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AN AGREEMENT

between

THE CITY OF CHARDON, OHIO

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SERGEANTS)

Effective: March 30, 2020

Expires: March 26, 2023

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Chardon, Ohio, hereinafter referred to as the “Employer” and the Ohio Patrolmen’s Benevolent Association, 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 ensure the orderly and uninterrupted efficient operations of government, the Employer now enters 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 Chardon, Ohio
- 4) to avoid interruption or interference with the efficient operations of the Employer’s business
- 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion

ARTICLE 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 Sergeant, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following sub-paragraphs, 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 all reasonable 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 or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
- 14) terminate or eliminate all or any part of its work or facilities.

4.02 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 work force 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.

ARTICLE V

NO STRIKE

5.01 No employee shall engage in any concerted work stoppage, slowdown, sick-out, wildcat strike, or other job action designed to impair or impede the functions of the Employer.

5.02 Any officer or trustee of the Union, upon notice from the Employer of such job action, shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

5.03 The Employer shall not lock out any member of the bargaining unit.

ARTICLE VI

DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct dues on a regular monthly basis in whatever sum is authorized by the Union from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing their signature.

6.02 Employees who are covered by this Agreement but have not become Union members shall not be required to pay a "fair share fee." In the event any state or federal body with authority over the Employer permits fair share fee or its equivalent, the parties will meet to negotiate this Section of the Agreement within 30 days.

6.03 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6.04 A check in the amount of the total dues or fee deduction shall be tendered to the OPBA within thirty (30) days from the date of making said deductions.

6.05 The Union hereby agrees to hold the Employer harmless from all liabilities of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

6.06 The Employer's obligation to deduct OPBA dues will terminate when an employee separates employment, transfers to a job classification outside the bargaining unit, or properly notifies the Employer and the OPBA in writing that they revoked their dues deduction authorization in accordance with the terms and conditions of the card. Copies of the employees' dues checkoff cards are available from the OPBA upon request.

6.07 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues. Deductions under

the Article will be made during the first pay period of each month, but if the employee's pay for the period is insufficient to cover the OPBA dues, the Employer will make the deduction from the pay earned during the next period or subsequent period wherein the employee's check is sufficient to cover the deduction.

ARTICLE VII NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, gender expression, disability or other characteristic protected by law.

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

ARTICLE VIII PROBATIONARY PERIOD

8.01 All newly hired or promoted full-time sergeants shall have previous OPOTC certification.

8.02 All newly hired employees shall serve a twelve (12) month probationary period. Newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such probationary period, the Employer shall have the sole discretion to terminate such newly hired probationary employee or demote such newly promoted employee(s) to their previous position and any such termination or demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

8.03 If a newly hired employee is terminated, discharged, or quits while on probation and is later rehired, they shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

8.04 Any newly hired or promoted employee shall be notified in writing, within five (5) working days after the end of the probationary period, regarding the status of their employment.

ARTICLE IX BULLETIN BOARDS

9.01 The Employer shall provide the Union with bulletin board space located in the Police Department. The Union shall be responsible for the care, maintenance, and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 9.02, below.

9.02 No notices, memorandums, posters, or other forms of communication

(containing any defamatory, political [except Union election notices], controversial material or any material critical of the Employer or any employee of the Employer) will be posted on the bulletin boards. The Union shall supply one copy of each such posted material to the Chief of Police prior to the posting of such material.

ARTICLE X UNION REPRESENTATION

10.01 Any employee in the bargaining unit has a right to have the Union representative (or their designee) present at any meeting in which disciplinary action is being taken against that employee.

ARTICLE XI LABOR MANAGEMENT COMMITTEE

11.01 To provide for a means of better communication and understanding between the Union and Employer, a Labor Management Committee will be established.

- 1) The Committee will consist of no more than three (3) representatives of the Union and not more than three (3) Employer representatives.
- 2) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern, and to make recommendations to the Union and Employer.
- 3) Meetings will be held at a time mutually convenient to the parties.
- 4) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion topics.
- 5) The President of the Union will notify the Chief of Police as to the association's representatives.
- 6) Within sixty (60) days after the signing of this Agreement, the Committee shall be established.

