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Agreement

By and Between

The City of Jackson

and

Teamsters Local Union 637

September 22, 2011 – September 21, 2014

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AGREEMENT

This Agreement is made and entered into at Jackson, Ohio, by and between The City of Jackson, an Ohio municipal corporation, hereinafter referred to as "City" and Teamsters Local Union 637, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union".

Article 1. Purpose

It is the purpose of this Agreement, and it is the intent of the parties hereto, to establish and promote mutual harmonious understanding and relationships between the Employer and the Employee, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of persons covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement. This Agreement is also intended to comply with all the requirements of Chapter 4117 of the Ohio Revised Code.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

Article 2. Recognition

The City hereby recognizes Teamsters Local Union No. 637, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all members in the Bargaining Units. The Bargaining Units shall consist of:

Bargaining Unit 1

All sworn full-time patrol officers employed by the Police Department of the City of Jackson (hereinafter referred to as "member" or "employee"). As included in Case 2010-REP-10-0180.

Bargaining Unit 2

All full-time persons serving in the position of Dispatcher, (including the police secretary/dispatcher) in the Police Department of the City of Jackson. As included in 2010-REP-10-0182.

Bargaining Unit 3

All full-time persons serving in the position of Sergeant employed by the Police Department of the City of Jackson. As included in case 2010-REP-10-0181.

Full-time and regular employees are those who work at least forty (40) hours per week for all of the weeks of the year excepting vacations, holidays, and other time off as allowed by this Agreement.

If the City creates any new position within the Police Department, the Union and the Employer shall meet within fourteen (14) days to determine the appropriate Bargaining Unit for the new position. If agreement cannot be reached the matter shall be decided by SERB.

Article 3. Management Rights

Section 3.1 Specific Rights

Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights, which belong to and are inherent to the Employer, the Employer retains the right to:

A. hire, discharge, transfer, suspend, and discipline employees for just cause; determine the number of persons required to be employed, laid off or discharged for just cause;

B. determine the qualifications of employees covered by this Agreement; determine the starting and quitting time and the number of hours to be worked by its employees;

C. make any and all reasonable rules and regulations;

D. determine the work assignments of its employees;

E. determine the basis or selection, retention and promotion of employees to, or for positions not within the bargaining unit established by this Agreement;

F. determine the type of equipment used and the sequence of work processed;

G. determine the making of technological alterations by revising either process or equipment, or both;

H. determine work standards, employee evaluations and the quality of work to be produced;

I. select and locate buildings and other facilities;

J. establish, expand, transfer and/or consolidate work processed and facilities; and

K. terminate or eliminate all or any part of its work facilities.

Section 3.2 Additional Rights

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer regarding the operation of its work, business, and direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Article 4. Union Business

Section 4.1 Union Representation

The City agrees to recognize, three (3) employee Union representatives for the purpose of processing grievances under the Grievance Procedure of this Agreement and for conducting Union business related to this Agreement. The Union Steward or Chief Steward is the highest ranking Union official in the Bargaining Unit. Nothing in this Agreement shall preclude the highest ranking Union official in the Bargaining Unit from also serving as Grievance Representatives, or as Grievance Chairman, Shift Chairman or alternate.

The Union will notify the Chief of Police in writing of the names of all officers of the Bargaining Unit and changes which may occur. They will be permitted time off as set forth below during the workweek to attend to Union and Agreement matters within their capacity. During such service in this post, Union officials shall continue their entitlement to wages and fringe benefits allowed a Bargaining Unit member as though they were at all times performing job-related duties.

Union or Grievance Representatives shall be permitted to investigate grievances or perform other Agreement matters while on duty provided permission of the Chief of Police or designee has been obtained and the operational needs of the Department are not disrupted. Any Bargaining Unit member or Grievance Representative or witness required to attend a Grievance Meeting while on duty shall be considered on-duty during the meeting.

Non-employee representatives of the Union shall be permitted to visit the work areas for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the City and the Union and to consult with the Union Steward and/or Chief Steward and/or the Wage and Grievance Committee. Union representatives shall have the right to contact members at the Department provided that the operational needs of the Department are given primary consideration and notice is given to the Chief or designee.

Members designated as being on the Police Department Negotiating Team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Police Department Negotiating Team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session. Members of the Police Department negotiating team will not be discriminated against in any way because of their roles in the negotiations.

Section 4.2 Bulletin Boards

The Employer shall provide bulletin board space for the use by the employees in the Union Bargaining Units. Material posted on the Board shall relate only to Union meetings, elections, social events and reports and decisions affecting the employees in the Bargaining Units.

Section 4.3 Use of Departmental Mail System

The Union will be permitted to utilize, at no cost or loss of time to the City, the Departmental mail system for the purpose of providing information pertaining to Union business to Bargaining Unit employees. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation.

Article 5. Dues Deduction and Fair Share Fee

Section 5.1 Dues Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues uniformly required. The Union will notify the City Auditor annually of the dues it charges and its current membership, and will update this information as needed.

Section 5.2 Fair Share Fee

All members of the Bargaining Units shall either become dues paying members of the Union, or as a condition of continued employment, remit to the Union a fair share fee in an amount determined by the Union, in accordance with the provisions of O.R.C. 4117.09(c). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Union. Nothing in this Section shall be construed to require any employee to become a member of the Union.

Section 5.3 Indemnification

The Union agrees to hold the City of Jackson harmless in the event of any legal controversy with regard to the application of this provision. All dues and fair share fees collected shall be paid over by the Employer once each month to the Union.

Article 6. Copies of Agreement

The Union will print copies of this Agreement and provide one (1) copy to each member of the Bargaining Units, and will also supply copies to the Employer within thirty (30) days of the Agreement being filed with SERB. The Union shall be allowed to use the Employer's copying equipment and supplies.

Article 7. Grammar and Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Article 8. Non-Discrimination

Neither party will discriminate for or against any member of the Bargaining Units on the basis of age, sex, marital status, race, color, creed, national origin, disability, political

affiliation, or for the purpose of evading the spirit of this Agreement. The City agrees not to interfere with the desire of any Employee to become or remain a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in O.R.C. §4117.

Article 9. Conflict and Amendment

Section 9.1 Conformance to Law

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws. Should any provision or provisions of this Agreement be invalidated by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 9.2 Invalidation

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction or by operation of law, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Section 9.3 Modification

Amendments and modifications of this Agreement may be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union membership and City Council. Disputes arising from mandatory mid-term bargaining shall be resolved according to the dispute resolution procedures of O.R.C. 4117.

