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**AGREEMENT BETWEEN
THE CITY OF ST. MARYS
AND
THE ST. MARYS POLICE DEPARTMENT
DISPATCHERS/OPBA**

Case No. 2010-MED-10-1479

**Effective:
January 1, 2011
through
December 31, 2013**

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PREAMBLE

This Agreement, entered into by the City of St. Marys, 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 and 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 unit as hereinafter defined.

Wherever used in this Agreement, the terms "Employer" and "City" shall be deemed to include the City Council of the City of St. Marys, the Mayor of the City of St. Marys, the Director of Public Service and Safety of the City of St. Marys, the Chief of Police or any designee of any of the foregoing.

Wherever used in this Agreement, the term "employee(s)" shall include those persons employed as full-time dispatchers.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 95-REP-09-0157, March 7, 1996, including all full-time City of St. Marys Police Department dispatchers.

Section 1.2. The parties further agree that all supervisors, management level employees, confidential employees, employees exempt in accordance with O.R.C. 4117 and all other employees shall be excluded from the bargaining unit.

Section 1.3. All jobs, positions and/or classifications not specifically defined herein as being included in the bargaining unit shall be deemed to be excluded from the bargaining unit.

Section 1.4. The parties understand and agree that the number of persons employed in each of the jobs, positions or classifications specified in the above Section 1.1 and certified by the State Employment Relations Board as being in the bargaining unit, may increase or decrease during the term of this Agreement.

ARTICLE 2
NONDISCRIMINATION

Section 2.1. All references to employees in this Agreement designate both sexes. Wherever the male gender is used, it shall be construed to include male and female employees.

Section 2.2. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union. The Employer shall not discriminate against, interfere with, restrain or coerce any employee because of Union membership or any legal activity performed in an official capacity on behalf of the Union, so long as that activity does not conflict with the terms of this Agreement.

Section 2.3. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union. The Union shall not discriminate against, interfere with, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 2.4. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, or military status of any person.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The Union recognizes the right and authority of the Employer, through the Director of Public Service and Safety, the Chief of Police and/or their designee(s) to administer the business of the Police Department, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer, through the Director of Public Service and Safety, the Chief of Police and/or their designee(s), has and will retain the full right and responsibility to direct the operations of the Police Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage, direct and supervise its employees, including the right to select, hire, schedule, promote, transfer, assign, evaluate, retain, lay off and recall, and to reprimand, demote, suspend, discharge or discipline for just cause;
- B. To manage and determine the location, type and number of its physical facilities, equipment, programs and the work to be performed;
- C. To promulgate and enforce employment rules and regulations, and to otherwise exercise the prerogatives of management;

- D. To determine the City's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, composition and duties of the work force and the City's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate or abolish jobs, positions 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 determine when a job vacancy exists, when, or if, a vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount thereof required;
- H. To maintain the security of records and other pertinent information;
- I. To determine the City's overall budget and uses thereof;
- J. To maintain and improve the efficiency and effectiveness of the City's operations;
- K. To determine and implement necessary actions in emergency situations;
- L. To determine the overall mission of the Employer as a unit of government, and to take action to carry out the Employer's mission as a governmental unit.

Section 3.2. 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 exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 4

NO STRIKE/NO LOCKOUT

Section 4.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any member or officer thereof, shall individually or collectively, for any reason, authorize, cause, support, condone, sanction or engage, participate or assist in, any sick call, boycott, work stoppage, walkout, slowdown, picketing, sympathy strike, strike or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. Likewise, the Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, cause, support, condone, sanction or engage, participate

or assist in, any lockout of employees during the term of this Agreement, unless those employees violate the provisions of this Article.

Section 4.2. In addition to any other remedies available to the Employer, any employee(s) who, individually or collectively, violate(s) the provisions of this Article, shall be subject to discipline, up to and including discharge. Disciplinary action resulting from alleged violation(s) of the provisions of this Article shall be subject to the Grievance Procedure contained elsewhere in this Agreement and shall not be otherwise appealable. However, only the question of whether the disciplined employee did, in fact, violate the provisions of this Article shall be subject to such Grievance Procedure, and the nature of such disciplinary action shall not be altered, reduced or modified, except upon a finding that the employee did not, in fact, violate the provisions of this Article.

Section 4.3. In the event of any violation of Section 4.1 of this Article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to work and to resume usual work duties. Every reasonable effort by the Union shall include but not be limited to ordering, both orally and by telegram or letter signed by the ranking Union officer with a copy directed to the Employer, all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge. If the Union carries out its obligations under this Section 4.3, the extent of the Union's liability for damages resulting from violation(s) of this Article shall be determined by and limited to applicable provisions of Ohio and/or federal law.

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 strike or other cessation of work.

ARTICLE 5 **SEVERABILITY**

Section 5.1. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or if any provision of this Agreement is or hereafter becomes unlawful by operation of law, such provision shall be of no further force and effect but the remainder of the Agreement shall remain in full force and effect.

Section 5.2. The parties agree that should any provision of this Agreement be found to be or become invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

ARTICLE 6
APPLICABILITY OF LAWS AND CIVIL SERVICE REGULATIONS

Section 6.1. Notwithstanding any other provision of this Agreement, original (non-promotional) appointments of dispatchers shall not be appropriate subjects for collective bargaining. To the extent this Agreement specifically addresses any topic covered by the following mentioned statutes, resolutions, rules and regulations, this Agreement supersedes and replaces all of those pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace, including but not limited to O.R.C. Section 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of St. Marys.

Section 6.2. Laws pertaining to civil rights, affirmative action, Unemployment Compensation, Workers' Compensation, the retirement of public employees and residency requirements shall prevail over any conflicting provisions in this Agreement.

Section 6.3. The parties hereby declare that it is their intent to specifically waive the applicability of O.R.C. Section 737.12 and Section 4111.03 of the Ohio Revised Code and any other Sections of the Ohio Revised Code or City Ordinance in conflict with the provisions herein. Probationary employees who are disciplined or terminated at any time during their probationary period shall have no right to appeal to the St. Marys Civil Service Commission or to the grievance procedure contained herein.

ARTICLE 7
WAIVER IN CASE OF EMERGENCY

Section 7.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Mayor (or designee), such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances;
- B. Work rules and/or agreements and practices relating to the assignment of employees.

Section 7.2. If valid grievances exist, they shall be processed upon the termination of the emergency in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 8
IMPLEMENTING WORK RULES, POLICIES, PROCEDURES, AND
OTHER PERSONNEL CHANGES

Section 8.1. The Union recognizes that the Employer has the right to promulgate work rules, policies, procedures, standard operating procedures, directives, and job descriptions to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs and business.

Section 8.2. The Employer recognizes that no rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages of bargaining unit employees or their number of hours worked unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures or other changes that materially affect the wages, number of hours worked or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages of bargaining unit employees or their number of hours worked, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 37, Duration, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 8.3. Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example, emergency circumstances or state or federal directive or regulations, may require the Employer to implement a change immediately.

ARTICLE 9
SAFETY

Section 9.1. The parties agree to promote the safety of employees and to cooperate in an effort to prevent injuries.

Section 9.2. The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees to uniformly enforce safety rules within the Police Department. Violation of the Employer's safety rules shall subject the offending employee to disciplinary action, up to and including discharge.

