17.04 Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken.

17.05 The personal days must be taken as time off with pay during the year in which they are earned or be forfeited, unless the employee was unable to take the personal day due to the needs of the Department, as determined by the Chief. Personal days may be used in segments of not less than four (4) hours. The employee shall be notified in writing of any such forfeiture by the Chief of Police.

17.06 Any employee required to work on Independence Day, Thanksgiving Day, Christmas Day, Memorial Day or Labor Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay.

ARTICLE 18

VACATIONS

18.01 All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Full-Time Service</u>	<u>Weeks</u>
After one (1) year	Two (2)

After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

18.02 Earned vacation shall be awarded on the employees anniversary date but may be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

18.03 Vacation time shall be taken at a time approved of by the Chief, with the Chief having the right to assign vacation time in those cases where employee(s) fail to take their vacation.

For all vacation requests made during the first quarter of the calendar year, seniority will govern. After that time, vacation requests will be approved on a first come, first served basis.

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

18.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted, shall be deemed forfeited unless deemed otherwise by the Chief and Mayor.

However, upon completion of twenty (20) years service, an employee may reserve two (2) weeks of vacation per year, not to exceed eight (8) weeks, to be paid out upon retirement.

18.06 Any employee of the Employer who was hired prior to January 1, 1989, and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed to transfer his length of full-time service credit to his length of full-time service credit with the Employer.

18.07 An employee may use vacation time in single day increments, up to a maximum of ten (10) days. The remainder shall be used in increments of not less than five (5) days, unless otherwise approved. An employee must request use of single vacation days at least twenty-four (24) hours in advance.

18.08 Employees must use at least two (2) weeks of vacation leave each year. The employee may convert up to one (1) week (5 days) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

ARTICLE 19

FUNERAL LEAVE

19.01 An employee shall be granted time off with pay without deduction from a sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this

Article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brother, sisters, parents-in-law, grandchildren or grandparents.

19.02 Funeral leave may be extended, upon approval, with the use of holidays, vacation days, sick days or compensatory days.

ARTICLE 20 **SALARY SCHEDULE**

20.01 Effective January 1, 2013, all employees will be paid in accordance with the following hourly base rates of pay:

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Dispatcher	\$17.90	\$19.20	\$19.83	\$20.44

20.02 Effective January 1, 2014, all employees will be paid in accordance with the following hourly base rates of pay:

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Dispatcher	\$18.21	\$19.53	\$20.18	\$20.80

20.03 Effective January 1, 2015, all employees will be paid in accordance with the following hourly rates of pay:

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Dispatcher	\$18.53	\$19.87	\$20.53	\$21.16

20.04 All newly hired employees shall be paid at the Step 1 rate during their probationary period (1st year) and move to Step 2 the next year and each year thereafter until they reach Step 4.

20.05 Effective 2013 all full time employees shall be paid an annual professional wage supplement of One Thousand Five Hundred Dollars (\$1,500.00). This professional wage supplement will be paid annually in the first pay period in February in a lump sum amount.

ARTICLE 21 **LONGEVITY**

21.01 Each employee upon the completion of five (5) years of continuous service with the Employer on a full-time basis, shall be paid the amount of one hundred (\$100.00) dollars per year. The payment will be made in lump sum on the first pay period ending after his anniversary date of hire. The amount of longevity shall be paid in accordance with the following schedule:

5 years	\$ 500.00	13 years	\$1,300.00
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6 years	\$ 600.00	14 years	\$1,400.00
7 years	\$ 700.00	15 years	\$1,500.00
8 years	\$ 800.00	16 years	\$1,600.00
9 years	\$ 900.00	17 years	\$1,700.00
10 years	\$1,000.00	18 years	\$1,800.00
11 years	\$1,100.00	19 years	\$1,900.00
12 years	\$1,200.00	20 years	\$2,000.00

21.02 Annual longevity shall be paid by check separate from the employee's normal paycheck.

ARTICLE 22 UNIFORM ALLOWANCE

22.01 All newly hired probationary employees shall receive a uniform allowance in the amount of four hundred twenty-five (\$425.00) dollars within thirty (30) days of his date of appointment providing such uniforms remain the Employer's property and are returned to the Employer if the employee fails to complete his probationary period.

