AGREEMENT BETWEEN THE CITY OF NORWALK AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

12-MED-07-0683
12-MED-07-0684
11701-01
K29526
02/04/2013

Captains
Sergeants
and
Patrol Officers

Effective January 1, 2013
through December 31, 2015

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PREAMBLE/PURPOSE

This agreement, entered into by the City of Norwalk, hereinafter referred to as the Employer and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the Union has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1: RECOGNITION

Section 1.1 Employer recognizes the Union as the sole and exclusive representative for the purposes of negotiating wages, hours, terms and other conditions of employment for members of the bargaining units. Wherever used in this agreement, a bargaining unit shall be deemed to include those individuals employed by the Employer in the classifications as set forth below:

Bargaining Unit "A" Patrol Officers
Bargaining Unit "B" Sergeants and Captains

Section 1.2 All positions and classifications not specifically established herein shall be deemed excluded from the bargaining units.

Section 1.3 It is understood that this agreement is entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code, and that no future obligation exists that would require the parties to bargain for this unit in separate negotiations for the length of this agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Section 2.1 Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the City and its Police Department and all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive rights are:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;

B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

C. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed;

D. To determine the Police Department's goals, objectives, programs, and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;

E. To determine the size, composition, and duties of the work force and the number of shifts required; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;

F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Police Department;

G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;

H. To determine the necessity to schedule overtime and the amount required thereof;

I. To maintain the security of records and other pertinent information;

J. To determine the overall budget;

K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and

L. To determine and implement necessary actions in emergency situations.

Section 2.2 The union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 3: UNION BUSINESS

Section 3.1 The Employer will recognize one (1) employee, and/or assistant, per bargaining unit, selected by the members, to act as Union Director for the purposes of processing grievances and attending meetings in accordance with the provisions of the grievance procedure and labor/management meetings contained herein. The members may designate one (1) alternate representative to act in the absence of the chief representative. No employee shall be recognized by the Employer as a representative until the Union has presented the Employer with written certification of that person's selection.

Section 3.2 The investigation and writing of grievances shall normally be on non-duty time, unless specifically authorized otherwise by the Chief of Police or designee. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Union representatives shall not be compensated for attendance at the hearings during non-duty hours. Third party employees, called by the Employer, shall not suffer any loss of pay when called to such a hearing, and shall be paid their straight time rate of pay for all such hours worked.

Section 3.3 A list of up to three (3) non-employee Union representatives will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 3.4 Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees.

B. The union representative or alternate shall not leave his assigned work area to conduct Union business until he has been released by the Chief or his designee. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

C. The union employee official shall cease Union activities immediately upon the request of the supervisor of the area where Union activity is being conducted or upon the request of the employee's immediate supervisor, or upon the request of the Chief of Police or designee.

D. A Union employee official abusing the rules of this section may be subject to disciplinary action.

Section 3.5 A total of up to six (6) work days per year, with pay, may be granted to Union employee representatives to attend Union seminars, conferences, and conventions. Requests for such leave shall be submitted at least thirty (30) calendar days prior to the date(s) being requested. This provision shall be applied to grant a total of six (6) days per year to representatives from both bargaining units (officer and supervisor), and shall not mean six (6) days per bargaining unit.

Section 3.6 The Employer agrees to provide ample space on or for a Union bulletin board; the Employer shall not be obligated to purchase a bulletin board for the Union. All notices which appear on the bulletin board shall be signed, posted, and removed by the Union Director or designee. It is understood that no material may be posted on the Union bulletin board that contains the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous, or derogatory attacks upon the administration;

C. Attacks upon any employee organization, regardless of whether the organization has local membership; and

D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

E. No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on equipment not designated as the Union bulletin board. Proven or repeated violations concerning the use of the Union bulletin board shall be subject to the revocation of bulletin board privileges by the Employer.

ARTICLE 4: NO STRIKE/NO LOCKOUT

Section 4.1 During the term of this agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or its operations. Should any employee(s) engage in any of the above-listed labor actions, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer and the employees stating the labor action is not sanctioned by the Union and that all employees should return to work immediately, assigned by the president of the bargaining units and an authorized representative of the Union.

Section 4.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 4.1 of this article, is subject to discipline or discharge by the Employer. Disciplinary actions taken in accordance with the provisions of this article shall not be subject to the grievance procedure contained herein; however, the sole issue as to whether or not an employee participated in a strike may be pursued through the grievance procedure.

Section 4.3 During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, unless those employees have violated Section 4.1 of this article, as determined by the State Employment Relations Board.

Section 4.4 Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful labor action.

ARTICLE 5: DUES CHECK-OFF

Section 5.1 The Employer agrees to deduct Union membership dues and fair share fees in accordance with this article for all employees eligible for the bargaining units upon the successful completion of their individual probationary periods or the sixty-first (61st) day of employment, whichever comes first.

Section 5.2 The Employer agrees to deduct regular Union membership dues and fair share fees once each month from the second (2nd) paycheck of the month from any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee, except that no authorization shall be required of a fair share fee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee or the Union.

Section 5.3 The parties agree that the Employer assumes no obligation, financial or otherwise, including the administration of dues check-off or fair share fees, arising out of the provisions of this article regarding the deduction of Union dues and fair share fees. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union at 10147 Royalton Road, Suite J, P.O. Box 338003, North Royalton, Ohio 44133, or such other address as may be given by the Union from time to time; their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The Employer shall be relieved from making dues or fair share fee deductions upon an employee's termination of employment, transfer to a job other than one covered by this agreement, layoff from work, an unpaid leave of absence, revocation of check-off authorization, or resignation by the employee from the Union.

Section 5.5 The Employer shall not be obligated to make dues or fees deductions from any employee who, during any month failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues and/or fair share fees.

Section 5.6 The parties agree that neither the employee nor the Union shall have a claim against the Employer for errors in the 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 an error occurred, it will be corrected at the next pay period that the Union dues are deducted.

Section 5.7 The rate at which dues and fees are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making changes in dues deductions. The Union warrants and guarantees to the Employer that no provision of this article shall violate the constitution or laws of either the United States of America or the State of Ohio.

ARTICLE 6: CORRECTIVE ACTION

Section 6.1 No non-probationary employee shall be reduced in pay, suspended, or discharged except for just cause.

Section 6.2 Except in instances where the employee is found guilty of serious or gross misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 6.3 Whenever an investigation concerning any employee occurs wherein a disciplinary suspension, non-probationary reduction, or removal may result, the affected employee will be notified at the time the Chief determines that the investigation indicates discipline may be appropriate and/or required. Investigation of matters which may result in disciplinary action will be completed within a reasonable period of time from the Chief's/Executive Officer's knowledge of such matters, not exceeding four (4) months, except where extenuating circumstances may exist.

An employee has the right to the presence and advice of a Union representative at all conferences where the employee reasonable believes he or she may be subject to disciplinary action. If during the course of an investigatory interview the interview moves from investigatory to accusatory, and/or the affected employee reasonable believes disciplinary action may result, such employee shall have the right to request and have a Union representative/attorney present. Such request shall not unreasonable delay the continuation of the investigation.

If an employee to be questioned is at that time known by the Employer to only be a witness and not under investigation, he shall be so advised of such status.

Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable time with consideration for the employee's work shift, unless operational necessities require otherwise.

Either party may make audio tapes of investigation sessions with full knowledge of all parties involved. However, neither party is required to make tapes, and the unavailability of taping equipment or the inability of either party to make audio tapes shall not serve as a cause for postponement of investigation sessions.

