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**AGREEMENT BETWEEN  
OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

AND

**THE CITY OF NORTON, OHIO**

**EFFECTIVE: January 1, 2022**

**EXPIRES: December 31, 2024**

**Lieutenants -  
Sergeants  
Police Officers**

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.** This Agreement is hereby entered into by and between the City of Norton hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the Ohio PBA."

**ARTICLE 2**  
**PURPOSE AND INTENT**

**Section 1.** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, 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 City of Norton; (4) To avoid interruption or interference with the efficient operation of the Employer's business; and (5) To provide for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3**  
**RECOGNITION**

**Section 1.** The Employer agrees that it has and will recognize the Ohio PBA as exclusive representative for negotiating wages and salaries, hours of work and all other terms and conditions of employment for all full-time employees on the Norton Police Department, including probationary employees, in the following Bargaining Units: (a) Patrol Officers; and (b) Sergeants and Lieutenants. The Employer and the Ohio PBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

**Section 2.** The Employer will furnish the Ohio PBA 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 4**  
**DUES DEDUCTION**

**Section 1.** The Employer will deduct dues on a monthly basis in whatever sum is authorized by the OPBA from the pay of any bargaining unit members covered by this Agreement upon receipt from the OPBA of individual written authorization cards voluntarily executed by bargaining unit members for that purpose and bearing their signature. All deductions under this Article, accompanied by a list of all bargaining unit members for whom deductions have been made, will be transmitted to the OPBA no later than the fifteenth day following the end of the pay period in which the deduction is made bargaining unit members.

**Section 2.** The OPBA agrees to hold the Employer harmless from all liabilities and damages which may arise from the performance of its obligations under this Article.

**Section 3.** The Employer's obligation to checkoff OPBA dues will terminate when any bargaining unit members separates employment, transfers to a job classification outside the bargaining unit, or properly notifies the Employer and the OPBA in writing that they have revoked their dues checkoff authorization in accordance with the terms and conditions of the card. Copies of the bargaining unit members' dues checkoff cards are available from the OPBA upon request.

**Section 4.** The Employer will not be obligated to make dues deductions from any bargaining unit members who, during any dues month involved, have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues, bargaining unit members.

**Section 5.** The parties agree that neither the bargaining unit members nor the OPBA will have a claim against the Employer for errors in processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

## **ARTICLE 5** **AGENCY SHOP**

**Section 1.** There is no fair share fee. In the event any State or Federal body with authority over the Employer reinstates fair share fee, the parties will meet to renegotiate this Section of the Agreement within thirty (30) days.

## **ARTICLE 6** **EMPLOYEE RIGHTS**

**Section 1.** An employee has the right to the presence and advice of an Ohio PBA representative at all disciplinary interrogations and the right to cross-examination of witnesses.

**Section 2.** 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 questioning starts.

**Section 3.** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**Section 4.** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operation necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may, upon notice to the Employer, record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's

expense. The Employer may also record such interrogation, upon notice to the employee, and the employee may have a transcript of such recording at the Employer's expense.

**Section 5.** 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.

**Section 6.** An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the Ohio PBA present when reviewing his file. A request for copies of items included in the file shall be honored at a cost to the employee as set forth in the City of Norton's public records policy. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**Section 7.** With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation, this is determined, the formal written notice will be prepared and delivered to the employee.

**Section 8.** In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action unless consent is first obtained from the employee.

**Section 9.** All complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

**Section 10.** Records of disciplinary action that are more than two (2) years old shall, upon written request of the employee, be removed from his or her personnel file and be expunged for the purposes of consideration in regard to future discipline. The Parties agree the Employer shall retain records as necessary in order to comply with the Ohio Public Records Law(s).

**Section 11.** When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation.

**Section 12.** There shall be no press release regarding the employee under investigation by both parties until the investigation is completed and the employee is either cleared or charged.

**Section 13.** When an employee suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.

**Section 14.** An employee who has been charged with a violation of Departmental Rules and Regulations shall upon request be provided the opportunity to inspect and copy transcript, recordings, written statements and any other material as a condition to its use at a hearing on such charge.

**Section 15.** No hearing which may result in dismissal, demotion, suspension, or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least three (3) working days prior thereto.

**Section 16.** Any statement obtained in the course of internal investigation through the use of administrative pressures, threats or promises made to the employee shall not be used in any subsequent criminal court action.