Article 10. Labor/Management Committee

It is the desire of the City of Jackson and the Union to maintain the highest standards of safety and professionalism in the Police Department.

The City of Jackson and the Union shall each appoint three (3) members to the Labor/Management Committee. This committee will meet on an as-needed basis at the request of either party and at mutually agreed upon times to discuss any issues which either party wishes to raise relating to the Police Department. Neither party has an obligation to act upon the issues raised. In the event of an impasse the issue may be submitted to the grievance process at Step 3, Director of Public Service/Safety.

If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay when meeting jointly with management.

Article 11. Grievance Procedure

Section 11.1 Grievance Policy

The City of Jackson and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a

prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees except it will not be available to those persons on original probation as new employees regarding termination. No reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Section 11.2 Grievance Defined

A grievance is a claim based upon the interpretation, meaning, or violation of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance Procedure be used to effect changes in the sections of this Agreement.

Section 11.3 Disciplinary Action Defined

For purposes of this Agreement, disciplinary action is any reduction in pay or position, removal, suspension, or written reprimand. No Bargaining Unit member shall have any disciplinary action taken against him, including written reprimand, except for just cause.

Written reprimands shall not be appealable to binding arbitration. In cases of written reprimands, if a member disagrees, he may write a memorandum to the Chief explaining his position and why he disagrees with the written reprimand. If the Chief agrees with the members, he shall remove the written reprimand from the member's file. If the Chief does not agree with the member, he shall attach the member's memorandum to the written reprimand and keep both of them in the member's file.

Section 11.4 Qualifications

A grievance may be initiated by the Union or an aggrieved Bargaining Unit member .The Union will make every reasonable effort to see that grievances it initiates affect more than one member of the Bargaining Unit.

Section 11.5 Establishment of Grievance Representatives

The Union may designate not more than three (3) grievance representatives. The Bargaining Committee Chairman may be the Grievance Chairman. The parties shall provide each other with a list of designated representatives for each step of the Grievance Procedure.

Section 11.6 Duties of the Grievance Chairman

The authorized functions of the Chief Steward and a named alternate who shall serve as Union Steward in the absence or unavailability of the Chief Steward shall include the following:

(1) Representing the member in investigating and processing grievances beginning at Step 2 of this procedure.

(2) Replacing a grievance representative who is absent or unavailable.

(3) General supervision and coordination of grievances in process on behalf of the Union, and of Grievance Representatives.

(4) Act as a liaison between the City's representatives and the Union, on matters concerning grievances and this procedure.

The Chief Steward or Alternate Union Steward shall be released from his normal duties, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits.

Such disapproval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Steward shall be allowed reasonably necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisor and shall notify his supervisor twenty-four (24) hours in advance of such assignments.

Section 11.7 Grievance Procedure Steps

Step One. Immediate Supervisor

(1) A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempts at informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred, or within ten (10) calendar days of when the events or circumstances became known to the member-grievant. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered.

(2) At this step, there is no requirement that the grievance be submitted or responded to in writing. A grievant representative may accompany the grievant should the latter request his attendance at the discussion with the immediate supervisor. If a supervisor grants a grievance at the verbal levels, written acknowledgment of granting such grievance must be furnished.

(3) If the member is not satisfied with the oral response from his immediate supervisor, which shall be given within ten (10) calendar days of the submission of the grievance, at this Step, he may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the Steward(s) except that an individual may process his own grievance but the Union may attend the meetings and receive copies of any decisions rendered.

Step Two. Chief of Police

(1) Should the member-grievant not be satisfied with the answer in Step One, within ten (10) calendar days thereafter he may appeal the grievance to the Step Two by delivering a copy of the grievance form, containing the written responses of the prior Step and any other pertinent documents, to

the office of the Chief of Police or his designee. The Chief shall date the form, accurately showing the date his office received the form.

(2) Within ten (10) calendar days of his receipt of Grievance the Chief, or his designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Steward. The Steward may bring with him to the meeting the member-grievant and appropriate grievance representatives. The Chief and the employee may bring any appropriate witnesses.

(3) In the meeting called for at this Step, the Chief or his representatives designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.

(4) Within ten (10) calendar days of the meeting in this Step the Chief shall submit to the Steward and the employee his written response to the grievance.

Step Three. Director of Public Service/Safety

(1) Should the member grievant not be satisfied with the answer in Step Two, within ten (10) calendar days thereafter he may appeal the grievance to the Step Three by delivering a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Director of Public Service/Safety. The Director of Public Service/Safety shall date the form accurately showing the date his office received the form.

(2) Within ten (10) calendar days of his receipt of the grievance form, the Director of Public Service/Safety shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Steward or individual processing his own grievance. The Grievance Chairman and the member-grievant may bring with him to the meeting the appropriate grievance representatives of the Steward. The Director of Public Service/Safety may bring any appropriate witnesses.

(3) In the meeting called for at this Step, the Director of Public Service/Safety shall hear a full explanation of the grievance and the material facts relating thereto.

(4) Within ten (10) calendar days of the meeting at this Step, the Director of Public Service/Safety shall submit to the grievant, or in his absence, the Steward his written response to the grievance.

Step Four. Arbitration

(1) If the member-grievant is not satisfied with the answer in Step Three, within twenty-one (21) calendar days thereafter the Union may appeal to arbitration by serving a notice of intent on the Employer.

(2) Within ten (10) days notice of intent to file under the grievance arbitration procedure, the Employer and the Union shall by joint letter, solicit nominations of five (5) names of arbitrators to hear the case (from the Federal Mediation and Conciliation Service). The Employer and the Labor Council shall select one (1) person to serve as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union and the availability of the Arbitrator. Nothing in this paragraph shall prohibit the Employer and the Union from mutually agreeing on an arbitrator without requesting a panel of arbitrators.

(3) The parties may be represented by their representatives or legal counsel. Any witnesses that are necessary may attend the arbitrator's hearing. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. All decisions of the arbitrator shall be final and binding upon all parties participating. The fees and expenses of the arbitrator and the cost of hearing room, if any, shall be borne by the loosing party. However, upon application of both parties, the arbitrator may determine that a proportioned distribution of fees and expenses is appropriate. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 11.8 Time Off For Presenting Grievances

A member and his Steward shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Stewards shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld.