Section 6.4 Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, s/he will be advised that such a failure or refusal may be the basis for such a charge and what penalty could result.

Section 6.5

A. When an anonymous complaint is made against an employee and after the investigation is found to be unsubstantiated, the complaint shall be classified as unfounded, shall be marked and dated as such, and shall be signed by the Chief or designee. Unfounded complaints shall not be placed in an employee's official personnel file. Proven false allegations shall be referred to the Law Director's Office for prosecution according to law.

B. The ultimate decision to institute an internal investigation lies with the Chief of Police. Normally, an internal investigation based upon a non-criminal citizen complaint shall be conducted based on a signed and notarized complaint form.

Section 6.6 Prior to an employee receiving a disciplinary suspension, non-probationary reduction, or discharge, a pre-disciplinary conference between the Employer and the affected employee will be scheduled by the Employer. Such conference will be scheduled no earlier than twenty-four (24) hours from the time the employee is notified. An employee may have a representative of the Union present at such hearing. When only twenty-four (24) hours advance notice is given, an OPBA attorney shall have the right to request in writing that the conference be rescheduled up to forty-eight (48) hours later (except as otherwise specified herein), and such request shall not be unreasonably denied. It shall be the responsibility of the employee to notify and make arrangements for the Union representative to be present. An employee will be advised of the nature of the charges prior to the hearing and will be provided copies of any evidence to be presented upon request.

When the nature of an offense is such that immediate disciplinary action is necessary, the employee will be suspended from the active performance of regular duties, without loss of pay, until the pre-disciplinary conference is held. In such instances, and when only twenty-four (24) hours advance notice is given, an OPBA attorney shall have the right to request in writing that the conference be rescheduled up to twenty-four (24) hours later, and such request shall not be unreasonably denied.

Prior to an internal interview concerning allegations or violations of administrative matters relating to the official business of the City of Norwalk Police Department, and when the alleged violation(s) may result in a reduction in pay, suspension, or discharge, the employee shall be advised as follows:

1. The employee is required to answer all questions fully and truthfully.

2. Refusal to comply with an order is a violation of department rules which will subject the employee to disciplinary action.

3. Where the alleged misconduct is of a nature that could also subject an employee to criminal charges, said employee will be advised that any required self-incriminating information disclosed will not be used against the employee in subsequent criminal proceedings. The form that is known as the Garrity Warning (Appendix C) will be used for this purpose.

4. The interview shall be conducted in a professional manner with questions posed by one investigator at a time. No threats or promises will be made to induce an answer to a question. Reasonable breaks for necessities will be permitted which will not result in suspension or delay of the interview for an unreasonable period of time.

Section 6.7 Formal disciplinary action shall be commenced within thirty (30) days of the pre-disciplinary conference. Where a pre-disciplinary conference is deemed unnecessary, disciplinary action shall be commenced within forty-five (45) calendar days of knowledge of the misconduct or the conclusion of a related investigation, as applicable.

Section 6.8 The Employer agrees that all disciplinary procedures shall be carried out in a private and business-like manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement; with regard to disciplinary action, only reductions in pay, suspension, or discharge are appealable to the arbitration step of the grievance procedure.

Section 6.9 The Employer shall maintain an official personnel file on each employee. Such official file shall normally be maintained under the direction of the Director of Service and Safety. The Employer shall notify the Union of any changes in the maintenance of said files.

An employee shall have the right of reasonable review of his/her personnel file. Upon request of the employee, such review will be scheduled by the Employer with a non-bargaining unit supervisory representative present. An employee may be accompanied by a Union representative at the time of such review. If the employee has reason to believe that there are inaccuracies contained in the personnel file, he/she will have the opportunity to prepare a statement of his/her position which will be reviewed by the Chief of Police and Director of Service and Safety. If they disagree with the memorandum, it will be attached to the records of disciplinary actions and/or evaluations; provided such statement is not derogatory in nature and is not a personal attack upon the Employer/Management. The attachment of such a statement shall not negate or take away from the effect of such action/record. An employee may request a copy of documents in his file. The Employer may levy a reasonable charge for duplicate copies.

Section 6.10 Records of disciplinary actions, performance evaluations, and letters of commendation shall be signed and dated by the employee as acknowledgment that he has viewed such documents. All records of disciplinary action including instructions and cautioning and oral and written reprimands, suspensions, reductions and removals will be retained in the employee's official personnel file.

Section 6.11 For purposes of progressive discipline, records of oral and written warning or reprimands shall cease to have force and effect eighteen (18) months after the date of issuance, provided there is no related intervening discipline during that time period. For purposes of progressive discipline, suspension of five (5) days or less shall cease to have force and effect twenty-four (24) months after their date of issuance, provided there is no related intervening discipline during that time period.

Section 6.12 In the course of an internal investigation where disciplinary action may reasonably result, a polygraph examination will be administered only with the consent of the employee.

Section 6.13 An affected employee shall be provided notice and a copy of any written material placed in his personnel record relative to job performance. Employees shall be provided notice of any request by a third party to review their file. For purposes of this section, a third party shall mean any non-representative of the City, and shall exclude any representative of the City, including but not limited to any member of the administration or legislative body, any individual retained to represent or assist the City, and any other administrative representative from agencies such as the state auditor's office, workers' compensation, PERS, EEOC/OCRC, etc.

ARTICLE 7: GRIEVANCE PROCEDURE

Section 7.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this agreement. The grievance procedure is not to be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

Section 7.2 All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties involved.

Section 7.3 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1
In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union steward, if the former desires (this applies to any future step of this procedure), must identify the alleged grievance and submit it in writing to the employee's immediate non-bargaining unit supervisor (captain/secretary, aka executive officer) within five (5) working days of the occurrence or when the grievant knew or reasonably should have known of the occurrence. The supervisor shall investigate and provide an appropriate answer within five (5) working days following the date on which the supervisor was presented the grievance.

Step 2
If the grievance is not resolved in Step 1, the employee, with the appropriate Union steward, shall within five (5) working days, refer the written grievance to the Chief of Police. The

Chief of Police shall have five (5) work days in which to schedule a meeting with the aggrieved employee and appropriate Union steward. The Chief of Police shall investigate and respond in writing to the grievance within five (5) work days following the meeting date.

Step 3
If the grievance is not resolved in Step 2, the employee, with the appropriate Union representative, may refer the grievance to the Director of Public Service and Safety(herein after

referred to as the Director) within five (5) working days after receiving the Step 2 reply. The Director shall have five (5) work days in which to schedule a meeting with the grieved employee and his appropriate Union representative. The Director shall investigate and respond to the grievant and/or appropriate Union representative within five (5) working days following the meeting.

Step 4 – Arbitration

If the grievance is not satisfactorily settle in Step 3, the Union may make a written request that the grievance be submitted to arbitration within ten (10) work days following the date the grievance was answered in Step 3. In the event that the employee and his appropriate Union representative do not refer the grievance within the above time period, the grievance shall be considered resolved.

An alleged grievance brought by the Employer shall be submitted to the Board of Local Union officers through the Local President within five (5) work days of the occurrence that gave rise to the grievance! The parties shall have five (5) work days to meet to attempt to resolve the alleged grievance. If the grievance is not satisfactorily resolved, the Employer may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within ten (10) work days following the date of the meeting.