**Section 17.** When an employee is to be interviewed in an investigation of any other member of the police division, such interview shall be conducted in accordance with the procedure established herein. No employee shall be ordered to complete a "confidential" in regard to another bargaining unit member, prior to an investigatory interview.

**Section 18.** If the rights of an employee who is under investigation as provided herein have been violated, the violation of procedure shall be subject to the grievance procedure.

**Section 19.** The City shall not require an officer to submit to drug testing, or alcohol testing except for reasonable suspicion. Such reasonable suspicion must be based upon specific observation(s).

**Section 20.** Any testing shall be conducted for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances will the results of any psychological, drug or alcohol testing be released to any third party without a subpoena.

**Section 21.** Any alternate testing undertaken by employees within three (3) days of a positive test will be considered for any disciplinary purposes. The City shall pay the expenses related to the second test.

**Section 22.** An employee refusing to undergo the required testing shall be subject to discharge.

**Section 23.** Any discipline which shall result from a positive test shall be processed through the disciplinary procedure in this contract and shall include a first abuse rehabilitation program.

**Section 24.** When completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 25.** If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all tests and confirmatory tests shall be paid by the City.

**Section 26.** For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the

examinations/drug-screen testing provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug-screening and/or alcohol test results. No other medical finding maybe released without the express written permission of the employee.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

- Section 1.** Except as agreed to otherwise in this Agreement, the Employer retains the rights to:
- a. Determine matters of inherent managerial policy, including the functions and programs of the Employer, standard of services, its overall budget, utilization, of technology, and organizational structure;
  - b. Direct, supervise, evaluate, or hire employees;
  - c. Maintain and improve the efficiency and effectiveness of the governmental operation;
  - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  - f. Determine the adequacy of the work force;
  - g. Determine the overall mission of the Employer as a unit of government;
  - h. Effectively manage the work force;
  - i. Take actions to carry out the mission of the public employer as a governmental unit.

The Ohio PBA recognizes that all of the above enumerated rights are reserved to management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of this Agreement.

**ARTICLE 8**  
**DISCIPLINE**

**Section 1.** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

In the case of suspension, demotion or discharge, the employee shall be advised of the right to confer with a representative of the Ohio PBA.

**Section 2.** Disciplinary action taken by the Employer shall only be for reasonable and good cause.

**Section 3.** Any disciplinary action against a non-probationary employee may be processed in accordance with the dispute resolution procedure in Article 10 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

## **ARTICLE 9**

### **ASSOCIATION REPRESENTATION**

**Section 1.** The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational 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 Section, the representation must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present.

**Section 2.** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

**Section 1.** 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 representative of the Ohio PBA 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 grievances shall be settled, if possible, at the lowest step of this procedure.

The Grievance Procedure contained herein provides for a final and binding arbitration of grievances. Therefore, pursuant to ORC 4117.10(A), the City of Norton, Bargaining Unit Employees and the Ohio PBA recognize that any and all disputes arising out of the application and interpretation of this Agreement shall be resolved solely by this Agreement's Grievance and Arbitration Procedures. Therefore, neither the State Personnel Board of Review nor the City of Norton's Civil Service Commission shall have jurisdiction to receive and determine any appeals relating to matters that were subject to this Agreement's final and binding Grievance Procedure.

**Section 2.** 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. Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the Ohio PBA.
- c. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.



**Section 3.** The following procedure 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 grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- 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 grievant and the Ohio PBA.
- c. If a grievance affects 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.
- d. 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 Ohio PBA, provided that the adjustment is not inconsistent with the term of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e. The grievant may choose a representative of the OPBA to represent him at any step of the grievance procedure after Step I.
- f. The time limits provided herein will be strictly adhered to and 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 be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual agreement.
- g. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**Section 4.** 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 his/her 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 an Ohio PBA representative, if such representation is requested by the employee, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed 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 grievant and presented as a grievance to the Chief 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 give his answer within five (5) days of the meeting.

**Step 3:** If the grievance is not satisfactorily resolved with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed by the Ohio PBA with the Administrative Officer or his designee within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Administrative Officer or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his Ohio PBA representative and any other party necessary to provide the required factual information for the rendering of a proper decision. The Administrative Officer or his designee shall issue a written decision to the employee and his Ohio PBA representative within fifteen (15) days from the date of the hearing. If the grievance is not satisfactorily resolved at Step 3, the Ohio PBA may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

**Step 4:** If the grievance is not resolved, the Union may submit the grievance to mediation with the agreement of the employer. The request to submit a grievance to mediation must be received by the Administrative Officer within (5) working days of the reply received in Step 2. The Grievance will be held in abeyance until such time mediation is completed. The mediation will be deemed completed when an agreement is ratified or either party notifies the other in writing of their intention to no longer participate in the mediation process. If the Grievant is not satisfied with the decision at Step 4, they may proceed to arbitration pursuant to the Arbitration Procedure contained herein.