ARTICLE XII PERSONNEL FILES AND POLICY

12.01 Employees may view their personnel files in accordance with Ohio public records law.

12.02 Should an employee, upon review of their file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employees file so long as the negative material remains.

12.03 Written reprimands will be removed from the file upon the request of the

employee, two (2) years after such reprimand was given if no other disciplinary action has occurred.

12.04 Except in actions to terminate employment, records of disciplinary action resulting in a suspension of up to three (3) days shall cease to have force and effect or be considered in future discipline matters three (3) years after the effective date of the suspension, providing there have been no intervening disciplinary actions.

12.05 Except in actions to terminate employment, records of disciplinary action resulting in a suspension of more than three (3) days shall cease to have force and effect or be considered in future discipline matters five (5) years after the effective date of the suspension, providing there have been no intervening disciplinary actions.

12.06 When requested by an employee, records of disciplinary actions and all related documents, no longer having force and effect (as specified in sections 12.03, 12.04, and 12.05), shall be removed from the employee's personnel file and maintained in a limited access file. This limited access file shall be utilized only for administrative purposes, such as responses and defense to actions filed in any court or administrative agency by the employee or by a third party and public records requests, but in any case shall not be utilized in relation to any decision regarding discipline. Section 12.06 applies to all disciplinary records whenever placed in the employee's personnel file.

ARTICLE XIII SENIORITY

13.01 Employees shall, when practical, be granted a preference in selecting days off for holidays and vacations, and for lay-off and recall.

13.02 Seniority shall commence on the employee's swearing-in date as a full-time Sergeant with the Employer.

13.03 Should two (2) or more employees be sworn-in on the same date, the employee with the highest test score on the entrance exam shall be the most senior.

ARTICLE XIV SICK LEAVE

14.01 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 illness, injury or death of the employee's spouse, children, or parents (including stepchildren and stepparents), or those for whom the employee stands in loco parentis where the presence of the employee is reasonably necessary.

Documentation to verify in loco parentis status is required before sick leave will be granted to evidence that the employee has assumed discretionary parental status and responsibilities for the individual.

14.02 All employees shall earn sick leave at the rate of ten (10) hours per month and may accumulate such sick leave to an unlimited amount.

14.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore as soon as possible but at least three (3) hours before the start of their work shift each day, they are to be absent.

14.04 Sick leave may be used in segments of not less than one-quarter (1/4) hour increments.

14.05 When sick leave abuse may be indicated, 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 them, or may require the employee to be examined by a medical provider designated by the Department Head and paid by the Employer.

In any event, an employee absent for more than two (2) consecutive tours of duty must supply a medical provider's report to be eligible for paid sick leave.

14.06 If an 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.

14.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Examples of pattern abuse include but are not limited to: before and/or after holidays; after pay days; any one specific day; absence following overtime worked; half days; continued pattern of maintaining zero or near zero sick leave balances; and use of more sick leave than granted.

14.08 The Department Head may require an employee who has been absent due to serious personal illness or injury, prior to and as a condition of their return to duty, to be examined by a medical provider designated and paid by the Employer, to establish that they are not disabled from the performance of their duties and that their return to duty will not jeopardize the health and safety of other employees.

14.09 Unless mandated by the FMLA or otherwise authorized by the City Manager, sick leave due to the immediate medical emergency, illness or injury of an employee's spouse and/or child is limited to eighty (80) hours in a calendar year and sick leave due to the immediate medical emergency, illness or injury involving and employee's parent is limited to forty (40) hours in a calendar year.

14.10 Upon the retirement of an employee, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick 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 (600) hours.14.11

Pursuant to the following conditions, employees may be entitled to voluntarily contribute earned, but unused accumulated sick leave for the use of another Police Department employee who has filed a written emergency request for voluntary sick leave contributions. Employees requesting the contributions must exhaust their own sick leave, vacation, and personal leave time due to serious illness or injury prior to receiving any contributions. In addition, the illness or injury must cause the employee to be absent from work for at least forty (40) consecutive hours.