Upon receipt of a request for arbitration, the Employer, or his designee, and the representative of the Union shall, within ten (10) working days, agree to a mutual selection or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt; of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within seven (7) working days. The parties shall use the alternate strike method from the list of seven (7) arbitrators. The party requesting the arbitration shall make the first strike; strikes will be made until one (1) arbitrator remains. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject one (1) list of names provided by the FMCS. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue his decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the agreement in question. The arbitrator's decision and recommendation shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement. Furthermore, the arbitrator shall not add to, subtract from, or modify the language contained therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not submitted. The arbitrator shall not submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on right arising under any previous agreement, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of the agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of monetary award, the arbitrator shall not recommend retroactive settlement beyond the date(s) of the incident giving rise to the grievance.

The question of a grievance being arbitrable may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of being arbitrable, the alleged grievance is to be heard on its merits before the same arbitrator.

Recommendations of the arbitrator shall be final and binding upon both parties. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne by the party calling the witness. The fees of any court reports shall be paid by the party asking for same: such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 7.4 All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

A. aggrieved employee's name and signature;

B. aggrieved employee's classification;

C. date grievance was first discussed and name of supervisor with whom the grievance was discussed;

D. date grievance was filed in writing;

E. the location where the grievance occurred;

F. a description of the incident giving rise to the grievance;

G. specific articles and sections of the agreement violated; and

H. desired remedy to resolve the grievance.

Section 7.5 A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance where several employees were affected in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance. The Employer will provide the Union with a copy of any grievance and resolution thereof filed and processed by an employee without a representative of the Union.

Section 7.6 Any grievance that originates from a level above Step 1 may be submitted directly to the step or level from which it originates by mutual agreement of both parties.

Section 7.7 For the purposes of this article, work days shall be defined as Monday through Friday, and shall exclude Saturdays, Sundays, and recognized holidays.

ARTICLE 8: LABOR/MANAGEMENT MEETINGS

Section 8.1 In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Director of Safety/Service, the Chief, and/or his designee shall meet with not more than three (3) representatives (multi-unit) of the Union to discuss those matters addressed in Section 8.2. Additional representatives may attend by mutual agreement.

Section 8.2 An agenda will be furnished and/or exchanged, unless waived, at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

A. Discuss the administration of this agreement;

B. Notify the Union of changes made by the Employer which affect bargaining unit members;

C. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

F. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and

G. To consider and discuss health and safety matters relating to employees.

Section 8.3 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 8.4 Labor/management meetings are not generally intended to be negotiation sessions(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Chief of Police/designee. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 9: HOURS OF WORK/OVERTIME

Section 9.1 Work hours, assignments, and schedules shall be established by the Employer. This article is intended to define the normal hours of work per day, per week, and per work period. Additionally, the article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work hours per day, per week, or per work period. Nothing contained herein shall be construed as preventing the Employer from restructuring or changing the normal work day, work week, work period, or work schedules of employees based on operational needs and/or for reasons of efficiency, effectiveness, and improving services as determined by the Employer.

Section 9.2 A base of forty (40) hours per week is considered the normal work week, normally consisting of five (5), eight (8) hour days. Under normal circumstances, employees shall be advised of their work schedule for the following work week or work period at least fourteen (14) days in advance. The Employer may adjust an employee's work schedule based on operational needs, manpower levels, to maximize the utilization of personnel, and for reasons of economy and/or efficiency. Whenever possible, employees will be given a seventy-two (72) hour advance notice, either verbally or in writing, of any adjustments.

Section 9.3 The Employer shall be the sole judge of the necessity for overtime. All overtime shall be authorized in advance by the Chief of Police or his designee(s). Employees shall be entitled to overtime compensation for all hours actually worked in excess of eighty (80) hours in

an established fourteen (14) day work period and for all hours over eight (8) in a twenty-four (24) hour period from the start of the last scheduled shift. Where training time is scheduled to begin or end less than eight (8) hours before or after an employee's regular shift, the employee shall be entitled to overtime pay for those hours in training in excess of eight (8) hours in the applicable twenty-four (24) hour period. Overtime compensation shall normally be at the rate of one and one-half (12) hours pay for each overtime hour worked. At the option of the employee, overtime compensations may be in the form of compensatory time at a rate of one and one-half (1 ½) hours of compensatory time for each overtime hour worked, up to a maximum of one hundred twenty (120) hours per calendar year provided that the exercise of such option by the employee does not cause the employer to incur additional overtime expense in covering the employee's shift. Any such accrued compensatory time may be used provided the affected employee requests such time off at least five (5) work days in advance of the date being requested and subject to the approval of the Chief of Police. Any compensatory time not taken or scheduled within the applicable calendar year during which it is earned shall be paid during the last pay period of the year. Any employee may also earn up to twenty-four (24) hours of compensatory time between December 1 and December 31, which if not used, will be carried over into the next calendar year.

Section 9.4 Whenever the Employer determines the necessity for overtime, such overtime shall be first offered on a voluntary basis among sworn full-time employees by seniority on a rotating basis, regardless of whether or not such sworn full-time employee is a bargaining unit member. If an adequate number of volunteers are not obtained, overtime shall be mandatory and shall be assigned to the least senior qualified employee(s) on a rotating basis. Overtime shall be equalized as far as possible by providing equal opportunity for overtime to each qualified employee. The Chief of Police shall not be placed upon the voluntary overtime rotation.

Section 9.5 Call in pay is defined as payment for work assigned by the Chief of Police or his designee and performed by an employee at a time that does not abut his normal work schedule. Work done in this manner shall be compensated at the rate of one and one-half (12) times the normal rate of pay for a minimum of three (3) hours, and shall be paid only during the time the employee is physically performing this assignment.

Section 9.6 Whenever it is necessary for an off-duty employee to appear in court, answer subpoenas, or attend pretrial conferences for the prosecution of a criminal or civil case, such officer shall be compensated at a rate of time and one-half (12) the normal rate of pay for a minimum of three (3) hours.

The following chart will be utilized when the employer cancels overtime for court.

Prior Notice in Hours	*Method of Notification*	*Arrival on Station*	*Remedy*
None	None - failure to notify	Yes	3 hours of overtime
None	None - failure to notify	No	No arrival on station -no overtime
Less than 1 hour	Phone or in person	Yes	3 hours of overtime
Less than 1 hour	Phone answered or phone message	No	No arrival on station -no overtime – officer choice to report
One hour or more but less than 24 hours	Phone message	Yes	Work 1.5 hours, claim 3 hours of overtime
One hour or more but less than 12 hours	Phone answered, phone message or notified in person	No	No arrival on station --no overtime – officer choice to report
More than 12 hours	Phone answered, phone message or email	Yes	No overtime, enough prior notice given

No employee shall be entitled to more than one (1) three-hour minimum pay for any consecutive three-hour period. Any employee who is called in and works in excess of three (3) hours shall be paid at the applicable rate for all time worked over the three (3) hour minimum. However, where three (3) or more hours separate the beginning of required court appearances, the employee shall be paid two (2) three-hour minimums, or actual hours worked, whichever is greater, for such appearances. Court cases scheduled thirty (30) minutes before or after a regularly scheduled shift will be paid as a one (1) hour overtime shift abutment.

Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the Chief within three (3) days of receipt. Any travel pay received when an employee uses City supplied transportation will similarly be turned over to the Chief.

Section 9.7 For the purpose of computing overtime pay, holidays, vacation, sick leave, and funeral leave days shall be counted as hours and days worked. Nothing in this section shall be construed as allowing the pyramiding of different types of compensation.