## **ARTICLE 11**

### **ARBITRATION PROCEDURE**

**Section 1.** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievance may be submitted to arbitration by the Ohio PBA. The Ohio PBA shall, within that ten (10) day period, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which the parties shall make the selection. The party requesting arbitration shall strike first, thereafter the parties shall strike alternating and the remaining name shall be the designated Arbitrator.

**Section 2.** 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 an 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.

**Section 3.** 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.

**Section 4.** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. A request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

**Section 5.** 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.

## **ARTICLE 12** **NON-DISCRIMINATION**

**Section 1.** The Employer and the OPBA agree not to discriminate against any bargaining unit member(s) on the basis of race, religion, color, creed, national origin, qualified disability, age, military or veteran status, sexual orientation, sexual identity, any other status protected by law, or sex.

**Section 2.** The Ohio PBA expressly agrees that membership in the Ohio PBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

**Section 3.** The Grievance Procedure set forth in Article 10 shall not be deemed to constitute a waiver of an individual bargaining unit member's rights, if any, to a judicial forum for claims alleging such discrimination under antidiscrimination statutes.

## **ARTICLE 13** **GENDER AND PLURAL**

Whenever the context so requires, the use of the 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 genders 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 14** **HEADINGS**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor effect any interpretation of any such Article.

## **ARTICLE 15** **CONFORMITY TO LAW**

**Section 1.** This Agreement shall be subject to and subordinate to any present and future Federal, State and Local laws, along with any applicable State or Federal Agency's Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**Section 2.** 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE 16**  
**DUTY HOURS**

**Section 1.**

**Workweek:** The normal "workweek" for all employees shall be defined as consisting of forty (40) hours in a five (5) consecutive day period starting with the employees normal scheduled work shift.

**Tour of Duty of Shift:** A "tour of duty" or "shift" for all members of the bargaining unit shall be defined as the normal eight (8) hour period of time which said member is normally scheduled to work.

**Day:** A "day" as utilized in this Agreement shall be defined as that time span beginning with the employee's regularly scheduled tour of duty and ending twenty-four (24) hours later.

**Open Shift:** An "open shift" shall consist of a shift where there is no one scheduled to work or by reason of vacation, sick leave, compensatory days or any other reason there is an opening on a regularly scheduled shift.

**Section 2.** (Patrol Only). The City will establish a minimum of one permanent shift for one patrol officer on each shift as follows:

Day Shift	Mon. - Fri.	6:30 a.m. to 2:30 p.m.
Afternoon Shift	Mon. - Fri.	2:30 p.m. to 10:30 p.m.
Night Shift	Sun. - Thurs.	10:30 p.m. to 6:30 a.m.

**Section 3.** **Fill Positions:**

- a. The City has the right to create up to two (2) fill positions in the patrol unit as needed in order to operate the Police Department.
- b. In the event a fill officer's schedule is changed, a 48-hour advance notice will be given.

**Section 4.** The permanent shift bidding process shall be renewed after six (6) months.

**Section 5.** The Employer agrees to maintain shifts that yield a minimum of scheduled on-duty complement of at least three officers twenty-four (24) hours a day. The Chief of Police, the School Resource Officer, and the Detective Bureau shall not count towards such minimum staffing. Additionally, the School Resource Officer shall be scheduled separately from patrol for shift bid purposes. The Employer further agrees to revise shifts as of the next shift bid so that each Sergeant has

one weekend day off of their choosing. The Employer further agrees that each Sergeant shall have straight shifts as their regularly scheduled shift.

**Section 6.** Overtime call-ins will be instituted when the on-duty complement of Bargaining Unit employees falls below a minimum of two (2). The scheduling of shifts will provide for permanent shift assignments that are selected by the seniority bid system.

## **ARTICLE 17**

### **OVERTIME PAY AND COURT TIME**

**Section 1.** All employees, for work performed in excess of forty (40) hours per week and/or eight (8) hours per day, shall be compensated, at the employee's election, at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all overtime, including travel and educational time.