Section 9.3. It shall be the responsibility of all employees to immediately report all unsafe conditions or accidents and any on-the-job injuries consistent with Section 25.1 to the Employer in writing.

ARTICLE 10
DEDUCTION OF DUES, INITIATION FEES, AND ASSESSMENTS

Section 10.1. The Employer agrees to deduct Union membership dues, initiation fees and assessments in accordance with this Article for all employees, who become members of the Union, upon the successful completion of their individual probationary periods.

Section 10.2. The Employer agrees to deduct regular Union membership dues once each week from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 10.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby 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, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 10.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with Section 10.5 of this Article; or (6) resignation by the employee from the Union.

Section 10.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. The payroll deduction authorization shall be irrevocable for a period of one (1) year or until the negotiated Agreement expires, whichever occurs first. An employee may revoke authorization for payroll deduction of dues by submitting a written notice to the Employer with a copy of the revocation to the Union, during the ten (10) day period immediately prior to the expiration of each one (1) year period or the expiration of the Agreement. If no revocation is received during this ten (10) day period the authorization for payroll deduction of dues shall be considered renewed for an additional one (1) year period. The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio.

Section 10.6. The parties agree that neither an 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 it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 10.7. The rate at which dues are to be deducted shall be certified to the Auditor by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Auditor prior to making any changes in an employee's dues deductions.

Section 10.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1. The term "grievance" shall mean an allegation by the Union or an employee that there has been a breach, misinterpretation or improper application of a specific and express written provision, or provisions, of this Agreement. This Grievance Procedure shall not be used to effect changes in the provisions of this Agreement, nor shall it apply to matters or subjects not covered by this Agreement.

Section 11.2. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the responding party within the prescribed time limits may be advanced by the grievant to the next step in the grievance procedure. Failure of the responding party to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to, and any grievance not filed initially or appealed within the prescribed time limits will be deemed waived and void. Any grievance may be withdrawn at any point by submitting a statement to that effect in writing, or by permitting the time limits to lapse as provided above.

Section 11.3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer and having said matter informally adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. If any grievance is so adjusted without formal determination, such adjustment shall be binding upon the parties with respect only to those parties and only to the specific matter so adjusted, but such adjustment shall not create a precedent or ruling binding upon either party in regard to other or future proceedings or grievances.

Section 11.4. The parties mutually desire to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the Employer's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: A grievance must be reduced to writing and presented to the Chief of Police or designee within ten (10) working days of the occurrence of the incident giving rise to the grievance or within ten (10) working days after the employee should reasonably have become aware of such incident. The Chief of Police or designee shall schedule a meeting to discuss the grievance with the grieved employee(s), and one (1) Union representative within five (5) working days after receiving the grievance. The Chief of Police or designee shall answer the grievance in writing within five (5) working days after the meeting. If the employee does not invoke Step 2 of this procedure within five (5) working days after the answer is received from the Chief of Police or designee, said alleged grievance shall be considered satisfactorily resolved.

Step 2: If the grievance is not resolved at Step 1, the employee may submit the grievance, in writing, to the Director of Public Service and Safety or designee, within five (5) working days after the Step 1 reply. The Director or designee shall have five (5) working days in which to schedule a meeting with the grieved employee and the appropriate Union representative. The Director or designee shall investigate and respond in writing to the grievant and appropriate Union representative within five (5) working days following the meeting.

Step 3: The decision of the Director of Public Service and Safety or designee shall be final, conclusive, and binding on all parties unless, within ten (10) working days after receipt of the Director's answer, the Union notifies the Director that the grievance is to be submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the American Arbitration Association (AAA) to provide a panel of fifteen (15) arbitrators from Ohio who are members of the National Academy of Arbitrators. The parties shall select an arbitrator by alternately striking names from the list until only one (1) name remains. Each party shall have the option to completely reject the list of names provided by the AAA and request another list, but neither party may reject the entire list more than once in regard to a particular grievance.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the arbitrator's interpretation, application or enforcement of those specific articles, and/or sections of this Agreement in question. The arbitrator's decision 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, nor add to, subtract from or modify the language herein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator's decision shall be expressly confined to the precise issues submitted for arbitration and the arbitrator shall have no authority to determine any other issues not submitted or to 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 rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing 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 scope of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Decisions of the arbitrator will be final, conclusive and binding upon the parties. All costs involved in obtaining the list of arbitrators shall be borne by the party requesting arbitration, subject to reimbursement should the grievance be ruled in the requesting party's favor. All costs directly related to the services of the arbitrator shall be borne by the losing party. Any expenses of any witness shall be borne by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording or request a copy of any transcripts.

Any request for arbitration which is not actively pursued for a period of thirty (30) days or more, without a mutual agreement by the parties to extend such period, shall be considered resolved based on the Employer's last answer.

Section 11.5. A grievance may be brought by any employee covered by this Agreement or the Union. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one 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.

Section 11.6. For purposes of this Article, "working day" shall be defined as those days upon which the grieved employee was scheduled to perform services for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the grieved employee when the employee is the moving party and the business days of the Employer when it is the responding or moving party.

Section 11.7. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.

2. Aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance.
8. A description of the incident giving rise to the grievance.
9. Specific articles and sections of the Agreement allegedly violated.
10. Desired remedy to resolve the grievance.

Section 11.8. The Employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure.

Section 11.9. This Grievance Procedure shall be the sole and exclusive method by which all matters within its scope shall be settled or adjudicated.

ARTICLE 12

LABOR-MANAGEMENT MEETINGS

Section 12.1. In the interest of sound labor-management relations, a meeting shall be scheduled within ten (10) workdays after one party gives notice of its desire to have a labor-management meeting. Upon mutual agreement of the other party, the Employer and/or its designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems, exchange information, and to promote improved labor-management relations.

Section 12.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be discussed in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;

- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss safety matters relating to employees.

Section 12.3. It is further agreed that if special labor-management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 12.4. Employee/Union representatives attending labor-management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employees' regular working hours.

Section 12.5. Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13 **PERSONNEL FILES**

Section 13.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers and documents pertaining to bargaining unit employees. Employees shall have access to their individual personnel files for review during normal business hours, upon reasonable advance written notice. The Employer shall not be required to pay an employee or to lose that employee's services as a result of such examinations, and all such examinations shall be conducted in the presence of the Employer's designated representative.

Section 13.2. Employees will be provided with a copy of any materials contained in their personnel file upon written request and their agreement to bear the cost of duplication.

Section 13.3. If an employee, upon examining that employee's personnel file disputes the accuracy in those documents to which the employee has access, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, after receiving the request from the employee, review the disputed information. The Employer shall notify the employee of the results of the investigation and the action it plans to take with respect to the disputed information. The Employer shall delete, if permitted by law, or correct any information that is found to be inaccurate. If, after such determination, the employee is not satisfied, the employee may write a brief statement of the employee's position on the disputed information and such statement shall be attached to the file.

Section 13.4. Records of disciplinary actions placed in an employee's personnel file shall cease to have force and effect in any future disciplinary proceedings after a period of twenty-four (24)

months, providing the employee receives no additional notice of disciplinary action during the twenty-four (24) month period, except for suspension, which will remain in effect for a period of thirty-six (36) months, providing the employee receives no notice of disciplinary action during the thirty-six (36) month period.

