# AN AGREEMENT

**between**

**THE CITY OF NORTH ROYALTON,**
**OHIO**

**And**

**THE FRATERNAL ORDER OF POLICE**
**LODGE NO. 15**

**(PATROLMEN)**

**Effective: January 1, 2016**
**Expires: December 31, 2017**

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## ARTICLE I 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 Fraternal Order of Police, Lodge No. 15, hereinafter referred to as the "Union".

## ARTICLE II 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 III 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 position of patrolmen, excluding all part-time, seasonal and temporary employees, the Chief, the Captain and personnel. All other employees of the Employer are excluded from the bargaining unit.

## ARTICLE IV DUES DEDUCTIONS

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 of 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 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 V 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 VI 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 VII 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.

## ARTICLE VIII PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of two (2) years. 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 one (1) year. 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 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 IX 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 X LABOR-MANAGEMENT COMMITTEE

10.01 There shall be a Labor-Management Committee consisting of not more than three (3) Union representatives and not more than three (3) Employer representatives. The Committee shall meet on the request of either party to discuss matters of mutual concern, excluding negotiated issues. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

## ARTICLE XI DUTY HOURS

11.01 The regular work week for all employees shall be eighty (80) hours bi-weekly on shifts of eight (8) hours per day. Employees shall not be scheduled to work double shifts as a part of the normal scheduling procedure. The Employer may implement a forty (40) hour workweek on shifts of ten (10) hours per day, according to Departmental needs.

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) calendar days advance notice, or unless an emergency circumstance occurs. Advance notice will include a dispatcher logging the entry of a change. 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 Monthly work schedules must be provided to employees a minimum of five (5) days prior to the effective date of said schedule.

11.04 Scheduling for non-probationary employees in the Patrol Division shall be by seniority. Shifts will not rotate. Probationary employees shall be scheduled at the discretion of

the Employer.

11.05 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.

## ARTICLE XII OVERTIME

12.01 All employees while on active duty status, when performing assigned work in excess of forty (40) hours per week or eight (8) 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. Employees assigned a ten (10) hour work shift shall not be eligible for overtime after eight (8) hours.

12.02 Any overtime hours worked may be paid in additional wages at the schedule overtime rates or the compensatory time may be accumulated 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. Accumulated compensatory time may be taken in increments of not less than one (1) hour.

12.03 Employees who work overtime may, as an alternative to payment for such time, elect to accumulate the time not to exceed two hundred forty (240) hours, to be taken at a later date as compensatory time, providing that such accumulation of compensatory time is at one and one-half (1 1/2) time. At the end of each calendar year, compensatory time banks shall be reduced to 200 hours and compensatory hours between 201-240 shall be paid in the first pay period in January at the prior year's rate of pay.

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 work shall receive a minimum of two (2) hours pay at the overtime rate. The Employer reserves the right to require the employee to work a minimum of two (2) hours. Employees shall receive a minimum of two (2) hours pay at the overtime rate for court. Employees will not be required to stay the two (2) hour minimum by the Employer. Both are provided such times do not abut the employee's regularly scheduled work day.

12.06 When an employee is engaged in an arrest while off duty, that employee will receive pay for the hours spent on such arrest.

12.07 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.

12.08 If shift overtime results from the absence of a scheduled Sergeant, or any absence resulting in a lack of a shift Sergeant, a Sergeant shall have the right of first refusal. If there is no available Sergeant or the Sergeants decline the overtime opportunity, such shift opening will be filled according to Section 12.09.

12.09 Overtime for shift sick calls shall be filled from the shift immediately prior to the shift that is shorted by seniority. If no employee volunteers for the shift, then the least senior officer from the immediately prior shift shall be held over. Calls for shift overtime will be distributed in the following manner: 1) Uniformed patrol officers; 2) Uniformed specialized officers; and 3) Detective bureau. Seniority will be followed through each unit. The Union will be responsible for implementing and conducting the call in procedures with the approval of the Employer, which shall not be unreasonably denied.

## ARTICLE XIII 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; 3) serious injury, illness or death in the employee's immediate family; and/or 4) birth of a child (two week maximum when no medical complications exist).

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 will accumulate in accordance with the provisions of this Article.

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 may be used in segments 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 serious 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 nine hundred (900) 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 member's 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 XIV INJURY LEAVE

14.01 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 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.

14.02 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

14.03 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.

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

## ARTICLE XV JURY DUTY

15.01 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 and compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

## ARTICLE XVI HOLIDAYS

16.01 All employees shall receive the following paid holidays:

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| President's Day | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Christmas Eve (1/2 day) |
| Labor Day | Employee's Birthday |
| Veteran's Day | New Year's Eve (1/2 day) |
| Five (5) Personal Days | |

16.02 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.