**Section 2.** Employees appearing in court on behalf of the Employer shall be paid a minimum of three (3) hours. At the beginning of the fourth (4th) hour the employee shall be paid at one and one-half (1-1/2) times his regular hourly rate. Third shift employees appearing in court prior to 1 p.m. shall be paid a minimum of four (4) hours. At the beginning of the fifth (5th) hour the employee shall be paid at one and one-half times his regular hourly rate.

**Section 3.** Employees called into work shall receive a minimum of three (3) hours overtime pay for call-in pay. Employees called in for the following specialized duty for times not abutting their shift or during shift, shall receive a minimum of two (2) hours call-pay: BAC training, SWAT, K9, Detective Bureau, firearms training, or crash team.

**Section 4.** Overtime shall be equitably distributed among all members of the Bargaining Unit. An overtime list shall be posted each pay period showing the number of hours worked by each employee. Overtime shall be offered by text and email through scheduling software maintained by the employer. Patrolmen shall have first right of refusal for all overtime that replaces a patrolman. Sergeants and lieutenants shall have first right of refusal for all overtime that replaces a sergeant or lieutenant. If an employee is called for overtime and refuses, that employee shall be charged as if he or she actually worked eight (8) hours of overtime. Employees shall be offered overtime if on paid leave, except that no employee shall be offered overtime during hours that encompass his regular shift and no employee shall be offered overtime if on sick leave or injury leave. Should all full-time employees refuse overtime, the City shall have the right to call in part-time employees without violating Section 6 of Article 16. The City shall in all instances maintain at least one full-time officer on each shift.

**Section 5.** Bargaining Unit employees shall have the right to accumulate compensatory time in lieu of overtime pay up to a maximum of 480 hours. Bargaining Unit employees can carry over up to 100 hours per calendar year. Compensatory time is defined as time off with pay in lieu of contractual overtime pay. Compensatory time requests shall be granted unless the Department suffers an undue burden and as long as timely notice is provided. Having to replace Bargaining Unit employees at the overtime rate does not constitute an undue hardship. Timely notice for weekends

shall be forty-eight (48) hours prior to the date requested off, and for weekdays twenty-four (24) hours prior to the date requested off. In January, April, July, and October of each year, Bargaining Unit employees shall be permitted to cash out compensatory time by providing notice of that desire to the Employer. Such notice shall be given no later than the fifteenth of the previous month and the Employer shall then pay the designated number of hours. Bargaining Unit employees may use up to one hundred (100) hours of compensatory time per calendar year for additional time off from work. The limitation in the preceding sentence shall only apply to regular compensatory time and not to holiday or court compensatory time.

**Section 6.** The Employer is only obligated to pay overtime for those hours worked over forty (40) hours in a given pay period as currently observed by the City's finance officer (00:01 hours Saturday through 24:00 hours Friday).

**Section 7.** Overtime caused by a shift change requested by the employee is not applicable to overtime payment to that employee.

**Section 8.** Officers on overtime working patrol shall wear their full uniform at all times while on such patrol.

## **ARTICLE 18** **HOLIDAYS**

**Section 1.** All full-time employees shall receive the following paid holidays:

New Year's Day	Day After Thanksgiving
President's Day	Christmas Day
Memorial Day	Columbus Day
Independence Day	Veteran's Day
Labor Day	Christmas Eve
Thanksgiving Day	Third Shift New Year's Eve

**Section 2.** 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.

**Section 3.** Each employee is granted one day's pay in addition to his regular earnings from each of the holidays set forth in Section 1 to be paid on December 1 of each year.

**Section 4.** Each employee is granted an equal number of hours that said employee worked on the Holidays established in Section 1 as compensatory time up to eleven (11) days, and said compensatory time shall be taken within one (1) year of the date earned.

## **ARTICLE 19** **VACATIONS**

**Section 1.** Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service:</u>	<u>Hours:</u>
After One Year (1)	80 hours
After Five Years (5)	120 hours
After Ten Years (10)	160 hours
After Fifteen Years (15)	200 hours
After Twenty Years (20)*	240 hours

\*The parties agree that this last line on the vacation schedule shall only apply to employees who had twenty (20) Years of Service within the City on or before December 31, 2014.

**Section 2.** Earned vacation shall be credited at the end of each month in accordance with the above schedule and existing policy, provided the employee is employed by the employer at that time. There shall be no proration of vacation time.

**Section 3.** 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 within the City of Norton, should he elect such a transfer.