Section 13.5. Employees shall be provided a copy of any disciplinary action placed in their personnel file.

ARTICLE 14 **PROFESSIONAL LIABILITY INSURANCE**

Section 14.1. The Employer shall endeavor to provide professional liability insurance coverage for all employees covered by this Agreement while performing their official duties within the course and scope of their employment.

Section 14.2. The Employer shall be free to select the insurance company or companies, under whose policy or policies, such coverage will be provided. However, the Employer, in its discretion, may provide such coverage through a self-insurance plan.

Section 14.3. The premiums, if any, required to provide such insurance coverage shall be wholly paid by the Employer.

ARTICLE 15 **SENIORITY/LAYOFF AND RECALL**

Section 15.1. Seniority shall mean the uninterrupted length of continuous service as a full time dispatcher in the City of St. Marys Police Department.

Provided the employee follows the proper procedure for obtaining and returning after leave, the following situations shall not constitute a break in continuous service:

- A. Approved leave of absence;
- B. A layoff of eighteen (18) months or less.

The following situations shall constitute a break in continuous service for which seniority is lost:

- A. Discharge;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;

- D. Failure to return to work within fifteen (15) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; or
- F. Resignation.

Section 15.2. Employees hired on the same date shall determine their seniority ranking by the highest social security number, considering all digits as one total number.

Section 15.3. "Seniority," as defined in this Article, shall only apply whenever the term "seniority" is used in this Agreement.

Section 15.4. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees five days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 15.5. The Employer shall determine when layoffs will occur. However, layoffs may only occur due to lack of work or lack of funds. Employees will be laid off in accordance with their seniority.

Section 15.6. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees on the recall list shall be recalled in inverse order of their layoff, provided they presently qualify or can become qualified to perform the work in the job classification to which they are recalled.

Section 15.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail to the last mailing address provided by the employee. A copy shall also be sent to the Union.

Section 15.8. In the case of a long-term layoff, recalled employees shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of their intention to return to work. Employees shall have fifteen (15) calendar days following the mailing date of the recall notice in which to report for duty unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 16 **HOLIDAYS**

Section 16.1. All full-time, permanent dispatchers shall receive their usual daily pay at their regular straight-time hourly rate for each holiday listed below, regardless of whether they work on such holiday or not:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day after Fourth Thursday in November
Christmas Day	December 25

Section 16.2. Only those dispatchers who work or who are on approved leave, with pay, on their last scheduled workday immediately preceding a holiday and on their next scheduled workday immediately following a holiday shall be entitled to receive the holiday pay referred to in Section 16.1 above.

Section 16.3. Holidays listed in Section 16.1 above will be observed only on the recognized day. An employee not required to work on such holiday shall be paid as provided in Section 16.1. Employees who work on a holiday shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for all hours actually worked during such holiday in addition to receiving the holiday pay as provided in Section 16.1.

Section 16.4. Holiday pay as provided in Section 16.1 above shall not be counted as hours worked for purposes of determining an employee's eligibility for overtime.

Section 16.5. All full-time, permanent employees shall receive three (3) personal leave days per year. A personal leave day for the purpose of this Article shall be eight (8) hours pay at the employee's regular straight time rate of pay. Personal leave may be used for any matter of a personal nature and shall be scheduled and approved at least forty-eight (48) hours in advance. In an emergency situation, the Chief of Police shall have the authority to waive the forty-eight (48) hour advance notice. Personal leave shall be taken in minimum units of eight (8) hours. Personal leave days shall not be allowed to carry over into the following year. Any unused personal leave days shall be forfeited.

Section 16.6. A newly hired employee will receive the following number of personal leave days during the first year of employment:

<u>Hire Date</u>	<u>No. of Personal Leave Days</u>
January—March	3
April—June	2
July—September	1
October—December	0

Employees who terminate their employment prior to December of any year will have their personal leave days prorated based on the number of months worked in the last year of their employment pursuant to the following schedule:

<u>Months worked</u>	<u>Day deducted</u>
less than 3 months	3
at least 3 months but less than 6 months	2
at least 6 months but less than 9 months	1
9 months or more	0

Any employee who uses personal leave days in excess of the above schedule, shall have the value of such days deducted from the employee's final paycheck. If insufficient monies are available in the employee's final paycheck, the employee shall immediately reimburse the City using other means.

ARTICLE 17 **VACATION**

Section 17.1. After one (1) continuous year of employment with the Employer, each permanent, full-time employee shall be entitled to the following vacation leave, with pay, based upon length of continuous employment and the number of non-overtime hours in active pay status.

<u>Length of Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than one (1) year.	None, but accrual begins at rate of 0.0385 hours for each non-overtime hour in active pay status.
One (1) year, but less than five (5) years. Rate .0385 per hour.	10 days (80 hours)
Five (5) years, but less than ten (10) years. Rate .0577 per hour.	15 days (120 hours)
Ten (10) years, but less than fifteen (15) years. Rate .0692 per hour.	18 days (144 hours)
Fifteen (15) years but less than twenty (20) years. Rate .0769 per hour.	20 days (160 hours)
Twenty (20) years or more. Rate .0846 per hour.	22 days (176 hours)

Vacation hours shall be accrued during the current anniversary year and normally utilized during the next anniversary year. Vacation hours accrued during the first year of employment will be credited to the employee's available vacation balance on the first pay period following the employee's completion of one year of employment and accrued weekly thereafter at the rates specified above.

Upon completion of five (5), ten (10), fifteen (15), and twenty (20) years of service, the additional vacation to which the employee is entitled to in accordance with the above maximum annual vacation accrual, will be credited to the employee's available vacation balance.

Section 17.2. No employee will be entitled to paid vacation leave, nor payment for accumulated vacation leave, under any circumstances until the employee has completed one (1) continuous year of employment with the Employer. The vacation period of each employee shall begin on the first anniversary date of the employee's employment.

Section 17.3. Employees will be entitled to vacation service credit as stated in O.R.C. 9.44, provided the interruption in their term of public employment has not, for whatever reason, exceeded one (1) year.

Section 17.4. In the case of retirement, resignation, death or permanent disability retirement, vacation leave credit will be pro-rated based upon the date of the employee's death or the date of the employee's separation from employment with the Employer. In no event shall any employee who is discharged for cause receive payment for any such accrued vacation leave credit or pro-rated portion thereof, upon the employee's separation from employment, and such discharge for cause shall constitute an automatic and irrevocable forfeiture of all such accrued vacation leave credit. To be eligible for payment of such pro-rated vacation leave credit upon separation from employment, an employee who is qualified for such payment as provided in this Section must submit a written resignation to the Director of Public Service and Safety not less than fourteen (14) calendar days prior to the employee's date of separation from employment.

The City agrees to continue the current practice of allowing employees to utilize vacation as it accrues. However, failure to provide the City with fourteen (14) calendar days notice of separation from employment, will result in the forfeiture of any vacation the employee has accrued during the anniversary year in which the resignation occurs. The employee will be required to reimburse the City for any vacation used which was accrued during the current anniversary year. Such reimbursement will be deducted from the employee's final paycheck if sufficient wages are available, or will be otherwise reimbursed to the City.