- 1) Prior to requesting sick leave contributions from fellow employees, the affected employee must first obtain written approval from the City Manager. The City Manager's decision is final and not subject to appeal.
- 2) The maximum amount an employee may receive in sick leave contributions for any one incident is two hundred forty (240) hours.
- 3) Any Police Department employee may contribute up to a maximum of forty (40) hours of earned, but unused accumulated sick leave to the requesting employee, but must retain at least two hundred (200) hours after any contribution. Any employee so contributing shall have such contributed time deducted from their sick time balance.
- 4) Any contribution agreement must be in writing and signed by the contributing employee and subject for final approval by the City. A copy of the agreement shall be placed into the employee's personnel file. All time pledged is considered donated.
- 5) Any emergency contributions not used by the requesting employee shall be proportionately returned to all employees who voluntarily contributed to the requesting employee's emergency bank. No donating member may receive time back greater than what was donated.

14.12 The City Manager reserves the right, if in their discretion physical problems appear to interfere with the performance of the employee, to require an employee to submit to a physical examination by a medical provider of the Employer's choice, the

cost of the physical examination to be at the Employer's expense. At a minimum, each employee may be required to submit to an annual physical by a medical provider of the Employer's choice, the cost of the physical examination to be at the Employer's expense.

ARTICLE XV VACATIONS

15.01 All employees shall be entitled to paid vacations in accordance with the following schedule:

Length of Continuous Service	Maximum Weeks	Maximum Hours
After 1 yr. through 4 yrs.	2	80
5 yrs. through 11 yrs.	3	120
12 yrs. through 17 yrs.	4	160
18 yrs. or more	5	200

15.02 A regular full-time employee may carry over a maximum of eighty (80) hours of vacation from one year to the next, with prior approval of their Department Head. To determining vacation time off, the probationary period shall be included with the regular status in the computation of continuous service. Vacations shall be scheduled by department or division heads for their employees, subject to approval by the Manager. An employee terminating service shall be entitled to payment for accrued but unused vacation leave unless termination is by dismissal for cause or without two (2) weeks advance notice, in which case accrued vacation pay shall be forfeited. Vacation leave accrues only at the end of each full year of service and shall not be pro-rated for a partial year of service.

15.03 At the discretion of the City Manager, an employee earning more than one (1) week of vacation leave per year may work in lieu of up to one-half (1/2) of their earned vacation for that calendar year. Such employee shall be compensated at their regular rate in addition to their vacation leave pay.

15.04 The Employer agrees to be responsible for securing any leave replacements for future work schedules, in advance of any currently posted operating schedule, provided the employees submit their leave requests through proper channels, at least seventy-two (72) hours prior to any regularly scheduled, monthly Part-Time Police Officers meeting.

15.05 The Employer reserves the right to deny approval for any leave request if (when attempting to secure those leave replacements as described above) no replacement can be scheduled. Employees agree to be responsible for securing their own work replacement(s) for any leave requested on any current month's schedule, excluding personal/family illness or bereavement leave.

15.06 Request Prior to March 1. Employees in the bargaining unit may request vacation prior to March 1st each year of the Agreement. Subject to the staffing needs of

the Department, such request shall not be unreasonably denied. In the event two or more employees request vacation for the same dates, seniority shall prevail. For those requests submitted prior to March 1st, the Employer will provide Tentative Approval or denial by March 15th. If the Employer subsequently revokes the Tentative Approval and requires the employee to work during that period, the vacation time will be added back to the employee's bank and the employee will be compensated at a rate of time and one-half for the hours worked unless the Employer has called in all available employees due to a civil emergency. In the event two or more employees request vacation for the same date but different shifts, seniority shall prevail for the Tentative Approval, and the Employer will provide Preferential Approval or denial by March 15 for the employee with the most seniority on the other shift. Preferential Approval, if granted, means that, as long as that other employee is on the same shift at the time of the requested vacation, the Employer will give that employee preference over all other vacation requests at the time of issuing the applicable work schedule.