Grievants and Stewards shall not receive overtime pay to engage in grievance activities provided herein.

Section 11.9 Time Limits

The parties may mutually agree at any time to skip steps or extend the time limits. A grievance may be submitted to the level from which it originates. Where time limits are not met in the grievance procedure, a decision in the grievance shall be presumed to be rendered against the person not meeting the time limit requirements and the grievance shall be granted in full to the party that has met the time limits.

Section 11.10 Representatives in Meetings

In each Step of the grievance procedure outlined in this Article, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that the other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among

the parties specifically designated to attend such additional representatives or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

Section 11.11 Grievance Form

The Union will supply the grievance form and it will be made available to the grievance representatives by the Union. The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

Article 12. Investigation and Discipline Procedure

Section 12.1 Internal Review Procedures

(1) A Bargaining Unit member, who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.

(2) Before a Bargaining Unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. If a member desires, he shall be given a reasonable opportunity to consult with an attorney or Union representative before being required to answer questions.

(3) When a Bargaining Unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be made without the knowledge of the Bargaining Unit member.

(4) The Employer shall not require one employee to investigate another employee in the same Bargaining Unit.

(5) If any of the procedures of these Articles are violated, such violations shall be subject to the Grievance Procedure.

(6) An anonymous complaint shall not be, in and of itself, the basis for any action against any employee. The Director of Public Service/Safety, the Chief, or the Assistant Chief may, however, investigate the complaint and, if corroborated by written witness statements, may become the accusing party and pursue discipline under the terms of this Agreement.

(7) Any member who is charged with violating the department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case at the same time he received notification in writing of intended discipline. The information shall be provided within a reasonable time to allow the member and/or the Union to conduct an independent investigation in the matter. All members of the department shall be obligated to co-operate in the investigation and shall

not be subjected to administrative pressures not to co-operate in the investigation.

(8) At the request of either party, interviews, or portions thereof, with a member conducted during the course of any inquiry will be taped (audio). Tapes can be made by either party. The Bargaining Unit member and/or his legal counsel or Union representative will be afforded the opportunity, upon written request directly to the Employer, to listen to and make personal notes regarding a tape made of his interview subsequent to that interview.

If a transcript of the tape is made by the Employer, the member will be provided a copy of such transcript upon written request directly to the Employer.

(9) The Employer will not use a polygraph machine or other mechanical or chemical means to investigate the truth of statements made by members without the written consent of the member.

(10) Any complaints of violation of rules and regulations or of improper conduct that could not result in criminal charge shall be filed by the complainant within fourteen (14) days of the alleged occurrence. Any complaints filed after the fourteen (14) day time limit shall be considered unfounded and the complainant shall so be advised. The Employer shall have five (5) business days to start the internal investigation from the time the complaint is filed.

Notification to the Bargaining Unit member within fourteen (14) days from the filing of the complaint pursuant to (1) above that an investigation is being conducted shall be sufficient to comply with this Section. Any person seeking to file a complaint against a Bargaining Unit member shall be required to state the complaint in writing. The Employer shall inform the complainant that any complaint, which is filed without any corroborative evidence, filed as harassment, and after investigation is found to have been fabricated shall be forwarded to the Bargaining Unit member and the Union and the member shall have the right to seek appropriate legal remedies.

Section 12.2 Correction Action and Records

(1) Discipline for Cause

No Bargaining Unit member shall be reduced in pay or position, suspended, removed or reprimanded, or disciplined in any manner except for just cause.

In cases of written reprimands, if a member disagrees he may write a memorandum to the Chief explaining his position and why he disagrees with the written reprimand. If the Chief agrees with the members, he shall remove the written reprimand from the member's file. If the Chief does not agree with the member, he shall attach the member's memorandum to the written reprimand and keep both of them in the member's file.

The Employer agrees not to suspend an Employee without pay, demote, or discharge an Employee without first conducting a disciplinary conference in order to give the Employee an opportunity to offer an explanation of the alleged misconduct. Employees will be notified of a disciplinary conference seventy-two (72) hours in advance by written notice stating the nature of the charges and the date and time of the conference. The Employee may be accompanied by a Union representative if he/she chooses, or by a non-Union representative. At the disciplinary conference the Employer may chose to respond to the charges verbally or in writing, have his/her representative respond to the charges or waive the conference.

Requests for a continuance of the disciplinary conference will not be unreasonably denied. However, an Employee who is on paid administrative leave may not receive a continuance for more than an additional twenty-four (24) hours.

Disciplinary conferences, where practical, shall be conducted at hours reasonably related to the Employee's shift, such as during, immediately before or immediately after the shift.

(2) Departmental Hearing

No less than three (3) days prior to all disciplinary hearings, the member will receive from the Employer a written statement of charges and specifications. At the hearing, the charged Bargaining Unit member will be allowed to present his defense. A Bargaining Unit member who is charged may make written request to the Employer to review his personnel file in accordance with paragraph No. 6 hereof. Such request will be granted without unreasonable delay by the Employer in the case of a pending departmental hearing. A member who is charged, or his representative may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon.

The Employer may put an Employee on paid administrative leave pending the hearing described in this Article.

Up to 24 hours prior to a disciplinary hearing a Bargaining Unit member may request a seventy-two (72) hour continuance or any other mutually agreed time.

The Employer will notify the affected member of any charges or of any decision reached as a result of a departmental hearing prior to any public statement. All cases of discipline shall be carried out in a private and business like manner.

(3) Actions of Record

At any time an inquiry concerning a Bargaining Unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

(4) Progressive Action

The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will include at least an oral reprimand, a

written reprimand, and a short term and then long term suspension for the same or related minor offenses prior to dismissal.

(5) Duration of Records

All actions of record except oral reprimands, but including written reprimands or suspensions, may be maintained in each member's personnel file throughout his period of employment with the following exceptions:

Type of Discipline	Removal from Departmental Files
Written reprimand	fifteen (15) months after given
Suspension	eighteen (18) months after given

Disciplinary records so removed shall be given to the Bargaining Unit member. In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from all departmental files and destroyed in the presence of the member. All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action or promotional considerations, and shall not be shared outside the Department.

(6) Review of Personnel Files

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or his designated representatives. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file information will not be shared with anyone outside of the Department except name, place of employment, date of employment, job classification and pay range. Additional specific information may be given upon the advanced written approval by the member involved, but such approval shall be limited to the specifically requested and approved data, and to the specific requests made or member approval given. Any member may copy documents in his file.