Section 17.5. Vacation leave may accrue to the second next anniversary date of employment so as to permit a double vacation period. At no time shall the employee be permitted to carry more than two (2) years vacation on the books, and the amount of vacation leave so forfeited shall be eliminated from the employee's vacation leave balance.

Section 17.6. An employee suffering an illness or injury may elect to take accumulated, but unused, paid vacation leave upon exhaustion of the employee's sick leave benefits, provided the illness or injury is such that it would have warranted authorized sick leave and/or Family Medical Leave.

Section 17.7. In the event an employee, while on paid vacation leave, contracts an illness or suffers an injury which restricts or confines the employee to the employee's home or bed and requires the care of a physician, the employee shall be allowed, upon showing of proper evidence, to charge such absence to the employee's accrued, but unused, sick leave. Proper evidence shall be deemed to mean

a physician's statement which specifies the nature of the illness or injury, the patient's inability to perform the duties of the employee's position, and the dates medical care was administered. No leave prior to the date care was administered shall be converted to sick leave.

Section 17.8. Vacation shall be scheduled only in accordance with the Employer's workload requirements and with the approval of the employee's immediate supervisor. However, all vacation leave must be authorized by the Chief of Police, and the parties agree that the Employer has the authority to determine the number of employees within each department and/or work unit who may be on vacation leave at the same time. Vacation shall only be approved in the minimum units of one (1) hour each.

ARTICLE 18 **OVERTIME PAY**

Section 18.1. Full-time employees shall receive overtime pay, at the rate of one and one-half (1½) times the basic rate per hour, for all hours worked in excess of the forty (40) hour standard workweek or eight (8) hour standard workday. Vacation, hours worked on a holiday, compensatory time, funeral leave, and personal leave days shall be considered as hours worked for the purpose of calculating an employee's entitlement to overtime compensation. All other leaves of absence, whether with pay or not, shall be excluded as hours worked for the purpose of calculating an employee's entitlement to overtime compensation. For overtime purposes, a "day" shall be defined as beginning at 11:01 p.m. and ending at 11:00 p.m. the next calendar day.

Section 18.2. Any or all bargaining unit employees may be required to work overtime in order to meet the operational demands of the department.

Section 18.3. Each employee covered by this bargaining unit shall be permitted to earn compensatory time off in lieu of pay when overtime is earned. Such compensatory time shall be earned at the rate of one and one-half (1½) times the amount of actual hours of overtime worked. For the purposes of determining overtime, Section 18.1 of this Article defining overtime shall be used. Compensatory time off when taken will be considered as active pay status. No eligible employee shall be permitted to accumulate or use in excess of thirty-two (32) hours of compensatory time per contract year. When an employee has accumulated thirty-two (32) hours of compensatory time, any overtime earned beyond this amount shall be automatically paid at the overtime rate of pay on the next regular paycheck. Upon earning overtime, the employee shall report to the Chief of Police or designee prior to turning in of the regular payroll on each Monday morning, whether the employee desires to receive compensatory time off in lieu of payment for the overtime earned in the preceding pay period.

Section 18.4. Requests for the taking of compensatory time off shall be subject to the approval of the Chief of Police or designee and shall not be approved if such compensatory time would require overtime in the department. No compensatory time off will be approved for a paid holiday. Requests for the use of compensatory time will only be considered for time off when staffing is such that no overtime will be required in order to permit the employee time off.

Vacation shall have priority over compensatory time off. Compensatory time off cannot be requested or scheduled more than forty-eight (48) hours in advance. Compensatory time off shall be given to the employee who first requests the time off, not by seniority in the department.

Section 18.5. If an employee leaves the service of the City of St. Marys with compensatory time remaining on the books, the employee shall be permitted to cash-in the compensatory time due, up to the thirty-two (32) hour limit, at the employee's most current hourly rate of pay.

ARTICLE 19 LONGEVITY

Section 19.1. Each permanent, full-time employee, who has completed a minimum of five (5) years of continuous employment with the City of St. Marys, shall receive an annual longevity payment as provided below. Such continuous employment shall be computed beginning with the employee's most recent date of employment by the City of St. Marys. Therefore, previous periods of employment, interrupted by a break in service, shall not qualify an employee for such longevity pay, nor shall such previous periods of employment increase the amount of such longevity pay to which a qualifying employee is entitled.

Section 19.2. The amount of such annual longevity payment shall be equal to twenty-five dollars (\$25.00) for each year of continuous employment.

Section 19.3. Employees shall be paid their annual longevity pay no later than the second Friday of December.

Section 19.4. To be eligible for such longevity payment, an employee must be employed by the Employer on December 1 of each year.

ARTICLE 20 HEALTH INSURANCE

Section 20.1. The City shall provide a health insurance plan(s) for all regular full-time employees covered by this Agreement. Such plan(s) shall also include coverage for the employee's current spouse as well as eligible dependent children.

Section 20.2. The types and levels of benefits to be provided under this article shall be as agreed to by the City of St. Marys and the various employee groups covered under the plan(s). The plan(s) will be jointly reviewed by the City and one representative from each of these groups on an annual basis and any reduction in coverages provided under the plan(s) will be determined by a majority vote of participants voting. In addition to the OPBA Dispatchers' Unit, the other groups involved are: the Local 552 of the UWUA, the OPBA Police Officers' Unit, Local 3633 of the IAFF, and that group of non-bargaining employees also covered under the plan(s). Any increase in coverage provided under the plan(s) shall be subject to negotiations between the City and the above listed

groups. However, the OPBA (dispatchers) shall submit a vote consistent with the vote of the non-bargaining unit group.

Section 20.3. The premiums relating to the benefits and coverages under any offered plan(s) shall be paid in the manner explained in this section. The Employer agrees to pay premiums for each eligible employee requesting coverage as follows:

FAMILY COVERAGE = \$9,126.00 per year in 2011
\$10,326.00 per year in 2012
\$11,565.00 per year in 2013

SINGLE COVERAGE = \$3,115.00 per year in 2011
\$3,523.00 per year in 2012
\$3,946.00 per year in 2013

Any costs which exceed the above specified amounts shall be paid equally by the Employer and the employee provided any employee selecting single coverage shall not pay a greater percentage of the total cost than the percentage of the total cost paid by an employee selecting family coverage offered by the same plan.

The employee's share shall be paid through a weekly payroll deduction and the computation of the employee's share shall be as follows:

The annual premium for each type of policy shall be determined by the Employer in accordance with the recommendation of the third party administrator, if self-funded, or by the health insurance provider. After this determination, the Employer's share as specified above shall be subtracted from the annual cost of the applicable coverage. These results shall both be divided by two (2) to determine the 50% shares for the Employer and the covered employee. The 50% share that is computed for the employee will then be divided by fifty-two (52) and the result will then become the employee's weekly contribution for health insurance coverage. This computation will be done for each employee using the applicable cost for whichever coverage (single or family) is requested by the employee.

Section 20.4. All employees covered under this Article shall be given a copy of the applicable plan explaining the benefits and coverages provided under the plan selected.

Section 20.5. All persons covered under a health insurance plan offered by the City of St. Marys shall be subject to and comply with all terms and conditions set forth in the applicable plan.

Section 20.6. The Employer, in cooperation with those employee groups listed in Section 20.2 of this Article, shall make a reasonable effort to obtain such health insurance wherever and whenever possible so as to minimize the premium amounts that the employees may be required to pay and to maintain such benefits and coverages that might be mutually agreed upon.