**Section 4.** Employees shall forfeit their right to take and be paid for any vacation to their credit which is in excess of the accrual for one year. Such excess leave shall be eliminated from the employee's leave balance

**Section 5.** Police Officers shall have the opportunity to schedule vacations, by seniority, prior to April 1 of each calendar year. Vacations scheduled after April 1 of each calendar year shall be first come first served.

**Section 6.** Police Officers may schedule vacations by single days provided they give the Chief or his designee a minimum ten (10) days notice. Such will be accommodated provided there is sufficient manpower available scheduled (2) at the time of the request. The Employer may grant vacation with less than ten (10) days notice at the discretion of the Chief. The use of such discretion shall not be unreasonably exercised.

**Section 7.** Police Officers normally scheduled to work day shift on Saturday or Sunday may schedule vacation on these days by single days, provided they give the Chief or his designee a minimum of five (5) days notice, subject to the conditions of Section 6 above.

**Section 8.** Upon separation from City service, an employee shall be entitled to compensation at his current rate of pay for all lawfully and unused vacation leave to his credit.

**Section 9.** All bargaining unit members shall be entitled to one (1) personal day each year. The personal day must be used in the year in which it is earned, or it shall be forfeited. Employee Bargaining unit members may schedule the personal day provided:

1. they give the Chief or their designee at least 1 hour notice;
2. there is one bargaining unit member on shift; and
3. will not be denied based on whether overtime is created.

## **ARTICLE 20** **SICK LEAVE**

**Section 1.** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) serious illness, injury or death in the employee's immediate family.

**Section 2.** All full-time employees shall earn sick leave at the rate of one and one quarter (1-1/4) days per month and may accumulate sick leave to an unlimited amount.

**Section 3.** An employee who is to be absent on sick leave shall notify his 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.

**Section 4.** Sick leave may be used in segments of not less than one (1) hour.

**Section 5.** Before an absence of more than two (2) days may be charged against accumulated sick leave, the Chief 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 Chief and paid by the Employer.

**Section 6.** If the employee fails to submit adequate proof of illness, injury or death upon request of the Chief, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief 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.

**Section 7.** The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return on duty, to be examined by a physician designated and paid for 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.

**Section 8.** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined only to include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and step relatives as included in Article 21 Section 2.

**Section 9.** 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 within the City of Norton.

**Section 10.** Upon retirement, death or resignation of a full-time employee who has not less than ten (10) years of continuous service with the employer, such employee or his estate, shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement, death or resignation, multiplied by 960 hours of unused accumulated sick leave upon retirement, death or resignation.



**Section 11.** Employees hired after January 1, 2003, shall be entitled to a cash payment equal to fifty percent (50%) of all unused sick leave up to a maximum of 120 days at retirement under their appropriate State Retirement System, after ten years of continuous service, or at death by payment to the Employee's beneficiary.

## **ARTICLE 21** **BEREAVEMENT LEAVE**

**Section 1.** An employee shall be granted time off with pay (not to be deducted from the employee's 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) work days for each death in his immediate family, which shall be defined as husband, wife, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandchild, grandparents of the employees, grandparents of spouse of employee or any relative who resides for an extended period of time in the home of the employee.

**Section 2.** Step-fathers, step-mothers, step-brothers, step-sisters and step-children shall be included under Section 1 above, provided the employee actually attends the funeral or equivalent service.

**Section 3.** In the event of the death of a member of the employee's immediate household the employee may extend his/her bereavement leave by three (3) days, utilizing sick leave, without the necessity of medical verification.

## **ARTICLE 22** **INJURY LEAVE**

**Section 1.** When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed one (1) year, providing he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits as determined by law) he would ordinarily receive as his weekly compensation for the weeks he receives benefits under this Article. This injury leave shall be paid at one hundred percent (100%) for the first six (6) months and eighty percent (80%) for the second six (6) months, if necessary.

**Section 2.** If at the end of this one (1) year period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for up to two (2) ninety (90) day periods at 80%.

**Section 3.** 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.

**ARTICLE 23**  
**JURY DUTY LEAVE**

**Section 1.** Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. A Bargaining Unit employee who is called for jury duty shall be temporarily transferred to day shift for the time of that jury duty service. Further, such employee shall not be required to work on any day that employee actually attends jury duty.

**ARTICLE 24**  
**SPECIAL LEAVE**

**Section 1.** In addition to leave authorized heretofore, the appointing authority may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days of any calendar year. The appointing authority may authorize special leave of absence without pay for any period or periods not to exceed three (3) months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the employee and City service, urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business or serving on a jury.