Section 9.8 There shall be no overtime paid to employees who work more than eight (8) hours in a twenty-four (24) hour period while changing from one shift to another.

ARTICLE 10: LEAVE OF ABSENCE

Section 10.1 The Employer may, at its discretion and upon the written request of an employee, grant a leave of absence without pay for a period not to exceed six (6) months. Time spent on Family and Medical Leave shall be tolled against the six (6) month period as may be applicable. An additional six (6) months may be granted in the case of an approved leave of absence for educational purposes, at the discretion of the Employer.

Section 10.2 Any employee on leave of absence shall not earn sick leave or vacation leave during this absence period, nor shall they be entitled to any holiday pay for any holidays falling within this absence.

Section 10.3 No employee on leave of absence shall engage in any other full-time employment during this leave. Prior approved part-time work may be continued upon giving notice to and receiving approval from the Chief of Police. Part-time work to provide a supplement income when on educational leave and/or educational internship program may also be approved at the discretion of the Employer. Such employee may at his/her own cost and expense maintain his/her insurance program(s) with the Employer during a leave of absence without pay (exclusive of Family and Medical Leave), provided payment is made within the proper time frames established by the Employer. If it is found that the leave is not actually being used for the purpose for which it is granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee.

Section 10.4 An employee who fails to return to duty at the completion or cancellation of a leave of absence without reporting to the Employer or his representative shall be terminated from employment.

ARTICLE 11: MATERNITY/PATERNITY LEAVE

Section 11.1 Upon written request to the Employer, a pregnant employee shall be granted sick leave, Family and Medical leave, and/or leave of absence without pay, subject to the following provisions:

A. Upon request, and subject to the sick leave provisions herein, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave only for the period of time, as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave shall not be prevented from receiving a leave of Family and Medical Leave for any remaining time in accordance with the Family and Medical Leave Act and the Employer's policy. Upon exhaustion of Family and Medical Leave, an employee may apply for a leave of absence without pay in accordance with the provisions of Article 10 herein.

B. A pregnant employee, upon request, shall be permitted to use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation leave will precede any unpaid Family and Medical Leave.

Section 11.2 Paternity Leave

A. Paternity leave shall, upon request, be granted from accrued sick leave to male employees for the assistance or care of their spouse or child(ren) during the postnatal period. A limit of five (5) consecutive work days may be allowed and shall be charged against sick leave and Family and Medical Leave. Written request for paternity leave shall be made to the employee's supervisor.

B. If additional time is needed, an employee may apply for Family and Medical Leave in accordance with the Employer's policy. Prior earned vacation time, sick time, and/or holiday time may be substituted for unpaid Family and Medical Leave.

ARTICLE 12: ON-DUTY INJURY

Section 12.1 When an employee is injured in the line of duty, he/she shall be on paid leave from the first day of injury, provided the employee files for workers' compensation and signs a waiver assigning to the Employer those weekly benefits received from workers' compensation for the number of weeks the employee receives workers' compensation. Eligibility under this article is limited to line-of duty injuries within the scope of his employment which renders said employee unable to return to duty, and such injuries must be reported through an incident report within seventy-two (72) hours of the incident and injury. The affected employee must provide a physician's diagnosis and certification and execute an agreement, as set forth in Appendix B, in order to be able to receive payment in accordance with the provisions contained herein. The Employer shall have the right to designate that the first one hundred eighty (180) days, or any portion thereof, be on-duty injury leave, payable by the City, and without application for lost wages through workers' compensation.

Section 12.2 An employee shall be considered a full-time employee under this article and shall not suffer loss of pay or special pays which he/she would normally be entitled to.

Section 12.3 The Director of Service and Safety or his designee shall determine certification for eligibility for payment in matters concerning on-duty injury as to whether or not the injury occurred on duty. A claim initially determined non-compensable by the Director of Service and Safety/designee may be overturned by Order of the Industrial Commission of Ohio, and in such cases, the employee would then be entitled to the privileges herein. The Employer shall have the right, at the Employer's expense, to require a physical exam by a physician appointed and paid by the Employer, who will determine ability to return to work due to the injury. The Employer's designated physician's opinion shall govern. Nothing in this article shall prevent the Employer

from assigning duties to said employee, in the opinion of the physician; the employee can perform, at full pay and benefits.

Section 12.4 The employee injury leave shall continue until any of the following occur:

A. The employee is certified as physically, psychologically, and emotionally fit for return to duty;

B. The employee is eligible for disability retirement under the Police and Fireman's Disability Pension Fund of Ohio, which the employee shall apply for upon determination by the Employer's physician that the on-duty injury involved has rendered the employee totally and permanently disabled, or partially and permanently disabled;

C. Notwithstanding any other provision of this article, not to exceed a period of twelve (12) months.

Section 12.5 The Employer shall continue to contribute the Employer's portion of the premium costs for insurance in accordance with the provision of Article 21 contained herein for the time period the employee is receiving on-duty injury leave, not to exceed twelve (12) months.

ARTICLE 13: MILITARY LEAVE

Section 13.1 Full-time employees of the Employer who are members of the Ohio National Guard, the Ohio Defense Corps, The Naval Militia, or members of other reserved components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year.

Section 13.2 The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Any such affected employee shall notify the Employer as soon as they receive their orders and at least thirty (30) calendar days prior to the date which such duty will commence.

ARTICLE 14: SICK LEAVE

Section 14.1 Employees recognize that sick leave is a benefit offered to them by the Employer, not an entitlement. Employees hired on or after August 1, 1990, shall accrue sick leave in the following manner:

A. The first (1st) through the fifth (5th) year of employment with the Norwalk Police Department, said employee shall accrue sick leave at the following rate:

   .0385 hours of sick leave for each regular hour of compensation not to exceed ten (10) days (eighty [80] hours) per year;

B. Beginning the sixth (6th) year of employment with the Norwalk Police Department, said employee shall accrue sick leave at the following rate:

   .05 77 hours of sick leave for each regular hour of compensation not to exceed fifteen (15) days (one hundred twenty [120] hours) per year.

Employees may use sick leave upon approval of the Chief of Police or his designee for absence due to personal illness or injury, or for illness or injury of an immediate family member where the presence of the employee is necessary. Immediate family shall include spouse, child, parent, siblings, grandparents, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sibling, or other person who stands in the place of a parent, and spouse's parents. Unused sick leave shall be cumulative without limit. Sick leave shall be charged in minimum increments of one-half (1/2) hour.

Section 14.2 An employee must call in as far in advance of his shift as possible, and normally at least two (2) hours prior to the start of his shift, to report an absence and request sick leave. The Chief of Police or designee may waive the advance call in requirements based on unusual circumstances and at their discretion. The Chief of Police and/or his designee shall require an employee to furnish a satisfactory written and signed statement to justify the use of sick leave, and may require a physician's statement. If medical attention is required, a certificate from a licensed physician stating the nature of the illness and indicating the ability of the employee to return to work shall be required. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action, including discharge. The Employer retains the right to investigate any employee's absence, including instances of patterned or excessive use of sick leave. Further, the Employer reserves the right to withhold any benefit payments to any employee making a false or improper claim for benefits under this article, including patterned or excessive use of sick leave, and may take disciplinary action.