16.03 When the above holidays (excluding personal days) fall on a Saturday, the preceding Friday shall be observed as the holiday; when such holidays fall on a Sunday, the immediately following Monday shall be observed as the holiday by all employees normally working a Monday through Friday workweek.

16.04 Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his straight time rate of pay. All days (excluding personal days), not taken off shall be paid for in the first pay period in December.

16.05 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. Holidays must be taken in segments of not less than eight (8) hours. Personal days only may be taken in segments of not less than four (4) hours.

16.06 Any employee required to work July 4th, Thanksgiving Day, or Christmas Day, shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay. Effective 2011 and thereafter, any employee required to work Memorial Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay. Effective 2012 and thereafter, any employee required to work Labor Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay.

**ARTICLE XVII** **VACATIONS**

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

| Length of Full-Time Service | Weeks |
|---|---|
| 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) |

17.02 Earned vacation shall be awarded on the employee's 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.

17.03 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.

17.04 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.

17.05 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 except as provided by Section 17.09.

However, upon completion of twenty (20) years service, an employee may reserve up to two (2) weeks of vacation per year, not to exceed ten (10) weeks, which shall be paid out upon retirement.

17.06 Any employee of the Employer who was hired prior to March 1, 1997, 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.

17.07 An employee may use one-half (1/2) of his vacation time in single day (eight hour) 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 24 hours in advance.

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

17.09 Employees must use at least two weeks of vacation leave each year. The employee may convert up to one 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 XVIII FUNERAL LEAVE

18.01 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, brothers, sisters, grandparents or parents-in-law.

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

## ARTICLE XIX SALARY SCHEDULE

19.01 Effective January 1, 2016, all employees will be paid in accordance with the following rates of pay throughout the year.

| Job Title | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| Patrolman | $ 27.06 | $ 29.16 | $ 31.30 | $ 33.46 |

19.02 Effective January 1, 2017, all employees will be paid in accordance with the following rates of pay throughout the year 2017

| Job Title | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| Patrolman | $ 27.60 | $ 29.74 | $ 31.93 | $ 34.13 |

19.03 deleted.

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

19.05 In the event the Employer assigns an employee as Dog Handler, such employee shall receive an additional Five Hundred Dollars ($500.00) per year, payable the first pay period in March of each year, and twelve (12) hours of compensatory time. The additional compensation and compensatory time are for services rendered on and off duty. The Union and the Employer recognize that all care, grooming, training and feeding of the canine should occur during on-duty time, however, in the event the Dog Handler performs such activities during off-duty hours, the above compensation and compensatory time shall constitute payment for such activities and in lieu of overtime. The parties agree that the employee assigned as Dog Handler shall be the owner of the canine after the police services are no longer required of the canine, and further, the Dog Handler and the Union agree that the Dog Handler shall give care to the canine which is similar to any household pet during off-duty hours. Finally, the Employer shall provide liability coverage for the Dog Handler at all times, on-duty and off-duty, while assigned to work with a canine.

19.06 Employees shall be paid an annual professional wage supplement of Three Thousand Dollars ($3,000). The professional wage supplement will be paid annually in a lump sum amount.

19.07 Employees who are assigned and actually perform the function of field training officer will receive one (1) hour of pay at the overtime rate or compensatory time for each tour of duty acting as a field training officer.

## ARTICLE XX LONGEVITY

20.01 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 Dollars ($100.00) 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 ~~not~~ be calculated into overtime payments and shall be paid in accordance with the following schedule:

| | | | |
|---|---|---|---|
| 5 years | $ 500.00 | 13 years | $1,300.00 |
| 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 |

| | |
|---|---|
| 21st Anniversary | $2,100.00 |
| 22nd Anniversary | $2,200.00 |
| 23rd Anniversary | $2,300.00 |
| 24th Anniversary | $2,400.00 |
| 25th Anniversary | $2,500.00 |

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

## ARTICLE XXI SUPERVISION

21.01 If the Employer determines, it is necessary that a patrolman be designated officer-in-charge for the purpose of replacing a sergeant due to the sergeant's absence, such patrolman shall normally be the senior most patrolman regularly scheduled to work the specific shift affected, unless the Chief determines that a less senior employee on that shift is more qualified to be Officer-in-Charge. Said patrolman shall receive the sergeant's hourly rate of pay for all such hours worked in such capacity. If said patrolman works overtime as the Officer-in-Charge he or she will be paid at the sergeant's overtime rate.