(7) Inaccurate Documents

If, upon examining his personnel file, any Bargaining Unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, he shall remove the faulty document and give said document to the employee. If he does not concur with the contentions of the member he will attach the written memorandum to the document in the file without comment.

(8) Discovery

Prior to any hearing for disciplinary action, discovery shall be granted to the charged Employee and his designated representative. Upon written request the appointing authority will permit the Employee to inspect and copy or photograph any of the following which are available to or within the possession, custody or control of the City and the

existence of which is known or by the exercise of due diligence may become known to the Employer, as follows:

A. Relevant written or recorded statements of the charged employee;

B. Books, pages, documents, photographs, tangible objects, buildings or places, or copies of portions thereof, available to or within the possession, custody or control of the Employer, and which are material to the preparation of the charged Employee's defense, or are intended for use by the Employer as evidence at the hearing, or were obtained from or belonging to the Employee;

C. Any results or reports of physical or mental examinations, and of scientific tests or experiments made in connection with the particular case, or copies thereof, available to or within the possession, control or custody of the Employer, the existence of which is known or by the exercise of the due diligence may become known to the Employer;

D. Written list of names and addresses of all witnesses whom the Employer intends to call at the hearing; or

E. All evidence known or which may become known to the Employer favorable to the Employee, material to either the truth of the allegations or punishment.

(9) Miscellaneous

The Employer shall either (a) adopt a policy of a pre disciplinary conference, or (b) shall provide for an Employee who is relieved of duty pending a disciplinary hearing to be entitled to full pay and benefits pending the hearing. The Employer agrees not to make any public releases of information regarding pending disciplinary action without the written consent of the employee.

(10) Shift Assignment

The Employer agrees that shift assignment shall not be used as a form of punishment.

Article 13. Work Rules and Informational Orders

The Employer agrees that existing work rule and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that to the extent possible, new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation.

In the event that the Union (or their representatives) wishes to present the views of the Bargaining Units regarding a new or revised work rule or division directive to the Chief (or in his absence, his representative), they shall meet for this purpose prior to the implementation date of the rule or directive. No action is required by either party as a result of this meeting. All work rules or division directives must be applied and interpreted uniformly as to all members. Work rules or division directives cannot violate this contract. All such rules or their application are subject to the Grievance procedure.

accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

Section 14.5 Seniority List

The Employer shall prepare a list setting forth the present departmental as well as classification seniority dates for all Employees covered by this Agreement, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting covered under this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.6 Personal Day Selection

Any dispute within the Department as to the selection of a personal day provided for in this Agreement shall be resolved by departmental seniority, except that the Chief or Assistant Chief has twenty-four (24) hours to approve or disapprove time off. Once time off is approved seniority will not prevail to change it.

Section 14.7 Shift Selection

Once each quarter, Bargaining Unit members assigned to the Uniform Division (Sergeants and Patrol Officers, including School Resource Officers (SRO) and Criminal Investigator) and to the Dispatch Division will have an option to exercise their classification seniority rights in determining the shift and days off in their respective rank they shall be assigned to work. When bidding for the SRO position, it is understood that the bid will be for an entire school year and that the member(s) filling the position(s) will be an SRO for the entire school year. When bidding for the Criminal Investigator position, it is understood that the bid will be for a twelve (12) month period.

If the investigator positions in the Jackson County Major Crimes Task Force are vacated, the opening will be filled by bidding based on seniority.

On November 1st, February 1st, May 1st and August 1st of each year, the Chief will submit to the most senior Sergeant in the Uniform Division a list of positions for each shift. This list will contain the number of positions for each rank along with the days off each position will carry. The senior Sergeant will make his selection by writing his name in one of the listed positions and forwarding the list to the next most senior Sergeant. The list will continue down through each rank from the list to the next most senior Sergeant. The list will continue down through each rank from most senior to least senior until all members have made a selection. Concurrent with this process, a similar list shall be circulated from the most senior to the least senior members in the Dispatch division, according to assignment, until the least senior member has made a selection. These lists shall be completed and posted by December 1st, March 1st, June 1st and September 1st of each year. The Chief shall post, no later than the dates specified, the schedule for the following quarter.

Deviation from the above completed list must be through the Labor/Management Committee. This Committee will hear any proposed changes and make a recommendation to the Director of Public Service/Safety. The Director of Public Service/Safety will have the authority to affirm or reject the Committee's recommendation.

Article 14. Seniority

Section 14.1 Definition of Seniority

Departmental

As used herein, the term departmental seniority shall refer to and be defined as the continuous length of service or employment, without a break in service for all Employees covered by this Agreement from the date of last hire.

Classification

As used herein, the term classification seniority shall refer to and be defined as the total accumulated length of service or employment for all Employees covered by this Agreement in a classification. Employees cannot accumulate dual classification seniority except while in the promotion probation period in a higher rank.

If an Employee is promoted to a higher ranking classification and returns to the lower ranking classification for any reason, he shall return to the lower ranking classification without loss of accumulated seniority in the lower ranking classification.

Section 14.2 No Break in Service

The following situations shall not constitute a break in continuous services and seniority is not lost:

A. Absence while on approved leave of absence;
B. Absence while on approved sick leave or disability leave;
C. Military leave;
D. A layoff of forty-eight (48) months duration or less;

Section 14.3 Break in Service

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

A. Discharge for just cause;
B. Retirement;
C. Layoff for more than forty-eight (48) months;
D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability or by mutual agreement with the Employer;
E. Failure to return to work at the expiration of leave of absence;
F. Resignation.

Section 14.4 Vacation Scheduling

Employees covered by this Agreement shall select the periods of their annual vacation on the basis of departmental seniority. Vacation schedules may be adjusted to

Article 15. Promotions

Promotional examinations for the position of Police Sergeant shall consist of a written examination and an Internal Review Board. A passing score on the written examination shall be seventy percent (70%). An officer must achieve at least a passing score on the written examination to be eligible for seniority credit. Credit for seniority shall equal one half (1/2) point for each full year of service as an officer with the Jackson Police Department as of the date of the written examination, not to exceed ten (10) total points.

One (1) full set of reading materials shall be available for each three (3) officers taking the written examination. All reading materials shall be made available at least thirty (30) days prior to the date of the written examination.