15.07 Vacation Requests After March 1. When an employee submits a request for vacation after March 1st, such requests shall be subject to the staffing needs of the Department and shall not be unreasonably denied. Unless another employee has received Preferential Approval for the requested date, the employee who submits the request first will receive the approval regardless of seniority. For vacation after March 1st, the employee who submits the request first will receive the approval.

ARTICLE XVI HOLIDAYS

16.01 All full-time regular employees shall be entitled to the following holidays with full pay:

- | | |
|-------------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| President's Day | Columbus Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Personal Days (2) | Christmas Day |

and anyone (1) special day or National Day of Mourning per calendar year, as declared by the President of the United States or the Governor of the State of Ohio. Should the schedule of Federal or State holidays included above be revised, employees shall follow the revised schedule.

16.02 Holidays which occur during vacation leave shall not be charged against vacation leave.

16.03 Holiday leave time will be credited and used according to the following provisions:

- 1) All full-time regular employees will be credited with 130 hours of Holiday Leave time on January 1 of each year. Employees hired during the year will be credited with the appropriate proration of Holiday Leave time remaining in the calendar year, as outlined in 16.01.
- 2) On December 1 of each year, the employee may elect to receive up to fifty (50) hours of straight time pay in lieu of the hours off. This payment shall be made with the first payroll in December, if possible.
- 3) As of December 31, of each year, the employee may elect to carry over a maximum of thirty (30) hours of unused Holiday Leave time into the following year. Should an employee fail to use any portion of these thirty (30) hours by April 1st of the following year, the remaining Holiday Leave time shall be automatically forfeited. As of December 31, of each year, all Holiday Leave time not used, purchased (see 16.03 [2]) or carried over (see 16.03 [3]) shall be automatically forfeited.
- 4) Any employee (whose employment with the Employer ceases for any reason) shall reimburse the Employer for any Holiday Leave hours, beyond the proper prorated amount, already used.
- 5) Holiday Leave time off will be at a time mutually agreeable to the employee and the Police Chief.

16.04 The Employer agrees to be responsible for securing any leave replacements for future work schedules, in advance of any currently posted operating schedule, provided the Employees submit their leave requests through proper channels, at least seventy-two (72) hours prior to any regularly scheduled, monthly Part-Time Police Officers meeting.

16.05 The Employer reserves the right to deny approval for any leave request if (when attempting to secure those leave replacements as described above) no replacement can be scheduled. Employees agree to be responsible for securing their own work replacement(s) for any leave requested on any current month's schedule, excluding personal/family illness or bereavement leave.

16.06 To receive holiday pay for an observed holiday, an employee must not have been absent without leave on either the day before, on the holiday, or after a holiday. An employee on Sick Leave the day before or after a holiday may be required to present a medical provider's certificate to become eligible for holiday pay.

16.07 Employees working on Thanksgiving and Christmas shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay. Beginning in 2021, the following days will also be compensated at one and one-half times the employee's regular hourly rate of pay: Memorial Day, Fourth of July, New Year's Day, and Labor Day.

ARTICLE XVII LEAVES OF ABSENCE

17.01 Military leaves shall be allowed in accordance with state law.

17.02 Temporary leaves of absence with or without pay, for training purposes or for other objectives may be granted, at the Manager's discretion, for such periods as they determine appropriate.

17.03 Employees called in for jury duty shall be paid at their regular rate of pay less any compensation received through the courts for the jury duty. Jury duty shall not be charged against the employee's holiday, sick, or vacation leave.

ARTICLE XVIII INJURY LEAVE

18.01 When an employee suffers a physical injury or mental impairment while working for the Employer, necessitating absence from work for more than seven (7) consecutive calendar days, the employee shall be eligible for paid leave not to exceed ninety (90) calendar days. Any leave requested under this Article shall be in writing and include written medical documentation provided by a licensed physician for physical injuries or by a licensed psychiatrist for mental impairment verifying the employee's inability to perform job duties.