22.02 Each non-probationary employee shall receive a uniform allowance of two hundred sixty-two dollars and fifty cents (\$262.50) to be paid in cash in the first pay period in January and an equal amount to be paid in cash in July each calendar year.

22.03 Items of equipment or clothing necessary to job performance which are damaged, lost, or destroyed while on duty that belong to the employee, shall be replaced or repaired at the Employer's expense, not to exceed one hundred and fifty (\$150.00) dollars per man, per year, and only after approval of the Chief and the Safety Director. Items of clothing, or equipment paid for by the Employer through an individual's purchase order shall be exempt from this provision.

ARTICLE 23 INSURANCE

23.01 The Employer shall provide each employee with either individual or family coverage, as appropriate, with hospitalization and dental coverage as selected by the Employer. The Employer shall have the right to change insurance carriers, providing the insurance coverage is comparable to the existing coverage during the term of this Agreement.

23.02 Effective January 1, 2013 employees shall contribute toward health care premiums. The employee contribution for family coverage shall be \$45.00 per month. The employee contribution for individual coverage shall be \$24.00 per month.

Effective January 1, 2014, employees shall also contribute an additional \$32.00 per month in employee contributions for family coverage (total monthly premium of \$77.00) and an additional \$16.00 per month in employee contributions for individual coverage (total monthly premium of \$40.00 per month).

Effective January 1, 2015, employees shall contribute an additional premium Increase of \$38.00 per month in employee insurance contributions for family coverage (total

maximum monthly premium of \$115.00) and an additional \$16.00 per month in employee insurance contributions for individual coverage. (total maximum monthly premium of \$56.00 per month).

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

23.03 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

23.04 The Employer will provide vision care which will include or reimburse for an eye examination, one pair of eyeglasses or contact lenses for each covered individual and dependent (under the family plan) within policy limits. The Employer reserves the right, in its discretion, to change carriers or to self insure providing the vision care coverage is comparable.

23.05 The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

23.06 The dental coverage shall include a deductible of Fifty Dollars (\$50.00) per employee or One Hundred Fifty Dollars (\$150.00) maximum for family. The annual maximum benefit per covered individual will be \$1,500.00. Orthodontia shall be subject to plan limitations.

ARTICLE 24

MISCELLANEOUS

24.01 In the instance where the Employer requires an employee to submit to a physical or psychological examination, or any other medical test where the results are being supplied to the Employer and placed in the employee's personnel file, qualified medical personnel will conduct the examination. The examination will be paid for by the City and a copy of the results of the examination will be given to the employee tested.

24.02 The Union will be allowed to place one (1) locked bulletin board in the Department for official Union notices. The Union shall be the sole holder of the key to the board. The Employer shall provide locked mailboxes for members of the bargaining unit.

24.03 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board that contains any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Chief prior to the posting of such material.

24.04 When an employee is required to travel more than twenty-five (25) miles outside the City of North Royalton on police business, including but not limited to, attending a training seminar, school, court proceedings, or escorting a prisoner, that employee shall be reimbursed for meals in an amount not to exceed five (\$5.00) dollars for lunch and ten (\$10.00) dollars for dinner, upon submission of receipts.

24.05 Meal allowances shall only be payable when the employee is away for the four (4) middle hours of the day shift or stays overnight and when meals are not being provided by another entity.

24.06 Bargaining unit members may perform secondary details after first having obtained prior written approval from the Police Chief, which approval shall not be unreasonably denied.

24.07 Before any change in policies, procedures, rules or regulations are made, the OPBA Director will be given one (1) week prior notice of any such changes, except in emergencies.

24.08 As soon as practical after the execution date of this Agreement, the Employer shall implement a pension tax deduction procedure so the employee's pension deduction is deducted before income tax withholding is calculated.

24.09 Employees shall be permitted to attend twenty-four (24) hours of training per year. Such request shall be in writing and shall be approved or disapproved in writing as soon as possible, but in no case more than ten (10) calendar days from the date of the submission of the request and, if denied, will state the reasons therefore.

ARTICLE 25

EMPLOYEE RIGHTS

25.01 An employee has the right to the presence and advice of a Union representative and/or attorney at all disciplinary hearing(s) and/or disciplinary interrogation(s).