The top three (3) candidates passing the written examination, including seniority credit, shall move on to the Internal Review Board. The written examination shall account for seventy percent (70%) of the total promotional score.

The Internal Review Board shall consist of the Director of Public Service/Safety, Police Chief, the Assistant Police Chief, and three (3) supervisors. The City and the Union shall meet to determine the membership of the Internal Review Board. Such members shall be determined prior to the date of the written examination. The Internal Review Board shall account for thirty (30%) of the total promotional score.

In the event two or more candidates receive the same grade, seniority as an officer with the Jackson Police Department shall determine the order of their names on the eligibility list. Promotional eligibility lists shall continue for two (2) years, so long as any name remains on the list as eligible for promotion.

Whenever there is a need to fill a vacancy in the position above the rank of Patrol Officer and there is no promotional list, the Civil Service Commission shall, within ninety (90) days of such vacancy hold a competitive promotional examination.

Article 16. Layoff and Recall

Section 16.1 Procedure

Should the Employer determine that a reduction in City personnel is necessary, the reduction shall be borne city-wide and shall apply to all other departments whose primary source of funding in the City's General Fund is an equivalent manner as the police department. Prior to laying off any permanent Police Department Employees, all part-time, temporary, or probationary employees functioning within the City except fire personnel shall be laid off. In the event of further layoffs, police department personnel will be laid off in the reverse order of their departmental seniority.

Section 16.2 Layoff of Sworn Personnel

In the event of a layoff of sworn personnel, the Employer agrees not to hire civilian personnel nor allow volunteers to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for

offenses. Additionally, in the event of a layoff of sworn personnel, no auxiliary officer shall perform any work that is normally done by the laid off sworn personnel.

Section 16.3 Layoff of Non-Sworn Personnel

In the event of a lay-off of non-sworn personnel, the Employer agrees that no volunteers or auxiliary personnel will be permitted to perform the duties of members in the civilian bargaining units.

Section 16.4 Avoidance of Layoffs

The City declares its intent to avoid layoffs of any Police Department personnel, and to avoid doing so will first utilize fund transfers and other techniques. In addition, the Police Department, the Employee, and the Union must be notified by letter twenty-one (21) calendar days in advance before any lay-off.

Included in the written notice must be the name and classification of those persons to be laid off. The layoffs will become effective only after all the above guidelines and the rules and regulations of the Ohio Revised Code have been met.

Section 16.5 Recall List

The Employer shall create and maintain a recall list by classification from which Employees were laid off. Recalls shall be in the inverse order of the layoff and a laid off Employee shall retain his right to recall for forty-eight (48) months from the date of his layoff. Notice of recall shall be sent to the Employee's address listed in the Employer's records and shall be sent via certified mail, return receipt. A recalled employee shall have five (5) calendar days following receipt of a certified mail notice of recall to notify the Employer of the intention to return to work, and shall have fourteen (14) calendar days from the date of mailing of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the recall notice. An Employee who refuses recall or does not report to work within ten (10) calendar days from the date the Employee receives the recall notice, shall be considered to have resigned his position and forfeit all rights to employment with the Employer.

Section 16.6 Payment for Unused Leave

In the event that a member is laid off pursuant to this article, he will be paid for all accrued, but unused vacation leave. Additionally, he will be paid for up to fifty percent (50%) of all accrued, but unused sick leave he has to his credit at the time of the layoff, provided he has a minimum of five (5) years or more service. The sick leave that is not paid out pursuant to this section shall remain "on the books" with the City of Jackson.

Article 17. Safety Issues

Section 17.1 Disabling Defect

The City agrees to furnish and to maintain to the best of its ability all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. No Employer shall be required to use any equipment that has been designated by both

the Police Department Grievance Committee and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

Section 17.2 Notification of Disabling Defect

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of the vehicle. When a police department cruiser is reported to have a disabling defect pursuant to this article, the City will make an effort to replace and/or repair the disabling defect with "police package" parts.

Employees are responsible for reporting unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

Section 17.3 Disciplinary Action

No disciplinary action will be taken against any member of the Police Department who refuses to drive a cruiser or use any other equipment which in his opinion is unsafe, until checked by a person authorized by the Director of Public Service/Safety.

Section 17.4 Immunization and Testing

The City shall provide Hepatitis B immunization, on a voluntary basis, to all members of the Bargaining Units at no cost to the Bargaining Unit member.

The City shall provide AIDS testing, on a voluntary basis, to any Bargaining Unit member who has been exposed to blood or other body fluids in the course of his employment. Such testing shall be at no cost to the employee.

Section 17.5 Transportation of Prisoners

Any time an employee of the Jackson Police Department is transporting a prisoner of the opposite sex outside of Jackson County, there shall be another employee accompanying the employee doing the transport, unless the City provides a mutually agreed upon camera and recording system in the transport vehicle that is capable of monitoring the prisoner being transported at all times during the transport.

Article 18. Drug and Alcohol Policy

A negotiated Drug and Alcohol Policy is below. The reasonableness of this is agreed upon.

Section 18.1 Policy

Department employees shall not taken any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutorily defined illegal use or possession of drugs by an employee, whether on or off duty, is prohibited. Department employees are prohibited from consuming alcohol at any time during or just prior to a beginning of the work period, except as necessary for the performance of their duties as authorized by the Chief of Police or his designee on a case-by-case basis.

Legal possession of alcohol in a private vehicle shall not constitute a violation of this policy.

An officer who is prescribed medication by a physician shall consult with the physician or pharmacist regarding the effects of the drug. If the drug precludes the officer from performing his normal job functions he shall bring this to the attention of his supervisor.

Failure of any police employee to comply with the intent or provisions of this policy are grounds for disciplinary action or other action determined appropriate by the Police Chief. Refusal by the Police employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion or a random test selection as defined in this policy, will result in immediate relief from Police duties pending disposition of any administrative personnel action. A positive drug or alcohol test, or the refusal to take a test after an accident may affect the employee's eligibility to receive workers' compensation benefits under Chapters 4121 and 4123 of the Revised Code.

Section 18.2 Procedure

Definitions:

Drug test:
A urinalysis test administered under approved conditions and procedures to detect drugs by a certified laboratory and other testing methods approved by the Department of Health & Human Services certification program.