18.02 The leave, at the Manager's sole discretion, may be extended for additional thirty (30) calendar day periods, or parts thereof, if the employee's inability to perform job duties continues beyond ninety (90) days.

18.03 Leaves granted under this article shall not be deducted from any of the employee's accrued leave benefits, including sick or vacation leave.

18.04 At any time, the Employer shall have the right to require the employee to have an examination by a medical provider appointed and paid by the Employer. A medical provider's certification that the employee is unable to return to work due to the injury is a condition precedent to the employee receiving any benefits under this Article. The examining medical provider's opinion shall determine whether the employee is able to perform their regular job duties but shall not determine whether the Employer shall extend the period of leave.

18.05 If the examining medical provider determines the employee can perform light duty, the Employer may, at its sole discretion, assign the employee to light duty

during the injury leave period.

18.06 Where productive light duty work is available, the Employer may, at its sole discretion, offer such work to employees not injured on the job who are unable to fulfill all ordinary job functions.

ARTICLE XIX FUNERAL LEAVE

19.01 Employees covered by this Agreement shall be entitled to up to forty hours of funeral time off on consecutive shifts with pay to make funeral arrangements of the employees' immediate family. For the purpose of this article, "immediate family" is defined as employee's spouse, child, those for whom the employee stands in loco parentis, parent, and parents-in-law (including step-children, step-parents, and step parents-in-law). Documentation to verify in loco parentis status is required before funeral leave will be granted to evidence that the employee has assumed discretionary parental status and responsibilities for the individual.

19.02 Employees covered by this Agreement shall be entitled to use up to sixteen (16) hours of funeral time off on consecutive shifts and up to sixteen (16) hours of sick time off on consecutive shifts to attend the funeral of the employee's grandparent, grandchild, brother, or sister.

19.03 Funeral leave shall not be deducted from any of the employees leave credits

19.04 Employees covered by this agreement shall be entitled to use up to twenty-four (24) hours of sick time off on consecutive shifts to attend the funeral of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, and step-relationships.

ARTICLE XX COMPENSATORY TIME

20.01 Employees may accumulate up to 100 (100) hours of compensatory time to be taken as time off with pay, as stipulated in Article 21.01.

20.02 Compensatory time off will be at a time mutually agreeable to the employee and the Police Chief.

20.03 The Employer agrees to be responsible for securing any leave replacements for future work schedules, in advance of any currently posted operating schedule, provided the Employees submit their leave requests through proper channels, at least seventy-two (72) hours prior to any regularly scheduled, monthly Part-Time Police Officers meeting.

20.04 The Employer reserves the right to deny approval for any leave request if (when attempting to secure those leave replacements as described above) no replacement

can be scheduled. Employees agree to be responsible for securing their own work replacement(s) for any leave requested on any current month's schedule, excluding personal/family illness or bereavement leave.

20.05 Employees shall have the right to cash out up to seventy-five (75) hours of accumulated comp time. Such request shall be submitted to the Employer on or before March 1 of each year and such requests will be honored by the last payroll of March.

ARTICLE XXI HOURS OF WORK

21.01 Overtime shall be any authorized work performed in excess of eighty (80) hours, bi-weekly. Sick leave use shall be excluded from the calculation of overtime. When an employee's total time exceeds eighty (80) hours in a pay period, the excess hours will be reduced according to the originally reported sick leave use, and those hours will be credited back to their sick leave bank. Overtime shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate in wages or in compensatory time off. Payment of overtime in either wages or compensatory time shall be at the election of the employee, up to the 100 (100) hour maximum cap as stipulated in Article 20.01.

21.02 Employees who are called in to work on their scheduled time off shall be entitled to a minimum of two (2) hours of compensation at one and one-half (1 1/2) times the regular rate.