## ARTICLE XXII EDUCATIONAL PAYS

22.01 An employee who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered towards as Associate Degree in Law Enforcement, shall receive additional pay in the amount of Two Hundred Fifty Dollars ($250.00), annually, which shall be payable in the last pay in November of each year.

22.02 An employee who has received an Associate Degree of college credits equivalent to an AA in Law Enforcement, shall receive additional pay in the amount of Five Hundred Dollars ($500.00), annually, which shall be payable in the last pay period in November of each year.

## ARTICLE XXIII UNIFORM ALLOWANCE

23.01 All newly hired probationary employees shall be provided a sufficient number of uniforms as determined by the Employer 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. Upon completion of the probationary period, the employee shall receive a uniform allowance and payable as set forth in Section 23.02.

23.02 Each non-probationary employee shall receive a uniform allowance in the amount of One Thousand Dollars ($1,000.00) each year of the Agreement, payable in equal increments in first pay period in January and first pay period in July each calendar year.

23.03 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 Fifty Dollars ($150.00) 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.

23.04 Any employee assigned motorcycle duty or to the S.E.B. unit shall be paid Two Hundred Dollars ($200.00) in additional uniform allowance.

23.05 The Employer shall contribute up to Eight Hundred Fifty Dollars ($850.00) towards the cost of individual bullet proof vests providing that such individual(s) receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Vests will be replaced every five (5) years or as approved by the Employer. The Union shall provide the Employer with three (3) approved vendors which employees must utilize to obtain bulletproof vests. This provision is effective upon execution of the Agreement in 2007. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting therefrom.

## ARTICLE XXIV INSURANCE

24.01 The Employer shall provide each full time employee with either individual or family coverage, as appropriate, with medical, vision, and dental coverage as selected by the Employer.

24.02 Effective January 1, 2016 and thereafter employee contribution for family coverage shall be 12% of the health insurance premium per month, in 2016 the employee contribution not to exceed $160 per month, in 2017 not to exceed $180 per month. The employee contribution for individual coverage shall be 12% of the health insurance premium per month, in 2016 not to exceed $60 per month, in 2017 not to exceed $66 per month.

All employees shall complete the Health Risk Assessment/wellness program.

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

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

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.

## ARTICLE XXV MISCELLANEOUS

25.01 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.

25.02 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.

25.03 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.

25.04 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 daily meals in an amount not to exceed Twenty Five Dollars ($25.00), upon submission of receipts.

25.05 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.

25.06 Bargaining unit members may perform secondary employment details after first having obtained prior written approval from the Chief of Police.

25.07 The Employer shall provide counseling, at the Employer's expense, to any officer involved in a shooting.

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

25.09 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.

25.10 All benefits contained in this Agreement shall be coordinated and processed through the office of the Chief of Police.

25.11 All employees must, within one year of employment, reside in Cuyahoga County or any adjoining counties.

## ARTICLE XXVI EMPLOYEE RIGHTS

26.01 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 interrogations(s)

26.02 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 starts.

26.03 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 in writing that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

26.04 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.

26.05 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.

26.06 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.

26.07 In the event the City is engaged in an investigation of any employee, the City 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.

26.08 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.

26.09 Whenever an employee receives a written reprimand or when other written disciplinary action is taken which will appear in the employee's personnel file the officer shall be

provided a copy.

26.10 Upon completion of an investigation of a complaint against an employee, the employee shall be notified

26.11 In the course of an internal investigation conducted or contracted by the Employer with a private agency, refusal to submit to a polygraph or voice stress analyzer on advice of counsel, shall not be the basis for separate discipline.

## ARTICLE XXVII DRUG TESTING

27.01 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.

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

27.03 All employees may be required to submit to a drug test on an annual basis and may be subject to one (1) random drug tests 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.

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

27.05 The testing procedure established shall protect the employee's individual privacy, insure the accountability and integrity of specimens, insure non-discriminatory testing procedure and shall be conducted at professional laboratory capable of administering such testing.

27.06 All positive screening tests shall be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) test.

27.07 The results of all initial screening and confirmation test 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 Employee Assistance Program referral.

27.08 An employee who tests positive for substance abuse or confirmation test shall be referred to the Employee Assistance Program provided in Article XXVIII 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 XXVIII EMPLOYEE ASSISTANCE PROGRAM

28.01 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.

28.02 The employees may voluntarily use this program with or without referral. Such voluntarily use shall not be a 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 employees' dealings with EAP shall be strictly confidential.