Section 20.7. In order to maintain health insurance benefits at a level that is agreeable to all parties involved, the parties agree that consideration and possible selection of alternative health insurance plans available, through the current self-funded plan or any different plan or insurance company, shall be addressed through the cooperative efforts of the City and all those groups listed in Section 20.2 of this Article.

Section 20.8. Subject to IRS rules and regulations, the Employer agrees to provide a "Section 125" provision for employees' contributions to the health insurance premiums and contributions to a health savings account (HSA).

Section 20.9. The Employer shall continue to pay the City's share of the health insurance premium provided the employee continues to pay his or her share, following the date an employee enters inactive pay status, as follows:

1. In the event an employee is in inactive pay status but receiving Workers' Compensation benefits, insurance premiums shall continue for six (6) months following the date inactive pay status began (this benefit is available only once per injury or illness);
2. In the event an employee is in inactive pay status due to a non-job-related injury or illness, insurance premiums shall continue for three (3) months following the date inactive pay status began (this benefit is available only once per injury or illness);
3. In the event an employee enters inactive pay status for any other reason, insurance premiums shall cease to be paid as of the date the inactive pay status begins, unless otherwise provided in accordance with the Family and Medical Leave Act provisions.

ARTICLE 21 **LIFE INSURANCE**

Section 21.1. The City shall provide group term life insurance in the amount of \$15,000 upon the life of each non-probationary permanent, full-time employee.

Section 21.2. Except as otherwise provided in this Article, the Employer shall pay all premiums incurred in providing such life insurance coverage.

Section 21.3. The Employer shall endeavor to obtain such life insurance coverage under a policy or plan whereby the covered employees may obtain, at their own cost, an equal amount of such insurance coverage upon the lives of their current spouse and each of their dependent children. Such policy or plan may also provide that employees may also obtain, at their own cost, other forms of life insurance upon the lives of themselves, their current spouse, and/or each or all of their dependent children under the age of nineteen (19) years.

Section 21.4. All benefits and coverages provided under such group term life insurance policy, or policies, shall be subject to, and limited by, the terms and conditions set forth in the contract of insurance existing between the Employer and the issuing insurer, or insurers.

Section 21.5. So long as no reduction in benefits or coverage results, the Employer shall be free to choose the insurance company, or companies, under whose policy, or policies, such benefits and coverages will be provided.

ARTICLE 22 **LEAVES OF ABSENCE**

Section 22.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

Section 22.2. Except in case of emergency, an employee must request a leave of absence at least thirty (30) days in advance. Unpaid leaves of absence will not exceed six (6) months in duration.

Section 22.3. An employee may only use a leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use a leave of absence to look for or work at another job.

Section 22.4. An employee may not return from a leave of absence prior to the expiration of such leave without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment and the employee may be removed.

Section 22.5. The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if the employee were laid off from the classification and allow the employee appropriate displacement rights as set out in this Agreement.

Section 22.6. Family and Medical Leave. In the event of the continuation, reoccurrence, or onset of a serious health condition after the employee has exhausted the twelve (12) workweeks of leave as provided in this section, the employee may apply for a leave of absence without pay for the balance of the time according to Sections 22.1 – 22.5 of this article herein or apply for a disability retirement in accordance with the regulations of the Public Employees Retirement System.

An employee granted FML shall continue to accrue seniority during the period of leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Pursuant to the Family and Medical Leave Act of 1993, employees shall be entitled to such Family and Medical Leave as provided by the Act. The Employer shall comply with its duties and obligations under the Family and Medical Leave Act of 1993. The Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement and/or the Family and Medical Leave Act of 1993. Any ambiguities in its duties and obligations shall be resolved by reference to the FMLA, 29 CFR 825 and applicable case law. References herein to the Family and Medical Leave Act of 1993 includes subsequent amendments.

ARTICLE 23 **SICK LEAVE**

Section 23.1. The parties recognize that sick leave is a benefit for a specified purpose and abuse will not be tolerated. Subject to the restrictions in Section 23.2, employees shall earn and accumulate sick leave at the maximum rate of 0.0575 hours of sick leave for each hour in active pay status with the Employer. The earning of sick leave shall be pro-rated according to the number of hours of completed service in a pay period. Unused sick leave shall accumulate without limit.

Section 23.2. No sick leave credit will be earned for overtime hours worked or while an employee:

- A. is on sick leave;
- B. is on a leave of absence (without pay);
- C. is laid off;
- D. is suspended; or
- E. is absent without leave.

Section 23.3. An employee who has previously worked in another political subdivision of the State of Ohio may be credited with unused sick leave credits (up to 960 hours) upon proper certification provided the employee is employed by the City of St. Marys within one (1) year of separation from the previous employment with the other political subdivision.

Section 23.4. Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for hours which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is scheduled to work on a holiday, but is absent, shall not be eligible for sick leave on the holiday.

Section 23.5. An employee shall furnish a standard, written statement (similar to that presently used) to justify the use of sick leave, or in accordance with Section 23.7, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor.

Section 23.6. When employees are unable to report to work, they shall notify their immediate supervisor, or other designated person, one-half (½) hour prior to the time they are scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor. When reporting off sick, employees must advise their immediate supervisor of the reason for their request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Chief of Police and the Director of Public Service and Safety.

Section 23.7. Employees using excessive amounts of sick leave, or with an illness or disability exceeding two (2) consecutive workdays, shall be required to furnish a statement from their physician before returning to work, notifying the Employer that the employee was unable to perform the duties of the employee's position during the period of absence and is able to return to work.

Section 23.8. In the event an employee has demonstrated an inability to perform the required duties of the employee's position satisfactorily or has used sick leave in an excessive manner, or in determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon, or, in its discretion, the Employer may require the employee to submit to an examination, paid for by the Employer and conducted by a physician selected by the Employer. If the employee does not agree with the opinion of the physician selected by the Employer, the employee, if the employee so requests, may then be examined by a third physician, whose selection shall be mutually agreed upon by the employee's physician and the physician selected by the Employer. The opinion of the third mutually agreed upon physician shall be binding upon the Employer and the employee, and such third physician's fees and charges shall be shared equally by the parties.

Section 23.9. Sick leave may be granted to an employee under the following circumstances:

1. Illness or injury of the employee, or illness or injury in the employee's immediate family, which requires the employee's personal care and attendance.
2. If, through exposure to a contagious disease, the presence of the employee at work would jeopardize the health of others.
3. An employee may use up to eight (8) hours [one (1) day] sick leave to take a member of the employee's immediate family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available.
4. An employee may use up to eight (8) hours [one (1) day] sick leave on the day surgery is to be performed on the employee's spouse and/or children, if such occurs on a working day.
5. An employee may be granted up to eight (8) hours [one (1) day] sick leave on the date of birth of the employee's child and up to eight (8) hours [one (1) day] sick leave on the day the child is brought home from the hospital, if either occurs on a working day.