Section 14.3 A full-time employee with ten (10) or more years of service with the Police Department may at the time of retirement from active service, or the estate of an employee who

dies with ten (10) or more years of service prior to retirement, may elect to be paid in cash for fifty percent (50%) of up to twenty-two hundred (2,200) hours of accrued but unused sick leave. Such payment shall be based upon the employee's base rate of pay at the time of retirement or death. Payment for sick leave under this provision shall be considered to eliminate all sick leave accrued by the employee and such payment will be made only once to any employee. The maximum payment which may be made under this section shall be eleven hundred (1,100) hours.

Section 14.4 A full-time employee who is laid off will, upon reinstatement to service, have any accrued but unused sick leave existing at the time of his layoff or leave placed to his credit.

Section 14.5 A full-time employee who transfers from the Police Department to another department or division of the City, or from another department or division of the City to the Police Department, may request to transfer any accrued by unused sick leave. Such request shall be submitted in writing to the Director of Public Service/Safety for verification and approval.

ARTICLE 15: FUNERAL LEAVE

Section 15.1 A regular full-time employee who is absent from work due to a death in the employee's immediate family: spouse, child, parent, sibling, grandparent, grandchild, spouse's parents, step-parent, other person who stands in the place of a parent, step-child, or step-sibling, shall be granted up to a three (3) work day leave of absence with no loss of pay. A regular full-time employee shall be granted a one (1) day extension of the funeral leave with no loss of pay for travel time if a funeral covered by this section takes place outside the State of Ohio.

Section 15.2 A regular full-time employee may utilize one (1) day of funeral leave to attend the funeral of the employee's daughter-in-law, son-in-law, sister-in-law, or brother-in-law.

ARTICLE 16: HOLIDAYS

Section 16.1 A full time employee shall be entitled to the following legal holidays occurring after their one (1) year continuous service anniversary date.

New Year's Day - first day of January
Martin Luther King Day - third Monday in January
President's Day - third Monday in February
Memorial Day - last Monday in May
Independence Day - fourth of July
Labor Day - first Monday in September
Columbus Day - second Monday in October
Veteran's Day - eleventh day of November

Thanksgiving Day - fourth Thursday in November
Christmas Day - twenty-fifth day of December

Section 16.2 In addition to the holidays listed in Section 1 herein, each full-time employee with one (1) full year of continuous service with the Police Department shall be entitled to two (2) personal days, sixteen (16) hours per year and three (3) holiday, twenty-four (24) hours per year in lieu of all other compensation for working regular schedules on the ten (10) designated holidays. All holidays provided pursuant to this Article 16 will be credited to the employee on January 1 of each calendar year and must be used in that calendar year and shall not carry over into the next calendar year, provided, however, that an employee must be actively employed with the City as each holiday listed in Section 16.1 occurs in order to be entitled to the holiday. Any holiday not used by the employee during the calendar year in which it is credited shall be lost and the employee shall not be entitled to any compensation therefor. Such holidays shall be scheduled with the prior approval of the Chief of Police. An employee attaining one (1) year of service on or after July 1 shall receive one (1) floating holiday that calendar year.

Section 16.3 If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday.

Section 16.4 Holidays in Sections 16.1 not taken on the designated day and personal time in Section 16.2 may be taken on another day as mutually agreed by the employee and the Chief of Police or his designee. An employee should give the Employer a five (5) calendar day advance notice of when a holiday is desired. The Employer has the right to cancel and reschedule any holiday based on manpower needs. In instances where the five (5) calendar day advance notice is given and where at least seventy-two (72) hours advance notice of the cancellation of a holiday is not given, the employee will receive their overtime rate for hours actually worked.

Section 16.5 If a holiday occurs while an employee is on paid vacation or sick leave, such leave time will not be charged against the employee's vacation or sick leave balance.

Section 16.6 The Chief of Police or designee shall attempt to equitably distribute and rotate the holidays each employee shall be required to work.

Section 16.7 Holiday pay shall be based on the employee's regular hourly or daily rate.

Section 16.8 In the event an employee departs his or her employment with the Police Department for any reason and has scheduled and taken more holidays than have occurred pursuant to section 16.1 at the time of such departure, said employee shall be liable for and repay the City for all wages received for such holidays taken but not occurring until after termination. At its option the City may withhold such repayment from the employee's final paycheck.

ARTICLE 17: VACATIONS

Section 17.1 Full-time employees who have completed one (1) full year of continuous service with the Police Department shall be entitled to vacation with pay. An employee shall be credited with vacation upon the completion of one (1) year of service and shall then accrue additional vacation in accordance with the schedule set forth below. Upon moving from one (1) level of accrual to another (e.g., seven [7] years), an employee shall be credited with one (1) additional week of vacation within the pay period in which his anniversary falls and then shall accrue at the higher rate. Service with another public employer shall not be counted for the purpose of vacation accrual; however, employees hired prior to August 1, 1987, who had previously been granted prior service credit, shall not lose such credit. Full-time employees who have been employed by the City in a part-time capacity within ten (10) years of their re-employment date shall be credited for one (1) quarter of prior service credit for each complete five hundred twenty (520) hours worked. This provision shall not affect employees hired prior to January 1, 2000, who will retain prior service as previously credited. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

Completed Length of Service	**Maximum Vacation Hours**	**Accrual Rate Per Regular Hour Compensated**
One (1) year but less than seven (7) years	80 hours	.0385
Seven (7) years but less than fifteen (15) years	120 hours	.0577
Fifteen (15) years but less than twenty-two (22) years	160 hours	.0769
Twenty-two (22) years or more years of service	200 hours	.0963

Section 17.2 All vacations shall be scheduled and approved by the Chief of police or designee. The Employer shall determine the number and classifications of personnel who may be granted vacation time off at any one (1) time. If two (2) or more employees request the same time period, the acceptable number of employees with the highest classification seniority shall be granted the vacation request.

Employees shall take vacation time off unless otherwise mutually agreed between the employee and the Chief of Police. An employee may have a vacation ceiling balance of eighty (80) hours above their annual accrual before a forced vacation will be scheduled by the Chief of Police. Should it be mutually agreed that an employee work during his scheduled vacation, such employee shall be compensated for such vacation time at his regular rate of pay and shall not be credited with such vacation hours for the purpose of computing overtime.

Notwithstanding the provisions above, an employee earning one hundred twenty (120) or more

vacation hours per year may, with the approval of the Chief of Police and the Director of Public Service and Safety, elect to be paid for up to eighty (80) hours of vacation time once per calendar year and payment will occur within the first pay of December.

Section 17.3 Any full-time employee leaving the service of the Police Department shall be entitled to pay for any accrued but unused vacation time. In the event of the death of a full-time employee, any accrued but unused vacation time shall be paid to the employee's spouse or estate.

ARTICLE 18: SENIORITY

Section 18.1 "Seniority" shall be defined as the uninterrupted length of continuous service with the City of Norwalk Police Department. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 18.2 A break in continuous service shall occur when an employee:

A. quits or resigns;

B. is discharged;

C. retires;

D. is laid off for a period in excess of one (1) calendar year;

E. is absent without leave for three (3) consecutive work days or more;

F. fails to return from leave of absence upon expiration or cancellation;

G. fails to report to work within five (5) days of the date of recall.

Section 18.3 An approved leave of absence does not constitute a break in continuous service providing the employee follows the proper procedure for such leave and returns to active service immediately following the expiration or cancellation of the approved leave.

ARTICLE 19: LAYOFF AND RECALL

Section 19.1 Whenever the Employer determines that a layoff or job abolishment is necessary within one (1) of the bargaining units, the Employer shall notify the affected employee(s) in writing at least ten (10) calendar days in advance of the date of layoff or job abolishment.