21.03 Employees required to travel beyond the City limits to attend any work related seminar or workshop, shall receive pay at one and one-half times the regular rate of pay for their travel time, provided their hours worked during the pay period including travel time and the seminar or workshop hours (less time taken for lunch) exceeds eighty (80) hours, bi-weekly. The time spent traveling to and returning from the training site is considered work time, except for the time the employee would normally spend commuting to the City work site. The City will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile (unless carpooling with another employee).

21.04 To the extent practical, the Employer shall notify the employee at least 72 hours in advance of any scheduled class in which attendance is mandatory for the performance of the employee's position.

21.05 When an employee works the night shift in the Fall and works an additional hour due to Daylight Savings Time, the employee shall be compensated one (1) hour at the appropriate rate of pay. When an employee works the night shift in the Spring and works one less hour due to Daylight Savings Time, the employee shall have the option of using one (1) hour of paid time off at the end of their shift or working one additional hour at the start or end of their shift, as approved by their immediate supervisor.

ARTICLE XXII OVERTIME PROHIBITION

22.01 Overtime will not be pyramided, compounded, or paid twice for the same time worked. No employee shall double or pyramid overtime, or otherwise count the same work hours against two different overtime limits.

ARTICLE XXIII COURT TIME

23.01 When employees are required to appear in court as a result of their employment with the department, to testify, or appear in their official capacity, they shall be paid on a straight time basis for all such hours occurring during their scheduled work hours. When employees are required to appear in court on scheduled time off, as a result of their employment with the department, to testify, or appear in their official capacity, they shall be entitled to a minimum of four (4) hours compensation at one and one half (1 ½) times the regular rate.

ARTICLE XXIV LONGEVITY

24.01 All full-time employees hired on or before April 11, 2009 shall receive longevity payments after the required length of continuous full-time employment with the Employer pursuant to the following schedule:

After 5 years	\$500
After 10 years	\$1,000
After 15 years	\$1,500
After 20 years	\$2,000
After 25 years	\$2,500

24.02 If the Employer provides longevity to any new employees hired after April 11, 2009, the parties agree to re-open negotiations on this provision.

ARTICLE XXV UNIFORM ALLOWANCE

25.01 Sergeants shall receive an annual uniform allowance of nine hundred (\$900.00) dollars each year.

25.02 Employees may use up to one hundred percent (100%) of their uniform allowance for cleaning expenses.

25.03 Upon termination of employment, an employee shall be required to turn in to the employer any useable uniforms and equipment either issued to the employee by the employer or purchased by the employee through the uniform allowance. Equipment includes, but is not limited to, guns, ammunition clips, taser, holster, body armor, leather, badge, flashlight, etc.

The employer shall make the request for uniform items and equipment to be

turned in by the employee in writing, and shall list all items to be turn in.

ARTICLE XXVI

FITNESS STANDARDS

26.01 All bargaining unit members hired after April 6, 2014 are responsible for complying with the physical fitness test and obtaining a passing composite score on an annual basis to receive a bonus. Those who do not receive a passing composite score will develop a plan with the City Manager and Police Chief to identify strategies that will enable the employee to receive a passing composite score within one year. The test shall be optional for all other full-time police officers. The Chief of Police or their designee will administer the test. Testing standards will be consistent with the Cooper’s single standard general population norms (see addendum). The Composite score of fifty (50) percent will be used to determine passing. This score will be determined by averaging the percentile ranking on each event. It will not be necessary to pass each event at the fifty (50) percent level.

The test shall consist of the following six events:

1.5 Mile Run/Walk	Sit-ups
Bench Press 1-Repetition Maximum	Push-ups
Vertical Jump	300 Meter Run

The annual bonus will be paid within 30 days following the exam, based on the following schedule:

- 50% Composite Score = annual bonus of \$500
- 50% Each Event Score = annual bonus of \$1,000
- 75% Composite Score = annual bonus of \$1,500
- 75% Each Event Score = annual bonus of \$2,000

ARTICLE XXVII

INSURANCES

27.01 The employer will continue to provide health and dental insurance coverage to the members of the bargaining unit.

27.02 The employer and the Union agree, however, to reopen negotiations on this article if the City is requesting the employees to contribute more than ten percent (10%) of the monthly health and dental insurance premium before January 1, 2021, eleven percent (11%) of the monthly health and dental insurance premium on or after January 1, 2021, 11.50% of the monthly health and dental insurance premium on or after January 1, 2022, or 12.0% of the monthly health and dental insurance premium on or after January 1, 2023.