Drug Testing: Urinalysis

A. Employees of the department shall be required to submit to a test for drug or narcotic use as outlined below:

1. Any supervisor may order a drug/alcohol test when he or she has reasonable suspicion that an employee's using, or is under the influence of drugs, narcotics, or alcohol. Examples of conduct that constitute reasonable suspicion include, but are not limited to: slurred speech, alcohol odor on breath, unsteady walking and movement, accident involving City property.
2. Any supervisor may order a drug test for employees who are driving City vehicles who are involved in accidents involving personal injury or significant property damage. Significant property damage shall be defined as damage that temporarily prevents the use or enjoyment of the property or substantially interferes with its use or enjoyment for an extended period of time. Personal injury shall be described as an injury that requires medical attention away from the accident scene.
3. Drug testing may be conducted on employees randomly using a valid method of selection. The random test will be done by the approved testing laboratory, performed monthly throughout the calendar year. Employees will not be randomly tested for alcohol.
4. The Employee shall be advised of the circumstances surrounding the order to test.
5. When a supervisor orders a drug or alcohol test according to the guidelines for #1 above, he or she shall prepare a report containing the

facts and circumstances including any pertinent dates and times. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she so chooses. This report shall also be forwarded to the Chief of Police and the Director of Public Service/Safety.

6. Whenever practical, prior approval should be obtained from the Police Chief before a supervisor orders the test.

B. In the event that an employee is required to submit to a drug or alcohol test, the following guidelines should be observed.

1. The employee shall be granted enough time to change from uniform to civilian clothing, if desired.
2. The employee may be transported to the designated testing facility by a supervisor.
3. The employee may request that a Union employee of his/her choice be present for the transportation and test, provided said individual is reasonably available. The use of said Union employee shall not create an overtime expense to the City.
4. A controlled test will be conducted by personnel of the testing facility.
5. Subject to the rules of the testing facility, a testing facility employee may be present for the test.
6. All urine samples will be properly labeled, sealed, and turned over to the testing site personnel by the employee. The specimen will be divided properly by the designated test center or laboratory designated by the test center.
7. All parties involved will be transported back to the Police Department. If the test of the employee is held over his/her assigned time, he/she will be compensated for that time.
8. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health & Human Services or certified by a DHHS-recognized certification program such as the Substance Abuse and Mental Health Services Administration. The procedures utilized by the City and the testing facility shall follow the Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.
9. Any employee that is suspected of operating a City vehicle while under the influence of alcohol by law enforcement, law enforcement requirements shall take precedence and the individual will be tested according to law enforcement policy and procedures.

   A blood alcohol content of .02 or greater shall be considered a positive test result.

10. The results of the testing shall be delivered to the City and the employee tested. An employee whose test result is positive shall have the right to request a certified copy of the test results in which the testing facility shall affirm that the tests results were obtained using approved protocol methods. The employee shall provide a signed release for disclosure of

the testing results. Refusal to submit to the testing provided under this policy shall be grounds for discipline.

11. If a drug confirmation test is positive, the employee may, upon written request, have the split sample re-tested by a DHHS-certified laboratory. This request shall be presented to the Police Chief or his/her designee within seventy-two (72) hours upon being notified of a positive result. In the written request, the employee shall indicate if the split sample is to be tested by the original laboratory or forwarded to another DHHS-certified laboratory. The split samples are held by the testing laboratory for a period of one (1) year. The City shall notify Occupational Medicine of the request for the split sample re-test and shall pay for the test.

    In the event that the split sample test confirms the results of the first test, the City will proceed with the actions set forth in this policy and the employee shall be invoiced for the expense of the split sample re-test.

18.3 Substance Testing and Assistance

The City may impose disciplinary action upon the findings of a positive test result. However, the City agrees it will not discharge an employee who tests positive his/her first time. This limitation on discipline shall not limit the City in imposing discipline up to and including termination for gross misconduct which may be coincident with an employee's improper drug or alcohol use. If the employee has previously tested positive for the use of drugs or alcohol or has refused to participate, the employer has the right to impose disciplinary action, including termination.

Article 19. Training Classes

In the interest of having the best trained department possible, all sworn personnel shall be entitled to attend advanced training classes as prescribed by the Chief of Police. The Employer shall provide at least one (1) class per year of advanced training through the Ohio Peace Officer Training Academy (OPOTA) or other recognized training program. Any officer so assigned shall attend the training program. Advanced training is not such things as CPR or CPR refresher courses, firearms re-qualification or any other in-service or other refresher courses. Sworn personnel shall receive all state-mandated training annually.

All dispatchers shall be entitled to attend one (1) advanced training course per year related to their field. Any dispatcher so assigned shall attend the training program. Attending training classes scheduled outside a two hundred (200) mile radius of Jackson shall only be with the mutual consent of the officer.

While attending training classes the Bargaining Unit member shall be entitled to all pay and benefits.

Article 20. Hours of Work and Overtime

Section 20.1 Workweek Defined

A workweek for sworn personnel shall consist of four (4) consecutive days of ten (10) consecutive hours each, followed by three (3) consecutive days off. The exception is for the SRO whose workweek during the period of the school year shall consist of five (5) consecutive days of eight (8) consecutive hours each, followed by two (2) consecutive days off. A workweek for non-sworn personnel shall consist of five (5) consecutive days of eight (8) consecutive hours each, followed by two (2) consecutive days off.

Fill-in sworn personnel shall be assigned as needed to provide coverage for officer vacancies due to leave of absence, e.g., vacation, comp-time, bereavement, personal days, training, or other approved leave of absence which may not necessarily fall into consecutive order.

Fill-in non-sworn personnel shall be assigned to provide coverage for non-sworn personnel on paid leave, e.g., vacation, comp-time, bereavement, personal days, training or other approved leave of absence, as needed and may not necessarily fall into consecutive order.

Officers on special assignments as designated by Chief; such as, Criminal investigator(s) shall work a flex-schedule as needed.

Section 20.2 Overtime Payment

All approved overtime in excess of the hours required of an Employee by reason of the Employee's regular duty, including training approved by the Chief, whether of an emergency nature or of a non-emergency nature, shall be paid at one and one-half (1 ½) times the Employee's actual hourly rate of pay, for all hours worked. In the event an employee is forced to work a full shift, in addition to the one and one-half times the actual hourly rate of pay, the employee shall receive $.50 per hour for all hours worked. Hours worked means hours in excess of eight (8) hours or ten (10) hours in a given work day, as appropriate. Compensatory time may be paid in lieu of overtime payment if the employee, in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay.