Section 19.2 The Employer shall determine in which classifications(s) and which bargaining unit(s) layoff or job abolishment will occur. Within each classification affected, layoff shall occur in the following order:

A. New hires who have not completed their probationary period;

B. Promoted employees who have not completed their probationary period;

C. Employees who have completed the probationary period with the least seniority.

The order of layoff in each of the above categories shall be determined by least department seniority. If two (2) or more employees have the same department seniority, the employee with the least classification seniority shall be displaced.

Section 19.3 Employees who are placed on layoff may apply their department seniority to displace an employee with department seniority in any lateral or lower bargaining unit classification in which the displacing employee holds classification seniority and provided he is presently qualified to perform all of the duties of the lateral or lower classification. The employee shall receive the applicable rate of pay for that classification. Employees shall notify the Employer in writing within five (5) calendar days of the notice of layoff of their intent to displace another employee.

Section 19.4 Employees who are placed on layoff may request to receive payment for earned but unused vacation, holidays, and/or compensatory time. Such request must be made prior to the effective date of layoff. Employees who do not request payment for earned but unused time shall receive payment for such time either at the time of layoff or at the conclusion of twelve (12) consecutive months of layoff, at the option of the Employer.

Section 19.5 Recall from layoff will be made in reverse order of layoff: that is, the last employee placed on layoff from each classification shall be the first to be recalled. Employees shall be given ten (10) days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of their current address. Employees who refuse recall to a classification from which they have been laid off shall lose all seniority and recall rights. Employees who fail to return to work within five (5) work days of the date of recall shall lose all seniority and

employment rights. Employees shall remain on the appropriate recall list for eighteen (18) months from the effective date of the layoff, provided they maintain any certification required for their position.

ARTICLE 20: WAGES

Section 20.1 Effective January 1, 2013, wages shall reflect a two percent (2%) general wage increase; effective January 1, 2014 wages shall reflect a zero percent (0%) general wage increase; effective January 1, 2015 the wages shall reflect a zero percent (0%) general wage increase. The following wages shall apply (the wage percentage was added to the hourly rate, rounded to the nearest cent and then multiplied by 2080 to get the annual wage):

	Hourly	2013 2% Bi-Weekly	2013 2% Annual	2014 0% Bi-Weekly	2014 0% Annual	2015 0% Bi-Weekly	2015 0% Annual
Police Captain							
Step 1	29.08	2,326.40	60,486.40	2,326.40	60,486.40	2,326.40	60,486.40
Step 2	28.24	2,259.20	58,739.20	2,259.20	58,739.20	2,259.20	58,739.20
Police Sergeant							
Step 1	27.44	2,195.20	57,075.20	2,195.20	57,075.20	2,195.20	57,075.20
Step 2	26.35	2,108.00	54,808.00	2,108.00	54,808.00	2,108.00	54,808.00
Police Officer							
Step 1	25.31	2,024.80	52,644.80	2,024.80	52,644.80	2,024.80	52,644.80
Step 2	24.08	1,926.40	50,086.40	1,926.40	50,086.40	1,926.40	50,086.40
Step 3	21.55	1,724.00	44,824.00	1,724.00	44,824.00	1,724.00	44,824.00
Step 4	20.26	1,620.80	42,140.80	1,620.80	42,140.80	1,620.80	42,140.80

Captain A Captain with six (6 months or less of service) shall be known as a step 2 Captain.

A Captain starting with the seventh (7th) month of service as a Captain shall be known as a Step 1 Captain

Sergeant A Sergeant with six (6 months or less of service) shall be known as a step 2 Sergeant.

A Sergeant starting with the seventh (7th) month of service as a Sergeant shall be known as a Step 1 Sergeant.

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Officer A Step 4 Patrol Officer shall be those Police Officers who have successfully completed OPOTA Basic Police Training.

A Step 3 Patrol Officer shall be those Police Officers who have completed one (1) year of full time service with the Norwalk Police Department.

A Step 2 Patrol Officer shall be those Police Officers who have completed two (2) years of full time service with the Norwalk Police Department.

A Step 1 Patrol Officer shall be those Police Officers who have completed three (3) years of full time service with the Norwalk Police Department.

Section 20.2 Whenever a Patrol Officer is required and assigned by the Employer to assume the full duties and responsibilities of a Sergeant for a four (4) hour period or more, said employee shall receive the base rate of pay for a Step 2 Sergeant for all such hours actually worked.

Whenever a Sergeant is required and assigned by the Employer to assume the full duties and responsibilities of a Captain, and actually works as a Captain, for a three (3) consecutive work day period or more, said employee shall receive the base rate of pay for a Step 2 Captain for all such hours actually worked.

Section 20.3 The parties recognize that longevity pay was abolished by mutual agreement in 1988 by adding the sum of eight hundred and twenty dollars ($820.00) to the base rates of pay for each classification prior to computing general wage increases.

Section 20.4 An employee regularly scheduled to work second or third shift shall receive a shift differential payment as follows:

Second Shift (afternoons)	$0.65
Third Shift (nights)	$0.55

Second (2nd) shift means the majority of hours between 2:00 p.m. and 10:00 p.m., or such eight (8) hour period designated by the Employer as “second” or “afternoon” shift.

Third (3rd) shift means the majority of hours between 10:00 p.m. and 6:00 a.m., or such eight (8) hour period designated by the Employer as “third” or “night” shift.

Shift differential shall apply only to regular (non-overtime) hours actually worked.

An employee scheduled for 2nd/3rd shift who utilizes paid leave (e.g., vacation, holiday, sick, compensatory time, etc.) is not entitled to shift differential for any time not actually worked.

Shift differential shall not apply to excess hours beyond an employee's eight (8) hour day or eighty (80) hour work period. However, any shift differential actually paid shall be utilized in the computation of the regular rate of pay for purposes of overtime computation.

ARTICLE 21: INSURANCE (HEALTH CARE)

Section 21.1 For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance (health plan) as provided to other City employees under a group insurance plan. Such coverage may be provided through an outside provider, a self-insured plan, or a combination of the two (2). However, in the event that during the term of this agreement a National Health Care Program is enacted which imposes new or additional payroll taxes/costs on the Employer, or reduces in whole or in part the deductibility to the Employer of its contribution to the health care plan, the terms of the health care plan will be modified to the extent possible and permitted by law to conform with any such National Health Care Program and to the extent necessary to avoid any new or additional payroll taxes/costs or loss of deductibility.

Section 21.2 The cost of health care premiums shall be split on a percentage basis with the Employer and the employee. Adjustments to health care premiums shall occur annually at the beginning of the City's health care plan year and shall be provided to the employee prior to the Effective date. The following is the percentage split:

Employer/Employee Premium Percentage Split

Coverage	Plan Year 2013	Plan Year 2014	Plan Year 2015
Single	85/15	85/15	85/15
Family	85/15	85/15	85/15

Section 21.3 Eligible employees may elect single or family coverage. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each participating employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment or application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 21.4 The parties agree that, at the close of each contract year, a meeting will be held between the Employer and the Union to review the Employer's experience during the previous

year and to discuss the amount of premium/costs and the amount of employee contribution for the ensuing year. Input and/or recommendations from the Union will be accepted and considered along with input/recommendations from other recognized unions and City employees.