6. Sick leave shall not be used by the employee for convalescence of a member of the immediate family.
7. Death of a member of the employee's immediate family. Sick leave usage is limited as described in the Funeral Leave Article of this Agreement. Sick leave used as funeral leave under this Agreement shall be paid at one hundred percent (100%) of the employee's regular rate.
8. For the purposes of this Sick Leave Article, the definition of "immediate family," for use other than as described in paragraph 7 above, shall be spouse, child, stepchild, employee's parent, grandparent, grandchild, mother-in-law, father-in-law, or other person who stands in place of the employee's parent (in loco parentis). In the event of a death as described in paragraph 7 above, the "immediate family" shall include those family members as described in Article 24.
9. Upon request to the Employer, an employee who becomes pregnant shall be granted Family and Medical Leave as provided in Section 22.6 of this Agreement. Paid sick leave may only be used for the period of time the employee is unable to perform the essential functions of the employee's position as certified by a physician.

Section 23.10. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

If an employee uses sick leave on four (4) separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee shall receive verbal counseling.

If an employee uses sick leave on five (5) separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee shall receive a written reprimand.

If an employee uses sick leave on six (6) or more separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee's use of sick leave shall be limited as follows:

The first two (2) consecutive days of any sick leave occasion will be without pay. However, the employee may use accrued compensatory time or vacation time for such absence. If an employee's sick leave is for three (3) or more consecutive days, sick leave will be with pay starting on the third day.

The reduction of sick leave for the first two (2) consecutive days under this provision does not preclude the right of the Employer to take further disciplinary action for excessive or unexcused absenteeism.

* The word “occasion(s)” as used in this Section shall mean each time sick leave is used, except in a case of: a death in the immediate family; birth of the employee’s child; the day the newborn child is brought home from the hospital; the day an employee’s immediate family member undergoes surgery; sick leave as prescribed by a physician and pre-approved by the Employer for a regularly scheduled course of medical treatment which cannot be scheduled outside regular working hours; or emergency doctor or dentist visits for immediate family members, limited to three (3) occasions during any twelve (12) month period.

Section 23.11. In accordance with this Article, payment of accrued, but unused, sick leave will be made to each employee, having ten (10) or more years of continuous service with the Employer, upon disability or service retirement, under the Public Employees Retirement System, from active service with the Employer.

Such payment shall be based on the employee’s rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to twenty-five percent (25%) of the employee’s accrued, but unused, sick leave hours, up to a maximum of twenty-five percent (25%) of 1,200 hours. Therefore, under this Article, no employee will receive such payment for more than 300 hours.

Effective January 1, 2009, such payment shall be based on the employee’s rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to twenty-five percent (25%) of the employee’s accrued, but unused, sick leave hours, up to a maximum of twenty-five percent (25%) of 1,920 hours. Therefore, under this Article, no employee will receive such payment for more than 480 hours.

Section 23.12. Employees who have demonstrated excellent attendance by not utilizing any sick leave or leave without pay and have received no disciplinary suspension(s) during the period January 1 through June 30 of each year this Agreement is in effect shall be granted eight (8) hours of bonus vacation. Further, any employee who demonstrates excellent attendance by not utilizing any sick leave or leave without pay and has received no disciplinary suspension(s) during the period of July 1 through December 31 of each year this Agreement is in effect shall be granted eight (8) hours of bonus vacation. Bonus vacation shall be scheduled in the same manner as other vacation time. Employees must be employed in a full-time bargaining unit position for the entire six (6) month period, as described herein, in order to be considered for the bonus vacation.

ARTICLE 24

FUNERAL LEAVE

Section 24.1. An employee shall be entitled to funeral leave with pay for up to three (3) workdays to make household adjustments, arrange for the funeral service and to attend the funeral service in the event of the death of the employee’s:

Current spouse;
Child or stepchild;
Mother or stepmother;
Father or stepfather;
Mother-in-law;
Father-in-law; or
Person standing in place of employee's parent (in loco parentis).

Employees shall not be entitled to funeral leave for any days following the date of the funeral unless approved by the Director of Public Service and Safety.

Section 24.2. An employee shall be entitled to funeral leave with pay for one (1) day to attend the funeral services in the event of the death of the employee's:

Brother or stepbrother;
Sister or stepsister;
Grandparent;
Grandchild;
Step-grandchild;
Brother-in-law;
Sister-in-law;
Grandparent-in-law;
Son-in-law;
Daughter-in-law; or
Person standing in place of spouse's parent (in loco parentis).

Section 24.3. If requested, the Chief of Police may release an employee from duty with pay for that period of time required to attend the funeral of a person employed by the Employer at the time of death, provided that such release time shall not be granted if overtime is caused thereby or if in the exercise of the Employer's discretion the Chief of Police determines that such release time would impair the operations of the department or interfere with the Employer's ability to provide services to the public.

Section 24.4. In the event of the death of any person referred to in this Article, no employee shall receive funeral leave with pay for any day or part of a day which the employee was not otherwise regularly scheduled to work.

Section 24.5. Employees shall notify the Chief of Police or designee as soon as possible regarding the need for funeral leave. Such notification shall include the name of the deceased relative and the person's relationship to the employee. Employees shall provide written verification for such leave, prior to payment.

ARTICLE 25
INJURY LEAVE

Section 25.1. In the event an employee sustains an injury, compensable for lost time by the Bureau of Workers' Compensation (BWC), while in the proper performance of the employee's assigned job duties with the Employer, the employee will receive full pay during the resulting period of disability for a period not to exceed ninety (90) consecutive calendar days, commencing with the date of such injury, subject to the following conditions:

- A. The employee shall immediately notify the supervisor and submit a completed Employee Injury Report to the supervisor within twenty-four (24) hours of the injury or, if unable to do so, the employee's immediate supervisor may submit the report.
- B. The employee shall file an application for Workers' Compensation benefits for the period of time the employee is disabled, as certified by a physician.
- C. The employee shall execute all authorizations to release medical information to the Employer, BWC, managed care organization, etc. In addition, Wage Agreements or Salary Continuation Agreements shall be executed as warranted by the Employer.
- D. The employee shall endorse to the Employer all compensation benefits paid by the BWC for the period during which the employee receives full pay from the Employer. Employees are prohibited from receiving payment for sick leave or injury leave while simultaneously retaining payment from the BWC.
- E. The employee shall be placed on sick leave, subject to the provisions of the Sick Leave Article contained herein, until notification is received from the BWC indicating whether or not the claim is compensable for lost time. If the employee's claim is approved by the BWC the Employer will re-credit the sick leave hours used during said period. However, if the claim is being appealed through the Industrial Commission or the Courts, sick leave hours will not be re-credited until the appeal process is over and notification is received from said entities that the claim is compensable for lost time. If the employee's claim is denied, the employee shall be deemed ineligible for any injury leave benefits; therefore, sick leave hours used during said period will not be re-credited.
- F. The Employer may require the employee to perform any duties available within the limitations of the employee's injury or resulting disability.
- G. The employee may be required to submit to a physical examination conducted by a physician or physicians selected by the Employer for the purpose of establishing the validity of the employee's claim for injury leave and subsequent benefits as provided for in this Article.
- H. Injury leave shall terminate immediately if the employee resigns, accepts other employment, or becomes self-employed during the period of injury leave.

Section 25.2. Injury leave is only applicable for the period of disability occurring within 90 days following the date of the injury reported on the claim filed with the BWC. Employees are not eligible for injury leave for lost time occurring after the 90 day period due to a re-injury, additional period of disability, etc.