Section 20.3 Overtime Procedure

The Employer shall establish a procedure for the rotation of overtime opportunities so that overtime opportunities can better be equalized for members. Overtime opportunities will be rotated among Employees on the basis of departmental seniority, with the most senior person given the opportunity first. If the Employee to whom the overtime is offered accepts that opportunity or denies it, the Employee's name shall go to the bottom of the list and the next time there is an overtime opportunity, it shall be offered first to the person whose name appears at the top of the list. This does not mean that overtime hours shall be equaled but they shall be offered on an equal basis. Court time shall not be considered in this equalization.

Section 20.4 Method for Call-outs

All overtime call-outs that are needed because of pre-approved leave shall be under the direction of the Chief or Assistant Chief. All overtime call-outs that are needed for non pre-approved leave and/or emergency reasons shall, in the absence of the Chief or Assistant Chief, be under the direction of the shift supervisor. Call-outs shall be conducted as defined in Article 20, Section 20.3 (Overtime Procedure).

Section 20.5 Call-in

A call-in is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours.

Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for four (4) hours at the appropriate overtime rate, or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 20.6 Court Time

Employees covered by this Agreement, who are required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate within a minimum of four (4) hours.

Section 20.7 Emergencies

In the event an emergency is declared by the Chief of Police, as many of the employees shall be continued on duty for such number of hours as may be necessary at an overtime rate.

Section 20.8 Changing of Shifts

Shifts shall not be changed without a forty-eight (48) hour notice and shall not be changed in order to avoid overtime.

Section 20.9 Extra Duty/Special Duty

Any organization or agency which contacts the City seeking officers for extra duty or special duty shall pay the appropriate hourly rate for all hours worked for the extra duty or special duty directly to the officer (2) who worked the extra/special detail. If the agency or organization wants or needs a police cruiser in addition to the officer(s) during the extra duty/special duty, contact shall be made directly with the City in order to establish the cost, payment and arrangements for the cruiser. Officers on such assignments shall be considered to be on duty. A separate extra duty/special duty roster shall be established for this Section. The opportunity for extra duty/special duty shall be offered to all full-time employees before the opportunity is offered to any part-time, reserve, auxiliary or special officers and shall be offered on an equal basis as described in Section 30.2 of this Article.

Section 20.10 Tactical Team

If during the term of this Agreement a Tactical Team is created in the Jackson Police Department, the parties agree to meet to define the training, payment and other terms and conditions of the team.

Section 20.11 Canine Assignment

All officers are eligible to be a canine officer and can make a request to have the position when it is open. However, the final decision as to who will serve as canine officer rests with the Chief.

The canine used by the Jackson Police Department will be licensed in accordance with all state and local laws. The Employer will provide all food, equipment, insurance and veterinary services for the canine until termination of the program or until retirement of the canine. Upon retirement of the canine (based on a veterinarian stating that the canine can no longer perform its job duties), the canine officer will have the opportunity to assume ownership of the retired canine for one dollar ($1.00), and will assume all financial responsibility for the canine. The City reserves the right to terminate the program at any time.

The canine officer agrees to remain with the canine unit for a minimum of five (5) years after initially being assigned to the canine unit. Should the canine officer be unable to complete the five (5) year commitment, the employer, the employee, and the OLC will meet to resolve the situation. Should this meeting fail to resolve the problem, the employee may use the grievance process.

The canine officer will be responsible for the care and maintenance of the assigned canine. The canine will live with the officer inside his/her residence and may be kenneled while on the employee's property. The employer will be responsible for the cost of kenneling the canine if the canine officer is away from home for an extended period.

The canine officer shall be permitted four (4) hours per pay period for training of the canine. The canine officer will be paid for the training time in the same manner as if he was on duty during his regularly scheduled shift.

Due to the nature of this assignment, the canine officer agrees to be "on-call" with the understanding that his/her services may be requested at any time during the day or night. Should the canine officer not be available to respond to a request for service during his/her normal time off, he/she will not be subject to disciplinary action. Repeated failure to respond to requests for service during normal time off is grounds for reevaluation of the officer's assignment to the canine unit.

Section 20.12 Departmental Meetings

Departmental meetings are not to be considered as a call-in. When ordered to be at departmental meetings, employees will be paid straight time for each hour at the meeting with a two (2) hour minimum.

Article 21. Working Out of Classifications

Section 21.1

Any officer who works in a position or rank senior to that which he normally holds, shall be paid at the rate for the senior position or rank while so acting, provided that he works in that higher rank or position for at least four (4) consecutive hours in any one (1) shift. Once the officer works in the higher rank or position for the four (4) consecutive hour minimum, the officer shall be compensated at the higher rate of pay for every hour he worked in the higher rank or position during that shift. To receive pay under this Section the officer shall have the attendance log marked to indicate service in the senior position.

Full-time OPATA Certified Dispatchers with commission will be included (not forced) for patrol call out; to be called out for shift coverage after all patrol and before forcing patrol officers.

Section 21.2

No police officer will work the position of dispatcher except when all other full-time dispatchers have been contacted and given the opportunity to fill the vacant shift pursuant to the Hours of Work and Overtime Article. Any police officer who works in the position of dispatcher pursuant to this Section, shall have at least conditional LEADS certification and periodic Dispatch training. The part-time dispatcher may be scheduled for a collective total of twenty-four (24) hours per week. After the part-time dispatcher has completed the collective total of twenty-four (24) hours per week, any overtime opportunities shall be distributed as provided in the Hours of Work and Overtime Article with the part-time dispatcher being called only after all full-time employees have been given the opportunity to work additional hours. No off-duty police officer shall be ordered to work Dispatch. The Chief or his designee may order an on-duty police officer to work Dispatch, and will at the same time, call in a Dispatcher. In the event no Dispatcher accepts the overtime, a Dispatcher will be ordered in.

Article 22. Sick Leave

Section 22.1 Accrual Rate

All Employees earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service. The credit is strictly proportionate to the hours paid each pay period. Credit is given for all time in active pay status, including vacation and sick leave, but not including time on leave of absence or layoffs.

Section 22.2 Payment of Sick Leave

Sick leave is charged in minimum units of one (1) hour. Sick leave payment will not exceed the normal scheduled work day or work week earnings.