27.03 The employer agrees to provide term life insurance for each employee in an amount twice their annual base salary. The policy shall include a provision for double indemnity in the event of accidental death.

ARTICLE XXVIII RATES OF PAY

28.01 Effective March 30, 2020 (4/17/20 paycheck), all employees shall be paid in accordance with the following schedule:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
XXXX	XXXX	XXXX	\$36.15	\$37.96	\$39.86

28.02 On or before February 28, 2018 of each year, the Employer will provide the Union with the revenues generated by Municipal Income Taxes for the City for the previous calendar year. Wage increases shall be determined based on the Municipal Income Taxes collected in the previous calendar year compared to the average of Municipal Income Taxes collected for the five (5) prior years. For example, the first wage increase effective on March 29, 2021 would be determined by the percentage increase in Municipal Income Taxes collected for calendar year 2020 over the yearly averages of Municipal Income Taxes collected for calendar years 2015 through 2019. Wage increases shall then be applied based on the following schedule:

Municipal Income Tax Collected Increase from Prior 5-year Average	% Wage Increase For Current Year
If Decrease	0.00%
0.00% - 3.99%	1.50%
4.00% - 5.99%	2.00%
6.00% - 7.99%	2.50%
8.00% - 9.99%	3.00%
10.00% and greater	3.50%

28.03 Appointment or promotion to the position of Sergeant shall be made at the lowest step within the salary schedule; however, the City Manager may make an appointment or promotion above the lowest step based on an employee’s qualifications and experience. After successfully completing the probationary period, as determined by their performance evaluation, an appointed or promoted employee may be advanced to the next step within schedule after one year from the date of appointment or promotion. Thereafter, advancement within the pay schedule shall be based on completion of one year of satisfactory service from the anniversary of appointment or promotion as determined by performance evaluation. If, in the Police Chief’s opinion, an employee’s evaluation does not merit a full step increase, the Police Chief may recommend to the Manager for their approval, that the employee be compensated at a rate between steps. However, the aforementioned shall not preclude the Employer from advancing an employee more than

one step as determined by performance evaluation at the Employer's discretion.

28.04 Whenever any employee reaches the maximum step of the pay schedule, this will be their maximum salary until such time as they may be promoted or until the pay schedule is changed.

28.05 All salary step advancements shall take effect at the beginning of the first full payroll period following the date on which the employee is granted a pay increase.

28.06 For the purposes of implementing the rate schedules noted above, all employees at Step V shall be given a performance evaluation prior to the April rate scale adjustments. The performance evaluation shall be conducted as per department policy. If, in the Police Chief's opinion, an employee's evaluation does not merit a full increase, the Police Chief may recommend to the Manager for their approval, that the employee be compensated at a rate between steps.

28.07 All full-time employees who are currently or become Ohio State Certified Emergency Medical Technicians shall receive three hundred dollars (\$300.00) per year if they remain certified as Emergency Medical Technicians and are employees of the Chardon Police Department.

28.08 Employees trained and certified as field training officers through OPOTA or another approved field training officer program as determined by the City Manager shall be paid one dollar and 25/100 (\$1.25) per hour for each hour actually performing services as a field training officer. Field training officer pay must be preauthorized by the Police Chief or their designee.

ARTICLE XXIX

EDUCATIONAL BENEFIT

29.01 Employees obtaining a college accredited associate degree in law enforcement with a G.P.A. of 2.5 or better, shall be paid, as additional compensation, the sum of six hundred fifty dollars (\$650.00) per year. Such payment shall be made in December.

29.02 Employees obtaining a college accredited bachelor's degree in law enforcement with a G.P.A. of 2.5 or better, shall be paid the sum of one thousand dollars (\$1,000.00) per year. Such payment shall be made in December.