**Section 2.** All employee may request an unpaid disability leave of absence from work for a period of up to six (6) months. Such requests shall be granted upon submission of medical evidence documenting the need for such leave. In the event an employee is unable to return to work at the end of such leave, the Employer may, upon submission by the employee of additional medical evidence justifying an extension, extend such leave. The Employer shall not be obligated to pay the premiums for medical benefits pursuant to Article 30, insurance, for any employee on unpaid leave as specified in this Article 24, Section 2. However, any employee on such leave shall be entitled to pick up any applicable premiums at the Employer's cost for the duration of the leave.

**ARTICLE 25**  
**SENIORITY**

**Section 1.** Seniority shall be the date of the Employee's appointment to the Division of Police and the total length of this continuous service after that date, and shall be used for the purpose of determining shift assignment, job assignment, layoff and recall rights, and eligibility to take promotional examinations in the Division. Where more than one (1) employee has been appointed on the same date, then his seniority shall be in accordance with his position in the original appointment list.

**Section 2.**

1. The Chief may at his complete discretion assign and/or remove Bargaining Unit officer(s) to or from the detective position. The selection for such assignment and/or removal shall not be subject to the grievance procedure.
2. The Chief agrees that when he has at least sixteen (16) police officers available for duty (includes patrol officers, supervisors and chief) he will assign a minimum of one full time police officer to the detective bureau.

3. Employees assigned to the Detective Bureau shall not be placed on road patrol more than twenty-four (24) shifts per calendar year and also limited to no more than five shifts per month. Such assignment shall only occur if there are two (2) employees assigned to the detective bureau.

**Section 3.** The Employer will post all permanent job assignments for individuals qualified to perform in the capacity as bid. A permanent job assignment is defined as that which is in existence for sixty (60) days or more. The assignment shall be described in writing on the job posting, along with reasonable qualifications required to successfully secure the bid.

**Section 4.** For Sergeants only, the City agrees to grandfather each current Sergeant as to his seniority as calculated and shown under Section 1. Any Sergeant appointed on or after the March 1, 2021 shall start at the bottom of the Sergeant's seniority list for purposes of shift bid.

**ARTICLE 26**  
**COMPENSATION**

**Section 1.** Employees shall be entitled to the following hourly wage compensation:

	Current (12/31/21)	1/1/22 \$1	1/1/23 3%	1/1/24 2.75%
Lieutenant	\$41.75	\$43.06	\$44.34	\$45.57
Sergeant	\$37.63	\$38.79	\$39.95	\$41.05
Patrol 1st Year	\$24.08	\$25.08	\$25.83	\$26.54
Patrol 2nd Year	\$27.93	\$28.93	\$29.80	\$30.62
Patrol 3rd Year	\$29.87	\$30.87	\$31.80	\$32.67
Patrol 4th Year	\$33.95	\$34.95	\$36.00	\$36.99

**Section 2.** The Employer acknowledges that an officer in charge shall be designated should a Sergeant not be available for a shift. If the Chief does not designate that position, the most senior non-probationary employee working patrol on that shift (should they desire to serve) shall be the officer in charge. Any patrol officer working as an officer in charge shall be paid the Sergeant's rate for each hour worked. A Patrol Officer must work at least one hour in a shift as the officer in charge in order to be eligible for that additional pay.

**ARTICLE 27**  
**LONGEVITY**

**Section 1.** All employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

5 years completed service but less than	6 years	\$332.00
6 years completed service but less than	7 years	\$365.00
7 years completed service but less than	8 years	\$398.00
8 years completed service but less than	9 years	\$431.00
9 years completed service but less than	10 years	\$464.00

10 years completed service but less than	11 years	\$497.00
11 years completed service but less than	12 years	\$530.00
12 years completed service but less than	13 years	\$564.00
13 years completed service but less than	14 years	\$597.00
14 years completed service but less than	15 years	\$630.00
15 years completed service but less than	16 years	\$696.00
16 years completed service but less than	17 years	\$762.00
17 years completed service but less than	18 years	\$829.00
18 years completed service but less than	19 years	\$895.00
19 years completed service but less than	20 years	\$961.00
20 years +		\$1105.00

**Section 2.** Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service on the second pay of December of each calendar year.