Section 21.5 The current hospitalization and medical insurance program provides for a four hundred dollar ($400.00) per person and eight hundred dollar ($800.00) per family deductible, maximum annual out-of-pocket expense limitations of six hundred dollars ($600.00) per individual and one thousand two hundred dollars ($1200.00) per family, and an 80/20 co-payment for combined hospital and medical benefit. These provisions apply only if the employee/family member uses the approved network of medical providers as defined in the plan. If offered, eligible employees may elect other plan options.

Section 21.6 The Employer may enter into any cost containment agreements with any provider at any time during the life of this agreement. The Union and bargaining unit employees agree to participate in any educational program offered for this purpose, and further agree to comply with any and all policy/plan requirements of the provider/administrator.

Section 21.7 The Employer may, during the life of this agreement, change insurance carriers/providers/administrators. Prior to any transfer of coverage to a comparable program with a new carrier/provider/administrator, the Employer will notify the Union and provide them the opportunity for review and comment.

Section 21.8 The Employer agrees to provide fully paid life insurance coverage, which includes accidental death and dismemberment, in the amount of forty thousand dollars ($40,000.00) per employee, to each full-time employee on the first of the month following thirty (30) days of employment. The City shall own the life insurance policy and the employee shall designate their own beneficiary. Benefits shall be paid directly to the beneficiary according to the terms stipulated in that policy.

ARTICLE 22: UNIFORM ALLOWANCE

Section 21.1

A. A newly hired employee in bargaining units AA@ and AB@ shall be issued basic uniforms by the City. Additionally, employees transferring from uniform to plainclothes or vice versa shall be entitled to a uniform allowance of six hundred dollars ($600.00). Employees returning to uniform duty shall utilize any prior uniforms deemed to be acceptable by the Employer. Such uniform transfer allowance shall be applicable during said employee's first year of service. An employee must provide proper proof to the Director of Service and Safety (either valid receipts or purchase orders) in order to receive payment under this provision.

B. The Employer shall furnish and/or replace as deemed appropriate all firearms, handcuffs, mace, ammunition, chevrons, and leather goods as required by the Employer.

Section 22.2 Full-time bargaining unit officers and supervisors who have completed one (1) full year of continuous service shall be entitled to a uniform allowance of eleven hundred dollars ($1,100.00) per year payable in equal semi-annual checks, separate from their regular payroll checks, the first pay in February and August. Such uniform allowance shall be available for the purchase of any of the following items: cap, shirt, coat, trousers, shoes, and overcoat. Additionally, equipment and leather items, or other acceptable clothing items, may also be purchased. Bargaining unit officers and supervisors shall maintain their uniforms in order to look professional. In calendar year 2015 the uniform allowance shall increase to one thousand three hundred fifty dollars ($1,350.00) per year, payable as provided in this section.

Section 22.3 Items purchased under these provisions must comply with the prescribed uniform as established by the Employer and the Employer reserves the right to direct a bargaining unit member to replace a worn uniform item. Additionally, the Employer will provide officers and supervisors with bulletproof vests as prescribed by the Employer. Such vests shall be replaced as suggested by the Employer considering employee safety.

Section 22.4 The Employer agrees to notify the Union of any change in the required uniform and initial issuance prior to implementing such change.

ARTICLE 23: EDUCATIONAL INCENTIVES

Section 23.1 Each full-time employee shall be entitled to a maximum reimbursement per calendar year of one thousand dollars ($1,000.00) toward the costs incurred for tuition and fees for the successful completion of job-related course work. Both the schools and course work must be prior approved by the Chief of Police and the Director of Service and Safety.

Section 23.2 An employee must attain a “B” grade, or equivalent thereof, in order to receive full reimbursement for approved course work. An employee who receives a “C” grade or equivalent will receive one-half (2) reimbursement, up to the maximum provided for the approved course work. Proof of successful completion must be provided prior to any reimbursement.

Section 23.3 An employee who receives a degree in law enforcement, criminal justice, related social science field or a degree which the employer acknowledges will be applicable to the employee’s job performance upon the approval of the Chief of Police and Safety/Service Director, shall be eligible for an annual educational incentive as follows:

Associate's Degree	$250
Bachelor's Degree	$400

Master's Degree	$600
Doctorate	$750

An employee shall provide the Employer with a copy of their respective diploma in order to be eligible for the educational incentive. Educational incentives shall not compound, and any employee shall be eligible for only one (1) such incentive per year.

For purposes of this Article the accreditation databases of the U.S. Department of Education and/or the Council for Higher Education Accreditation shall be used to determine higher education institution accreditation.

Educational incentives shall be made in a lump sum payment during the first pay period in September of each calendar year.

ARTICLE 24: PROBATION PERIODS

Section 24.1 All newly hired employees shall be required to serve a one (1) year probationary period. Employees may be disciplined or terminated from employment at any time during their initial probationary period, and such action shall not be appealable through the grievance procedure set forth herein nor through any civil service procedure.

Section 24.2 Promoted employees shall serve a promotional probationary period of six (6) months. Promoted employees who fail to meet acceptable standards for the higher position shall be reduced to their former position at the discretion of the Employer. Reductions of promotional probationary employees are appealable through the grievance procedure set forth herein.

ARTICLE 25: SEVERABILITY

Section 25.1 This agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 25.2 Should any part of this agreement or any provisions contained herein be declared invalid by operation of law, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 26: WAIVER IN CASE OF EMERGENCY

Section 26.1 In cases of emergency directly affecting the City of Norwalk, declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the Mayor and/or City Council, the federal or state legislature, or the Police Chief, such as acts of God or civil disorder, the following conditions of this agreement may automatically be suspended at the discretion of the Employer:

A. Time limits for management replies on grievances, or Union submissions of grievances;

B. Selected work rules and/or agreements and practices relating to the assignment of all employees.

Section 26.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

ARTICLE 27: DURATION OF AGREEMENT

Section 27.1 This agreement shall be effective January 1, 2013, and shall remain in full force and effect through December 31, 2015.

Section 27.2 If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to nor later than one hundred fifty (150) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless otherwise extended by mutual agreement.

Section 27.3 The parties acknowledge that during the negotiations which resulted in this agreement, each had the right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining. Therefore, this agreement constitutes the entire agreement between the parties and all other agreements written, oral or otherwise are hereby canceled.

Section 27.4 Nothing in this article shall preclude the parties from mutually agreeing to amend or modify this agreement, provided such amendment or modification is reduced to writing and signed by both parties.

ARTICLE 28: PENSION "PICKUP"

Section 28.1 The Employer shall, as soon as practicable, create a "tax-saving plan," wherein the Employer deducts the employee's contribution to the Police and Fireman's Pension Fund prior to calculating withholding taxes, upon approval of the Internal Revenue Service.

Section 28.2 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions which are A picked up@ by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pickup" program and will, therefore, be included in compensation for the purposes of the Police and Fire Disability Pension Fund calculations, and for the purpose of the parties in fixing salaries, and compensation of contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the "pickup" is deducted from gross salary.

ARTICLE 29: FAMILY AND MEDICAL LEAVE

Section 29.1 Eligible employees may be granted family and medical leave (FML) pursuant to the Family and Medical Leave Act of 1993.

Section 29.2 It is intended through this article that the parties comply with the Family and Medical Leave Act of 1993. The Employer may promulgate and/or modify policy in furtherance of that objective provided such policy/modification does not conflict with any other express provisions of this agreement.