25.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questions start.

25.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

25.04 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

25.05 An employee shall have the right, upon request, to review any and all of his personnel files and add relevant memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing the file, along with an Employer representative. A request for copies of items included in the file shall be honored. An employee may request removal of specific items in his file, which request would be subject to review and Employer approval on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition and be confidential from the public at large, to the extent permitted by law.

25.06 Where an employee is the subject of an internal investigation that exonerates the employee of any complaints, such investigation shall be held in strict confidence and such investigation shall not be discussed with any person without the investigated employee's approval.

25.07 In the event the Employer is engaged in an investigation of any employee, the Employer will make reasonable attempts to not make any news releases identifying said employee, until a determination regarding the charges has been made by the Employer.

25.08 Citizen complaints which are reduced to writing shall be provided to the employee. This provision applies for citizen complaints which are used for internal purposes only and criminal complaints are not subject to this provision.

ARTICLE 26

DRUG TESTING

26.01 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this Article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

26.02 The Employer may, at its discretion, implement a drug testing procedure for all employees, provided such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer.

26.03 All employees may be required to submit to a drug test on an annual basis and may be subject to one (1) random drug test per year, provided such random test is not done for discriminatory purposes. Prior to any test being administered, the Union and the employees affected shall be informed of which specific drugs are to be tested.

26.04 All laboratory and other fees shall be paid by the Employer, as well as the time spent taking the drug tests, if the employee is off duty.

26.05 The testing procedure established shall protect the employees' individual privacy, ensure the accountability and integrity of specimens, ensure non-discriminatory testing procedure and shall be conducted at a professional laboratory capable of administering such testing.

26.06 All positive screening tests shall be confirmed by a gas chromatography/mass spectrometry (GC/MS) test.

26.07 The results of all initial screening and confirmation tests shall be kept confidential and will not be disclosed to anyone, except the Employer and the employee affected, without first obtaining the written authorization from the employee except as evidence in a disciplinary action or for EAP referral.

26.08 An employee who tests positive for substance abuse on a confirmation test shall be referred to the Employee Assistance Program provided in Article 27 herein. An employee's refusal to participate in such

program or failure to satisfy the requirements of the program shall be subject to disciplinary action, up to and including discharge.

ARTICLE 27

EMPLOYEE ASSISTANCE PROGRAM

27.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity to receive treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer and after completion of such program, the employee is still abusing or resumes abusing such substances, the employee may be subject to disciplinary action, up to and including discharge.

27.02 Employees who voluntarily utilize this program with or without referral. Such voluntary use shall not be the basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with EAP shall be strictly confidential.

27.03 This Section shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose discipline, up to and including discharge. An employee's participation in the EAP does not operate to waive any of the rights granted to him by this Agreement.

ARTICLE 28

FAMILY MEDICAL LEAVE

28.01 Employees may request and be-granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance. Any employee on an unpaid family medical leave of absence, i.e. exhausted all paid leaves, shall not earn vacation leave, holidays, sick leave or any other contractual time off benefit.

28.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this Article.

28.03 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section .01 if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;

- (2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

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 neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 30

HEADINGS

30.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said Article or section nor effect any interpretation of any Article or section.

ARTICLE 31

LEGISLATIVE APPROVAL

31.01 It is agreed beyond between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 32

OBLIGATION TO NEGOTIATE

32.01 The Employer and the Union acknowledge that during negotiations which precede 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 of that right and opportunity are set forth in this Agreement.

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

ARTICLE 33

TOTAL AGREEMENT

33.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions for this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued upon advance notification to the Union and any such modifications or discountenances.

ARTICLE 34

CONFORMITY TO LAW

34.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Civil Service Rules and Regulations and the invalidity of any provision(s), of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving provision.

34.02 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 facts) renders any provision(s) 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 provision(s) thereof had not been included herein.

ARTICLE 35

DURATION

35.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2013, and shall continue in full force and effect along with any amendments made and annexed hereto, until midnight, December 31, 2015

ARTICLE 36

DISCIPLINARY PROCEDURE

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

36.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative (attorney) 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.