**ARTICLE 28**  
**EDUCATIONAL REIMBURSEMENT**

**Section 1. Reimbursement**

When a course of study at an educational institution is job related and pre-approved in writing by the Chief, the following reimbursement schedule shall apply subsequent to the employee's completion of such course:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	100%
C	75%
D or less, or WD	0%

Reimbursement shall include tuition, required expenses, and required text. Documentation shall be provided including receipts and grade verification when reimbursement is requested.

**Section 2. On-Line Courses.**

On-line equivalent courses are acceptable as follows:

- a. Credit hour tuition paid by the Employer is limited to the costs per credit hour at the University of Akron or Kent State University;
- b. Limit of \$1000 per semester, for a maximum of three semesters per year, for undergraduate studies (up to a maximum of \$3,000 per year);
- c. Limit of \$1500 per semester, for a maximum of three semesters per year (up to a maximum of \$4,500 per year), for graduate studies.

**Section 3. Separation.**

The employee must pay back the amount reimbursed pursuant to Section 1, if his/her employment with the Employer is separated for any reason, within one (1) year of course completion.

**ARTICLE 29**  
**UNIFORM AND EQUIPMENT ALLOWANCE**

**Section 1.** Full-time patrol officers, sergeants and lieutenants employed at the City as of January 1 each year shall receive a uniform and equipment allowance of \$1,500.00. That allowance amount shall be paid no later than February 10 of that year. If an employee leaves the City in that year, the City shall deduct from such employee's final paycheck or from any other funds due the employee an amount equal to \$1,500 multiplied by a fraction, the numeration of which is the number of full months left after the date the employee leaves until the end of the year and the denominator of which is 12.

**Section 2.** Full-time patrol officers, sergeants and lieutenants hired by the City after January 1 shall receive a uniform and equipment allowance of \$1,500 multiplied by a fraction, the numeration of which is the number of months including the month of hire through December and the denominator of which is 12. That amount shall be paid to that employee within forty-five (45) days of hire. If the employee leaves the City in that year, the City shall deduct from such employee's final paycheck or from other funds due the employee the amount of that payment multiplied by a fraction, the numerator of which is the number of full months after the date the employee leaves until the end of the year and the denominator of which is 12.

**Section 3.** The City agrees to supply soft body armor vests to all full-time patrol officers, sergeants and lieutenants who request them and to replace the vests in accordance with the manufacturer's recommendations.

**Section 4.** Any taxes incurred in regard to this uniform and equipment allowance shall be the employee's responsibility.

**ARTICLE 30**  
**INSURANCE**

**Section 1.** The Employer will provide Bargaining Unit Members with a health plan that is equal to the benefits provided to all full-time employees of the Employer. During the Term of this Agreement, the Employer will contribute \$56.00 per month for the AFSCME Care Dental III Plan or a substantially similar dental plan. Effective January 1, 2022, Bargaining Unit employees shall contribute One Hundred Ninety Dollars (\$190.00) per month towards the monthly health insurance premium cost. Effective January 1, 2023, Bargaining Unit employees shall contribution Two Hundred Dollars (\$200.00) per month towards the monthly health insurance costs. During the Term of this agreement, the Employer will provide vision benefits similar or equal to those outlines in Exhibit A attached hereto.

**Section 2.** The parties acknowledge that the Employer has indicated that it desires to explore options and to discuss potential changes to its health plan through a health care committee. The

Employer and the Union shall participate in a committee in 2023 to discuss the cost of health care and coverage for all employees at the Employer.

**Section 3.** The Employer will provide and pay effective 30 days after the contract is executed, for full-time employees, the full premium for a life insurance policy in the amount of Forty Thousand Dollars (\$40,000.00).

**Section 4.** The City has the right to implement a generic and/or mail order drug program to effectuate the cost savings for the City. Current mail order provisions provide for up to a 90 day supply.

### **ARTICLE 31** **WORK RULES**

**Section 1.** The Ohio PBA recognizes the Employer's right to establish work rules, policies or procedures necessary to ensure the efficient operation of the Police Department. The Employer agrees that all work rules, policies or procedures shall be applied uniformly to all employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

**Section 2.** Any new work rules, policies or procedures shall be reduced to writing and submitted to the Ohio PBA at least ten (10) days prior to implementation. The Employer will meet with representatives of the Ohio PISA, upon request, to negotiate the effects of any proposed work rules, policies or procedures upon bargaining unit employees. Such work rules, policies or procedures will be posted on departmental bulletin boards prior to their implementation.

**Section 3.** The employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, immediately following the implementation of any such work rule, policy or procedure, the Employer will meet with representatives upon request, and pursuant to the provisions of Section 2 herein.