Section 25.3. Any employee who exhausts the ninety (90) consecutive calendar days as provided for in Section 25.1 and is still eligible to collect Workers' Compensation wage benefits but in inactive pay status, shall continue to accrue vacation benefits pursuant to Article 17 for an additional ninety (90) calendar days.

ARTICLE 26

WORK-RELATED COURT APPEARANCES

Section 26.1. An employee, who is subpoenaed, or otherwise required to appear at any work-related court proceeding shall comply with such required court appearance. All hours participating in a required work-related court appearance shall be considered as hours worked and compensated by the Employer at the applicable hourly rate.

Section 26.2. If an employee is released from such work-related court proceedings during the employee's scheduled shift, the employee shall then report for duty.

Section 26.3. All compensation, excluding compensation or reimbursement for personal expenses, received by an employee from the court as a result of a work-related court appearance shall be remitted by the employee to the Employer.

Section 26.4. Employees shall notify their supervisor within a reasonable time after receipt of notice of the required court appearance and provide the Employer with appropriate documentation reflecting the date of the court appearance and the amount of compensation received therefore.

ARTICLE 27

JURY LEAVE

Section 27.1. An employee, who is called to and reports for jury service during regularly scheduled working hours, shall be compensated by the Employer for full pay for such hours of jury service.

Section 27.2. If an employee is released from jury service on any workday when four (4) or more hours remain in the employee's normal workday at the time of release, the employee shall then report for work.

Section 27.3. All compensation received by an employee as a result of jury service shall be remitted by the employee to the Employer; except for any separate payment received from the court specifically designated as reimbursement for mileage or meal expenses.

Section 27.4. In order to be eligible for payment, the employee must notify the employee's supervisor within a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 28 **MILITARY LEAVE**

Section 28.1. Employees, who are members of the Ohio National Guard, the Ohio organized militia or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, with full pay, for such time as they are performing service in the uniformed services for a period not to exceed one hundred seventy-six (176) hours in any calendar year.

The maximum days of paid and unpaid military leave is restricted to those situations wherein the employee has received military orders requiring the employee to report, and does not include voluntary technical training for which the employee volunteers or "orders" are not required.

Section 28.2. The Employer shall grant a leave of absence, without pay, to an employee who enters active military service, as well as subsequent reemployment rights in accordance with applicable Federal Law.

Section 28.3. Employees who are called or ordered to uniformed services for more than one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States or an act of Congress, or because of an order to perform duty issued by the Governor pursuant to O.R.C. Section 5919.29 or 5923.21, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars (\$500.00) for each month of uniformed service.

Section 28.4. Employees on military leave with full pay as provided in Section 28.1 above shall continue to accrue paid leave benefits while they remain in active pay status. Employees on other types of military leave as provided herein shall continue to accrue seniority but shall not be eligible for any employer provided benefits during such military leave period except as mandated by law.

ARTICLE 29 **DAYLIGHT SAVINGS TIME**

Section 29.1. Employees required to work during the Daylight Savings Time change during April and October of each year shall be paid for their actual hours worked.

Those employees required to work in excess of eight (8) hours because of the time change shall receive overtime pay in accordance with Article 18 of this Agreement.

Those employees required to work only seven (7) hours because of the time change shall only receive seven (7) hours pay at their straight time rate.

ARTICLE 30 **DUTIES AND TRAINING**

Section 30.1. The Employer will supply the Union with a current description of the duties, responsibilities, necessary qualifications, factors and conditions required of the bargaining unit employees.

Section 30.2. All employees shall comply with the level and standard of performance set forth by the Employer in the completion of the duties as described in Section 30.1 of this Article.

Section 30.3. The employees and the Union recognize the Employer's right to assign new duties to employees that may result from new and/or updated technology.

Section 30.4. When a new duty is added to those already performed by the employee which results from an equipment change or new and/or updated technology, the Employer will provide training, if needed, in order that the employee may conform to the new work standard created by the added duty. When said training is necessary, the employee shall have three (3) months after the completion of the training in which to become proficient in the performance of the newly acquired skill. The newly acquired skill shall be excluded from being a rated part of the employee's performance evaluation for such three (3) month period.

Section 30.5. The Employer agrees that training is beneficial and essential to provide service to the public.

Section 30.6. If additional training is necessary and beneficial to the department, the Employer agrees to send those bargaining unit employees to said training as determined by the Employer. Tuition and fees for all required training shall be borne by the Employer.

Section 30.7. Time spent by employees attending lectures, meetings, classes and training programs is not considered hours worked when all four of the following criteria are met:

- A. Such time is spent outside normal working hours;
- B. Attendance by the employee is voluntary;

- C. The lecture, meeting, class or training program is not directly job-related;¹ and
- D. The employee does not perform any productive work for the Employer during the employee's attendance.

Training is directly "job-related" if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job.

Section 30.8. The Employer reserves the right to reduce the amount of any reimbursement or prepayment for voluntary training expenses by the amount of compensation paid to an employee for overtime hours generated as a result of such training.

ARTICLE 31 **PROBATIONARY PERIOD**

Section 31.1. Upon appointment to the employee's position, the employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day which the employee receives compensation from the Employer and continue for a period of one (1) year. Any period of unpaid leave of more than ten (10) workdays shall automatically extend the employee's probationary period for an equal period of time. Probationary employees may be terminated or disciplined any time during their probationary period and shall have no appeal.

ARTICLE 32 **DRUG/ALCOHOL TESTING**

Section 32.1. Drug/alcohol testing may be conducted on employees (prehire, prepromotional, post-accident, reasonable suspicion, periodic or random).

Section 32.2. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

¹Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

Section 32.3. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result as defined in the City's CDL Policy shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 32.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. If the employee wants a copy of the certified testing results, the employee must sign a release for disclosure. A representative of the bargaining unit shall have a right of access to the results upon request to the Employer with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 32.5.

1. If a drug test is positive, the employee may, upon written request to the Employer, have the split sample retested by another DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the City will pay for the split sample test.

Section 32.6. In all cases of drug and alcohol abuse, the Employer will give strong consideration to the use of rehabilitation in conjunction with discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination. The provisions of this article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

If an employee is not terminated for just cause as stated above, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work.

Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 32.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such program, the employee shall be subject to disciplinary action including removal from the employee's position and termination of the employee's employment.

Section 32.8. Costs of all initial drug screening tests and any split sample tests shall be borne by the Employer. The employee will pay for any split sample test that is positive and that was requested by the employee and any return-to-duty or follow-up testing required in accordance with Sections 32.6 or 32.9 herein.

Section 32.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

ARTICLE 33
PRINTING AND SUPPLYING OF AGREEMENT

Section 33.1. This Agreement shall be printed and each employee shall be given a copy of the Agreement.

Section 33.2. All costs associated with the printing of this Agreement shall be borne by the Employer, except the labor to copy and assemble shall be provided by the Union during off duty time.