ARTICLE XXX

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 affect any interpretation of any article or section.

ARTICLE XXXI

OBLIGATION TO NEGOTIATE

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

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

ARTICLE XXXII

TOTAL AGREEMENT

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

ARTICLE XXXIII

CONFORMITY TO LAW

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

33.02 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 between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect 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.

33.03 Should any provision or provisions of this Agreement be invalid as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

ARTICLE XXXIV

DISCIPLINARY PROCEDURE

34.01 This procedure shall apply to all non-probationary employees covered by this

Agreement.

34.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages, or working conditions as the result of the exercise of their rights under this procedure.

34.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

34.04 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.

34.05 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.

34.06 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, or a different penalty is determined by the City Manager at Step 4 of Section 36.04 contained in the Grievance Procedure.

34.07 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)

working days of receipt of the Notice of Discipline;

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union representative at every step of the proceeding.

34.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 35.12, until the matter is settled, or the arbitrator renders a determination.

34.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority may 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 they are entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. 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 appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.

34.10 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.

34.11 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 or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on their behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

34.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or after the decision at Step 4 of the Grievance Procedure.

34.13 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 appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XXXV

GRIEVANCE PROCEDURE

35.01 Every employee shall have the right to present their 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 their own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

- 1) 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.
- 2) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.
- 3) 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.

4) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.36.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- 1) Except at step 1, all grievances shall include the name and position

of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- 2) 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 their representative, if any.
- 3) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- 4) The preparation and processing of grievances shall be conducted only during non-working hours.
- 5) 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. If any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or Union in future proceedings.
- 6) The aggrieved party may have a Union representative represent them at any step of the Grievance procedure after Step 1.
- 7) The existence of this Grievance procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure shall automatically have waived and forfeited any remedies provided by this procedure.
- 8) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall

automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

- 9) 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.

35.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

- 1) An employee who believes they may have a grievance shall notify their immediate supervisor 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 their representative if the representative's presence is requested by the employee. The supervisor and the employee, along with the employee's representative, if their presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.
- 2) If the dispute is not resolved at Step 1, it shall be reduced in writing by the aggrieved party and presented as a grievance to the aggrieved party's supervisor within five (5) days of the informal meeting, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved party an answer. The supervisor shall give their answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.
- 3) If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, the grievance may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the grievance. The Department Head shall convene a meeting within ten (10) days of the receipt of the grievance. The meeting will be held with the aggrieved party, and their representative, if they request one. The Department Head shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.
- 4) If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, the grievance may be filed with the City

Manager within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the grievance. The Manager, or their designee, shall convene a meeting within ten (10) days of the receipt of the grievance. The meeting will be held with the aggrieved party, their representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Manager, or their designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, they may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXVI

ARBITRATION PROCEDURE

36.01 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 thirty (30) calendar days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

36.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

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

36.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split evenly between the parties. All other costs shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

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

36.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split evenly between the parties. All other costs shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

36.07 The Union shall request a list of seven (7) arbitrators from the Northeast Ohio region from the Federal Mediation and Conciliation Service. The parties shall select an arbitrator in accordance with FMCS rules; however, the parties may select an arbitrator by mutual agreement. The Arbitrators will be stricken alternately (coin toss to determine who strikes first) until one name remains, who will be designated the arbitrator to hear the grievance in question.

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

ARTICLE XXXVII

DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on March 30, 2020, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, March 26, 2023.

ARTICLE XXXVIII

EXECUTION

38.01 IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2020.

FOR THE UNION:



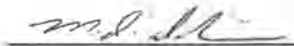
Brian Holb, Counsel for the OPBA

FOR THE EMPLOYER:

Randal B. Sharpe

Randall Sharpe, City Manager

Digitally signed by Randal B. Sharpe
Date: 2020.10.20 08:31:42 -04'00'



Matt Delisa, Bargaining Committee

Jeff Miller