**Section 4.** In the event that disputes regarding the reasonableness of any newly implemented work rule, policy or procedure arise, such disputes shall be subject to final resolution through the grievance and arbitration procedure contained in this Agreement.

### **ARTICLE 32** **LABOR/MANAGEMENT COMMITTEE**

**Section 1.** There shall be created a joint committee composed of two members of the City (the Chief and Administrative Officer) and one member of each of the three Bargaining Units who shall meet informally as necessary to discuss and make recommendations regarding matters related to the working conditions of Bargaining Unit members. These working conditions may be related to, but are not limited to, policies, procedures and equipment in the department. Members of the committee will attempt to resolve any problems informally.

**ARTICLE 33**  
**MISCELLANEOUS**

**Section 1.** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**Section 2.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of a claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment.

**Section 3.** Employees shall be permitted to maintain a residence in accordance with existing ordinances at the time of the execution of this Agreement.

**Section 4.** The Ohio PBA will be allowed one (1) locked bulletin board for official Ohio PBA notices. One bulletin board will be located in the Municipal Building and/or Safety Forces Building. The Ohio PBA will be the sole holder of the key to the board.

**Section 5.** The number of part-time patrolmen shall not exceed the number of full-time patrolmen.

**Section 6.** The City will post the schedule at the normal time. Part-time officer(s) will not be regularly scheduled collectively on the schedule more than sixteen (16) shifts per week or expected to work other than is stated on the posted schedule.

In the event an open shift as defined in Article 16 of the Collective Bargaining Agreement is created because a full-time officer(s) is unavailable to work his/her posted schedule, a part-time officer(s) may be used to replace the full-time officer(s) without violating the 16 part-time shift limitation.

Part-time officer(s) may be utilized to replace regularly scheduled part-time officer(s), who are absent, without violating the 16 part-time shift limitation.

In the event the City utilizes part-time officer(s) in violation of the above stated agreement, the City shall schedule the affected full-time officer(s) for an overtime assignment, in the same amount of hours improperly assigned, within the next two pay periods.

Part-time officers in training, assigned to a full-time training officer, shall not toll toward the 16 part-time shift limits above.

**Section 7.** All payouts of monies for as outlined in this collective bargaining agreement shall be made by direct deposit.

**ARTICLE 34**  
**LAYOFFS**

**Section 1.** Members of the Bargaining Unit may be laid off only for lack of work or lack of funds.

**Section 2.** In the event of a layoff situation, members of the Bargaining Unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

**Section 3.** A member of the Bargaining Unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

**Section 4.** A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

**Section 5.** Before any full-time employee may be laid off, all part-time employees will be first laid off.

**ARTICLE 35**  
**RETENTION OF BENEFITS**

**Section 1.** All of the Employer's ordinances, rules, regulations, resolutions, benefits and practices, etc. shall remain in full force and effect during the life of this agreement, except to the extent that such ordinances, rules, regulations, resolutions, benefits and practices, etc., conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances, rules, regulations, resolutions, benefits and practices, etc.

**ARTICLE 36**  
**SAVINGS CLAUSE**

**Section 1.** In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Ohio PBA will, at the request of either party hereto, promptly enter into negotiating relative to the particular provision deemed invalid or unenforceable.

**ARTICLE 37**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement represents the complete Agreement on all matter subject to bargaining between the Employer and the Ohio PBA and shall become effective upon execution, and shall be retroactive to January 1, 2022. This Agreement shall remain in full force and effect until December 31, 2024.



**EXECUTION**

**Section 1.** IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

FOR THE Ohio PBA

*1st Brian Holb*  
Brian Holb, OPBA Representative

*Roger Smith*  
Sergeant/Lieutenant Representative

*Ken R. Stanley*  
Patrol Officer Representative

FOR THE EMPLOYER

*Robert Fowler*  
Robert Fowler, Administrative Officer

*John Dalessandro*  
John Dalessandro, Chief of Police

## Letter Agreement

The parties hereby agree that the following rates shall be changed for all side jobs except for funerals: Effective June 1, 2022, the hourly rate shall be \$40.00 and effective January 1, 2024, the hourly rate shall be \$45.00. Funeral escorts shall be charged a flat rate of \$110 through December 31, 2023 and \$120 after that date through December 31, 2024. The parties further acknowledge and agree that they shall meet to discuss an increase of such hourly rate for side jobs upon the request of either party.

Agreed

Union:

City:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

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