SIGNATURE PAGE

All articles of this agreement will take force and effect on January 1, 2013 through December 31, 2015.

In witness whereof, the parties hereto have caused this agreement to be executed this 18TH day of DECEMBER, 2012.

For the City of Norwalk

Mayor Robert L. Duncan

Norwalk Law Director Stu O'Hara

For the OPBA

Seth Fry

Timothy Skinner

Michelle Sullivan, OPBA Attorney

Supervisor - Officer

Effective January 2013 Through December 31, 2015

APPENDIX A: PAYROLL DEDUCTION AUTHORIZATION FORM

You are hereby authorized, until otherwise requested by me in writing, to deduct from wages earned by me while in your employ, the regular monthly dues for the Union.

The aforesaid membership dues shall be remitted by you to the Ohio Patrolmen's Benevolent Association, 10147 Royalton Road, Suite J, P.O. Box 338003, North Royalton, Ohio 44133.

_____
Print Name

_____ _____
Employee's Signature Date

APPENDIX B: AGREEMENT

The City of Norwalk, by and through the Mayor and/or the Director of Service and Safety, the Employer, and its employee, agrees as follows:

Whereas, the employee has been injured during the course of his or her employment with the City of Norwalk and has filed a claim for workers' compensation, said injury having occurred on or about, and the claim being numbered _____ ; and

Whereas, the employee desired and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury, and also intends to file and/or has filed with the Industrial Commission of Ohio a claim for loss of wages during the employee's disability resulting from such injury;

Now therefore, it is agreed by the Employer and the employee as follows:

That if the Employer pays and/or has paid the employee's regular compensation under pertinent City ordinance or contract provision during the period or portion of the employee's disability aforesaid, such employee shall reimburse the Employer to the extent he or she is awarded workers' compensation for loss of wages when the same is received, and that the Employer will then give appropriate credit to such employee for sick leave/injury leave for which the employee has charged during his or her said period of disability.

Salary Continuation Agreement

NOTWITHSTANDING the above, the Employer may designate the fast one hundred and eighty (180) days, or any portion thereof, as on-duty injury leave payable by the City without application by the employee for lost wages through Worker's Compensation.

The employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio, and it is hereby authorized to carry out the terms and provisions hereof.

City Of Norwalk, Employer

By:_____ Employee:_____

Department: _____ Date: _____

APPENDIX C: GARRITY WARNING

At this time, I am going to question you about _____.

This questioning concerns administrative matters relating to the official business of the Norwalk Police Department. I am not questioning you for the purpose of instituting a criminal prosecution against you. During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct, neither self-incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal legal proceedings.

Since this is an administrative matter, and any self-incriminating information you may disclose will not be used against you in a criminal court of law, you are ordered to answer my questions fully and truthfully. This requirement is set forth in our department rules covering insubordination, truthfulness, and compliance with lawful orders.

If you refuse to answer my questions, or the questions of other investigators assigned to this investigation, this in itself is a violation of department rules, and you will be subject to disciplinary action up to and including dismissal.

Do you understand what I have just explained to you? _____
Initial if yes

Do you have any questions about what I just explained to you? _____
(Initial if NO questions, or when your questions are answered) Initial

I, _____, by my signature below, affirm that I have been advised of the Garrity Warning and have had its meaning explained to me.

_____ _____
Employee Signature/ID # Date

_____ _____
Employee Signature/ID # Date

MEMORANDUM OF UNDERSTANDING

The City of Norwalk ("City") and the Ohio Patrolmen's Benevolent Association, Captains, Sergeants, Patrol Officers and Dispatchers bargaining units ("Union"), do hereby agree to the following **Memorandum of Understanding** supplementing and explaining the Collective Bargaining Agreement most recently negotiated between the parties for the period effective January 01, 2013 through December 31, 2015 ("New Contract") upon the terms and conditions set forth herein:

1. Section 16.2 of the New Contract pertains to the crediting of holidays and provides that all holidays, including personal holidays and holidays in lieu, must be used in the calendar year credited and cannot be carried over into the next calendar year. Taking into account the manner in which holidays were accrued under the previous contract, the City and the Union agree that employees may carry over into 2013 any credited but unused holidays up to a maximum of fifty-six (56) hours. Any holidays accrued but not used in 2012 in excess of said fifty-six (56) hour carry-over shall be waived and the employee shall not be entitled to any compensation therefore. Any holiday time carried over into 2013 from 2012 that is not used by December 31, 2013 shall be waived and the employee shall not be entitled to any compensation therefore. This carry over provision shall apply only to holidays credited in 2012 but unused in 2012 up to said maximum carry-over of fifty-six (56) hours.
2. Section 21.5 of the New Contract pertains to the hospitalization and medical insurance program provided to employees. The City and the Union agree that during calendar year 2014 the City and the Union shall re-open this Section, only, for further negotiations as to the amounts of deductible payments and out-of-pocket limits under said program to be effective during calendar year 2015.
3. During calendar year 2013, the City will be in a position to take advantage of a moratorium on the payment of premiums for the employee hospitalization and medical insurance program for five (5) months ("Moratorium"). The parties understand that the Moratorium means that the City will maintain the current hospitalization and medical insurance program but will not pay the monthly premium therefor. In addition, the City will not collect or deduct the employee's share of the monthly premium during the Moratorium. The Union understands and agrees that the Moratorium is a one-time event during calendar year 2013, that it will not be repeated, and that it creates no right or expectation in the Union or employees for continued or future Moratoriums.

This Memorandum of Understanding contains the full agreement of the parties on the matters and issues set forth herein. The Memorandum shall be attached to and become a part of the aforesaid Collective Bargaining Agreement (New Contract) and shall modify said Collective Bargaining Agreement to the extent set forth in this Memorandum, only. All other provisions of the Collective Bargaining Agreement shall remain in full force and effect.

FOR THE CITY:

Robert L. Duncan, Mayor

01-17-13
Date

FOR THE UNION:

Timothy Skinner, OPBA — 1/22/2013
Date

Seth Fry, OPBA — 1/22/13
Date

MEMORANDUM OF UNDERSTANDING

The City of Norwalk ("City") and the Ohio Patrolmen's Benevolent Association, Captains, Sergeants and Patrol Officers bargaining units ("Union"), do hereby agree to the following **Memorandum of Understanding** supplementing the Collective Bargaining Agreement (effective January 01, 2013 through December 31, 2015) currently existing between the parties upon the terms and conditions set forth herein:

1. The City may employ reserve patrol officers as Emergency Patrol Officers during the term of this Memorandum without resort to the normal process for hiring regular patrol officers for the Norwalk Police Department.
2. During the term of this Memorandum said Emergency Patrol Officers shall be employed in flexible hour positions of full-time/part-time up to forty (40) hours per week.
3. While so employed the Emergency Patrol Officers shall be members of the bargaining unit covered by the Collective Bargaining Agreement between the Parties. The Emergency Patrol Officers shall be compensated in accordance with the terms of the Collective Bargaining Agreement.
4. The Emergency Patrol Officers are recognized to be employed on a seasonal basis and are subject to termination from Emergency Patrol Officer status and return to regular reserve officer status upon the expiration of this Memorandum of Understanding without resort to any grievance or appeal process.
5. The term of this Memorandum of Understanding shall commence upon its execution and shall expire on September 30, 2013.

FOR THE CITY:

Robert L. Duncan, Mayor

5-13-13

Date

FOR THE UNION:

Tom Cook, OPBA

5/13/13

Date