36.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

36.04 Discipline shall be imposed only for just cause. The specific acts for 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.

36.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Oral and written reprimands are not subject to this procedure.

36.06 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.
4. the penalty may be imposed concurrent with or subsequent to the predisciplinary hearing decision of the Mayor/Safety Director or designee.

36.07 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) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a union representative (attorney) at every step of the proceeding;

36.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 36.12, until the matter is settled or the arbitrator renders a determination.

36.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority 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 appointing authority is encouraged to hold an informal meeting with the employee 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 appointing authority may offer a proposed

disciplinary penalty. The Employee must be advised before meeting that she/he is entitled to representation by the Union (attorney) during the initial discussion.

- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. 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 appointed authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

36.10 A failure to submit an appeal within 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.

36.11 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 have a Union representative (attorney) as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

36.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

36.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's inquiry or to appeal any form of disciplinary action (e.g., suspension, demotion or discharge) to any Civil Service Commission.

36.14 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for counseling and written reprimands, and twenty-four (24) months after their effective date for suspensions of three (3) days or less providing there is no intervening discipline during these time frames. Suspensions of four (4) days or more will not be considered in future disciplinary actions after forty-eight (48) months providing there is no intervening disciplinary action.

ARTICLE 37

GRIEVANCE PROCEDURE

37.01 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 and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievance shall be settled, if possible, at the lowest Step of this procedure.

37.02 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 them is application or misinterpretation of 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 the bargaining unit actually filing a grievance.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

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

37.03 The following procedures shall apply to the administration of all grievances filed under this 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 said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance 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 locations, with different principals, or associates with an Employer-wide controversy, it may be submitted at Step 2, to the Police Chief, of the Grievance Procedure. Disciplinary grievances/appeals from a Notice of Disciplinary Action shall be submitted at Step 3 (Mayor's level) of the Grievance Procedure.

d) The preparation and processing of grievances shall be conducted during non-working hours.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) The 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 remedy other than provided

by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

g) The time limits provided herein will be strictly adhered to any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

h) 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.

37.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

An employee who believes he may have a grievance shall notify the designated Lieutenant of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his Union director, if the director's presence is requested by the employee, with five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's director, if his presence is requested by the employee, will discuss the issue in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall render his decision in writing within five (5) days of the receipt of the appeal.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, 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 at Step 2. Copies of the written decision 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 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 aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

37.05 The Union's Grievance Committee shall review the employee's grievance in order to determine its merit prior to any filing of the grievance. Should the Union decide the grievance is lacking sufficient merit, it may deny the employee its representational services. Such a denial shall not be made in a perfunctory or arbitrary manner.

ARTICLE 38

ARBITRATION PROCEDURE

38.01 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 rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to mutually agree upon an arbitrator of their own choosing. If such agreement is not reached, then the parties shall jointly request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names. The requested panel of arbitrators will be from Ohio or have a first primary Ohio address. Such list of seven (7) names shall be submitted to the parties and the names will be stricken alternately until one (1) name remains who shall be designated as the arbitrator to hear the grievance in question. Either party shall have the right to reject one (1) list and request a second list of seven (7) names of arbitrators, one of whom shall be selected by the alternate strike method as provided in this section.

38.02 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 an act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

38.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

38.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event the arbitrator renders a "split-award", the arbitrator's fees shall be shared equally.

38.06 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.

38.07 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 Union 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 39

EXECUTION

39.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2013.

FOR THE UNION:

FOR THE EMPLOYER:

The Ohio Patrolmen's
Benevolent Association

The City of North Royalton, Ohio

Kevin Powers

Robert Stefanik, Mayor

Karen Fegan, Finance Director

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Police Chief (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.

Police Chief

NOTICE OF ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Mayor if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

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

Signature: _____ Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____

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 Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Chief.

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

RIGHTS

1. You are entitled to representation by the Union to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 days of receipt of the proposed discipline with the Mayor.
3. If you file your objections, the Mayor will schedule a formal meeting within 10 days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Mayor will report his/her decision within 15 working days following the close of the hearing.
5. You will have 10 days after receipt of the Mayor's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. The cost of the arbitrator will be paid by the losing party.