ARTICLE 34
WAGES

Section 34.1. The following hourly wage rates shall apply during the term of this Agreement:

<u>EFFECTIVE</u> <u>DATE</u>	<u>STEPS</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Effective the first full pay period following January 1, 2011 (1.5%)	15.47	15.94	16.41	16.87	17.39
Effective the first full pay period following January 1, 2012 (2%)	15.78	16.26	16.74	17.21	17.74

Effective the first full pay period following January 1, 2013 (2.5%) 16.17 16.67 17.16 17.64 18.18

Section 34.2. Newly hired employees shall normally be employed at Step 1 of the above pay scale and shall advance to each succeeding pay step on the first Monday of each calendar year until they have reached the maximum pay step. Notwithstanding the previous sentence, an employee hired on or after November 15 shall not advance to the next pay step until the first Monday of the calendar year following completion of one (1) year of service. The Employer may begin a new employee who has exceptional training or experience above Step 1 as the Employer deems appropriate.

Section 34.3. The 5/4 Rule of Rounding shall be used for calculating the final amount the employee is paid.

ARTICLE 35
SHIFT ASSIGNMENTS

Section 35.1. During the duration of this Agreement, work shifts will be established with each dispatcher choosing their preferred shift by dispatcher seniority. The dispatcher with the most seniority choosing first, etc. These shifts will be chosen for a four (4) month period.

Section 35.2. The shifts for dispatchers shall be as follows unless the number of full-time, working dispatchers falls below four (4). Should this occur, temporary shifts will be instituted by the Chief of Police until replacement personnel can be hired and trained so that four (4) full-time dispatchers are available.

MONTH ONE — JANUARY, MAY, AND SEPTEMBER

<u>SHIFT</u>	<u>HOURS</u>	<u>DAYS OFF</u>
1	8 a.m. to 4 p.m.	Wednesday and Thursday
2	4 p.m. to 12 a.m.	Friday and Saturday
3	12 p.m. to 8 a.m.	Alternates every 2 weeks: Wednesday and Thursday; Saturday and Sunday
4	8 a.m. to 4 p.m. Tuesday, Wednesday, Thursday 4 p.m. to 12 a.m. Friday and Saturday	Sunday and Monday

MONTH TWO — FEBRUARY, JUNE, AND OCTOBER

<u>SHIFT</u>	<u>HOURS</u>	<u>DAYS OFF</u>
1	8 a.m. to 4 p.m.	Saturday and Sunday
2	8 a.m. to 4 p.m. Wednesday 4 p.m. to 12 a.m. Thursday, Friday, Saturday, Sunday	Monday and Tuesday
3	12 p.m. to 8 a.m.	Alternates every 2 weeks: Wednesday and Thursday; Saturday and Sunday
4	4 p.m. to 12 a.m. Monday, Tuesdays, Wednesday, 8 a.m. to 4 p.m. Saturday and Sunday	Thursday and Friday

MONTH THREE — MARCH, JULY, AND NOVEMBER

<u>SHIFT</u>	<u>HOURS</u>	<u>DAYS OFF</u>
1	8 a.m. to 4 p.m.	Wednesday and Thursday
2	8 a.m. to 4 p.m. Tuesday, Wednesday, Thursday 4 p.m. to 12 a.m. Friday and Saturday	Sunday and Monday
3	12 p.m. to 8 a.m.	Alternates every 2 weeks: Wednesday and Thursday; Saturday and Sunday
4	4 p.m. to 12 a.m.	Friday and Saturday

MONTH FOUR — APRIL, AUGUST, AND DECEMBER

<u>SHIFT</u>	<u>HOURS</u>	<u>DAYS OFF</u>
1	8 a.m. to 4 p.m.	Saturday and Sunday
2	4 p.m. to 12 a.m. Monday, Tuesday, Wednesday 8 a.m. to 4 p.m. Saturday, Sunday	Thursday and Friday

3	12 p.m. to 8 a.m.	Alternates every 2 weeks: Wednesday and Thursday; Saturday and Sunday
4	8 a.m. to 4 p.m. Wednesday 4 p.m. to 12 a.m. Thursday, Friday, Saturday, Sunday	Monday and Tuesday

Dispatchers will be permitted to trade shifts by mutual agreement of the dispatchers involved and only with written approval of the Chief of Police.

The OPBA agrees the Employer shall not be restricted in any manner from employing and utilizing part-time dispatchers to cover shifts and there shall be no interference by the OPBA regarding the wages, hours, terms or conditions of employment for part-time dispatchers.

ARTICLE 36
UNIFORMS

Section 36.1. The Employer agrees to provide for the duration of the Agreement, four (4) uniform shirts and an outer jacket.

Section 36.2. All employees shall be required to be in proper uniform upon reporting for duty in accordance with the uniform code established by the Employer, and an employee violating such uniform code shall be subject to disciplinary action.

Section 36.3. The Employer shall replace (or repair), at no cost to the employee, any uniform (or part thereof), or any required accessory which is worn, damaged, or lost in the performance of duty, provided such damage or loss does not result from willful misuse, abuse, or neglect on the part of the employee, in which case such costs shall be paid by the offending employee.

Section 36.4. Such uniforms and accessories shall be worn or used by the employee only under the circumstances, for those purposes, and at such times as are approved and authorized by the Chief of Police.

ARTICLE 37
DURATION OF AGREEMENT

Section 37.1. This Agreement represents the total and complete Agreement on all matters subject to bargaining between the Employer and the Union, and shall be effective on January 1, 2011, and shall remain in full force and effect until 12:00 midnight on December 31, 2013, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written, unless one party gives written notice as provided herein.

Section 37.2. If either party desires to modify, amend, or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail. If the Union gives such notice, the Union shall submit its written proposals for modifying or amending this Agreement at the first (1st) negotiation session. The parties shall commence negotiations within two (2) calendar weeks upon receipt of notice of intent. In all other respects, the parties shall be governed by the provisions of O.R.C. Chapter 4117, and, more specifically, O.R.C. Chapter 4117.14, with regard to modification, amendment, or termination of this Agreement.

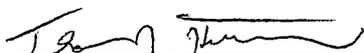
Section 37.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements and/or practices, either verbal or written, are hereby canceled.

SIGNATURE PAGE

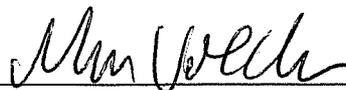
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 25 day of January, 2011.

FOR THE EMPLOYER:

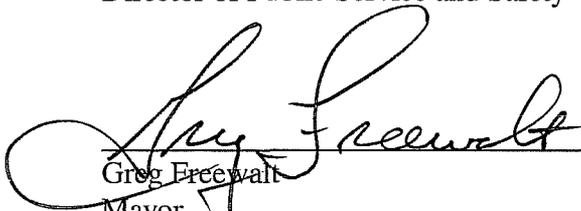
FOR THE OPBA:



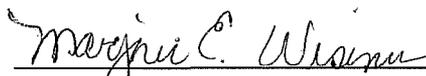
Thomas Hitchcock
Director of Public Service and Safety



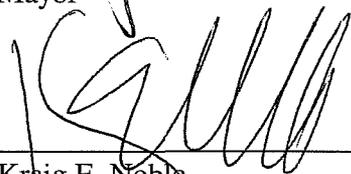
Mark Volcheck, Esq.
OPBA Representative



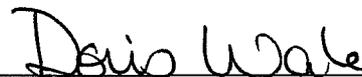
Greg Freewalt
Mayor



Marjorie E. Wisener
Negotiations Committee



Craig E. Noble
City Law Director



Doris Wale
Negotiations Committee



Patrick A. Hire
Management Consultant