28.03 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 XXIX PROMOTIONS

29.01 All promotions to the position of Sergeant shall be made in accordance with the following provisions notwithstanding any Civil Service Laws, Rules or Regulations or any other provisions contrary to this Article.

29.02 For each promotional position where a vacancy exist, the Civil Service Commission shall supply a list of three (3) names of those candidates who have successfully passed the promotional exam from highest score down. In the event more than one (1) vacancy exists, an additional name shall be added to the list for each additional vacancy (e.g., two (2) vacancies – four (4) names). The promotional examination shall count as sixty percent (60%) of the employee's total composite score.

Criteria and standards used by the Employer to evaluate promotional candidates for the in-house evaluation shall be reduced to writing and provided to the candidates in advance of the in-house evaluation. Such in-house evaluations will be conducted by the Employer prior to the Civil Service Commission giving the promotional exam to all interested applicants who apply to take the promotional examination. The in-house evaluation shall count as ten percent

(10%) of the composite score to those employees who have successfully passed a promotional examination and are given an Assessment Center Evaluation as set forth in section 29.03.

29.03 The three (3) candidates who score the highest on the promotional examination shall then be evaluated through an Assessment Center Evaluation to determine the candidates potential supervisory, administrative, leadership and other relevant abilities for the position. Such assessment process shall be conducted by the Chiefs of Police Association, when possible, or a professional firm capable of performing such assessments. The Assessment Center shall provide each candidate with a score. This score shall count as thirty percent (30%) of the employee's composite score. Cost of such assessments shall be borne by the Employer.

29.04 Upon receipt and after consideration of the candidates composite score rankings, the candidate possessing the highest composite score as determined by the Civil Service examination, in-house assessment and the Assessment Center shall be appointed to the position.

## ARTICLE XXX FAMILY MEDICAL LEAVE

30.01 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 or employee requests unpaid FMLA leave, shall not earn vacation, holidays, sick leave or any other contractual time off benefits.

30.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve 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.

30.03 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 XXXI GENDER AND PLURAL

31.01 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 XXXII HEADINGS

32.01 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 XXXIII LEGISLATIVE APPROVAL

33.01 It is agreed by and 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 XXXIV OBLIGATION TO NEGOTIATE

34.01 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.

34.02 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 XXXV TOTAL AGREEMENT

35.01 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.

## ARTICLE XXXVI CONFORMITY TO LAW

36.01 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.

36.02 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 XXXVII DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2016 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2017.

## ARTICLE XXXVIII DISCIPLINARY PROCEDURE

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

38.02 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.

38.03 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.

38.04 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.

38.05 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.

38.06 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 is imposed concurrent with or subsequent to the predisciplinary hearing decision of the Mayor/Safety Director or designee.

38.07 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;

38.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 38.12, until the matter is settled or the arbitrator renders a determination.

38.09 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.

38.10 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.

38.11 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.

38.12 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.

38.13 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.

38.14 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 proving there is no intervening disciplinary action.

## ARTICLE XXXIX GRIEVANCE PROCEDURE

39.01 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.

39.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of 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.

39.03 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 effects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3, provided that a copy is submitted to the Police Chief.

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 aggrieved party may choose whomever he wishes to represent him at any step of this Grievance Procedure after Step 1.

g) 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.

h) 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.

i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

39. 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 Lieutenant will schedule an informal meeting with the employee and his Union director, if the director's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Lieutenant 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 decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## ARTICLE XL ARBITRATION PROCEDURE

40.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 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, the union shall request from the American Arbitration Association (AAA) a list of seven (7) names. Such list of seven (7) names shall be submitted to the parties and the names will be stricken alternately until one name remains who shall be designated as the arbitrator to hear the grievance in question. Either party shall have the right to reject one 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.

40.02 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.

40.03 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.

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

40.05 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 of a "split award", the fees of the arbitrator will be divided equally between the parties.

40.06 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.

40.07 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.

40.08 Employees who are reasonably necessary to the resolution of the grievance by providing factual information shall attend the arbitration hearing without the necessity of a subpoena and shall be compensated at the rate of one hour straight time their regular hourly wage. Any request made by either party for the attendance of a witness shall be made in good faith at no time shall the number of employees attending unreasonably effect the normal operations of the Department.

**ARTICLE XLI** **EXECUTION**

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2_____

| FOR THE UNION: | FOR THE EMPLOYER: |
|---|---|
| Fraternal Order of Police, Lodge No. 15 | The City of North Royalton, Ohio |
| _____ | _____ |
| | Mayor |
| _____ | _____ |
| | 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.