Section 22.3 Reasons for Use of Sick Leave

Sick leave will be granted to employees upon approval of the Chief of Police for the following reasons:

(1) Illness or injury of the employee or a member of the employee's immediate family. (In case of a member of the immediate family not living with employee, the appointing authority may credit sick leave when it appears justified.)
(2) Medical examinations or treatment of the employee or a member of the immediate family.
(3) When through exposure to a contagious disease, either the health of the employee or presence on the job would jeopardize the health of others.

Section 22.3 Notification of Use

Subsequent notification beyond the first day of absence will be governed by the nature of the circumstances and the requirements established by the Chief of Police.

Section 22.4 Failure to Comply

Employees failing to comply with sick leave rules and regulations will not be paid. Application for sick leave with intent to defraud will result in disciplinary action and refund to the City of any wage paid during such sick leave.

Section 22.5 Workers' Compensation

An employee who becomes eligible for Workers' Compensation payment for loss of time may utilize sick leave until that eligibility comes into effect.

Section 22.6 Conversion of Sick Leave to Vacation

An Employee with more than five (5) years of City service, who has more than four hundred eighty (480) hours of accumulated sick leave, may exchange up to one hundred twenty (120) hours of excess sick leave to vacation leave, or be paid each calendar year. Employees with an excess of one thousand (1,000) hours of sick leave who opt not to exchange hours for vacation leave, if requested, shall receive payment for all hours in excess of one thousand (1,000), the second week of November payable in a separate payroll check.

Section 22.7 Payout of Sick Leave at Termination

Upon termination of employment with more than five (5) years, but less than ten (10) years of service, the City shall pay, in cash, one-half (1/2) the value of all unused sick leave. Upon termination of employment with ten (10) or more years of service, the City shall pay, in cash, the value of all unused sick leave. The value shall be calculated at the employee's final rate of pay.

Article 23. Sick Leave Donation Plan

Section 23.1 Immediate Family Defined

For purposes of this Article immediate family will carry the same definition as "immediate family" in the Family Medical Leave Article of this Agreement and includes, but is not limited to the Employee, Employee spouse, child, parent, or "in loco parents".

Section 23.2 Intent

Employees may voluntarily donate accrued sick leave to a fellow Employee who is otherwise eligible to accrue and use sick leave and who is covered by a sick leave donation policy. The intent of the leave donation program is to allow Employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended catastrophic illness or injury of the Employee or a member of the Employee's immediate family.

Section 23.3 When an Employee May Receive Sick Leave

An Employee may receive donated leave up to the number of hours the Employee is scheduled to work each pay period, if the Employee to receive donated leave or a member of the Employee's immediate family has a serious illness or injury, and the Employee:

A. has forty (40) hours or less of combined accumulated leave of any kind; and

B. has applied for any paid leave, Workers' Compensation, or benefits program for which the Employee is eligible; and

C. has applied for Family and Medical Leave; and

D. has no abuse or patterned use of sick leave and/or leave without pay; and

E. has provided written verification that the catastrophic illness exists; and

F. agrees to accept the leave under the terms of this policy and completes any required form.

Employees may receive donated leave from Employees of other Departments provided the donating Employee is covered by a sick leave donation policy.

Section 23.4 When an Employee May Donate Sick Leave

Employees may donate leave if the donating Employee:

A. voluntarily elects to donate sick leave and does so with the understanding that donated leave, once donated and credited to the donee, will not be returned;

B. donates a minimum of eight (8) or ten (10) hours, and a maximum of forty (40) hours, in eight (8) or ten (10) hour increments, subject to a maximum of one hundred sixty (160) hours annually; to any/all Employees in need;

C. retains a sick leave balance of at least one hundred sixty (160) hours;

D. completes any required form.

Section 23.5 Administration of the Program

The sick leave donation program shall be administered on a pay period to pay period basis. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the donor's balance or credited to the recipient's balance until the pay period such leave is actually used. Unused donation applications where time is not used by the donee shall be returned to the donor.

Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an Employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit. The Employer shall maintain such records as are necessary for the administration of this program. The Union and Employer agree to coordinate efforts to assure effective implementation of this Article.

Section 23.6 Information Required in Order to Donate

Employees who wish to donate sick leave shall certify:

A. The name of the Employee for whom the donated leave is intended.

B. The number of hours to be donated;

C. That the Employee will have a minimum sick leave balance of at least one hundred sixty (160) hours after donation;

D. That the sick leave is donated voluntarily and the Employee understands that the donated leave will not be returned.

Section 23.7 Requirement to Donate

No Employee will be forced to donate leave. The Union and Employer will respect an Employee's right to privacy. However, the Union and/or Employer may, with the permission of the Employee who is in need of leave or a member of the Employee's immediate family, inform Employees of their co-workers critical need for leave donations from Employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

Section 23.8 Program Not Grievable

Neither donating Employees, receiving Employees nor the Union shall have the right to arbitrate any or all issues regarding the application of this Article/Section.

Article 24. Injury Leave

Section 24.1 Injury Leave to be Granted

Any employee who is disabled because of an injury suffered in the performance of law enforcement activities on behalf of the Employer, shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave.

Example of the active performance of law enforcement duties are: Officer responding to an emergency call or in pursuit of a subject, Officer checking a suspicious vehicle, incident or issuing a citation is injured by any means would be covered by injury leave. Officer walking across the parking lot falls and injures himself would not be eligible for injury leave. Officer checking a business falls and injuries himself would be eligible for injury leave. Injuries resulting from horse play or gross negligence are not grounds for injury leave.

Section 24.2 First three (3) days after injury

Injury leave shall not be available until after the disability has extended beyond three (3) working days. The first three (3) days of absence shall be charged to sick leave.

Section 24.3 Length of Injury Leave

Injury leave shall be available during a period of forty-five (45) work days from the date of the injury. After forty-five (45) working days from the date of injury, absence due to such injury shall be charged to sick leave. The Employer, at his sole discretion, may extend injury leave beyond forty-five (45) work days for the employee.

Section 24.4 Examination May be Required

An employee requesting leave, shall upon request by the Employer submit to an examination by the Employer's physician who shall determine the extent of the disability.

Section 24.5 Filing of Workers' Compensation Claim

Granting of injury leave is contingent upon the employee filing for Workers' Compensation and reimbursing the Employer with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay. The Employer, at his sole discretion, may require that an employee who requests injury leave will apply to BWC for medical benefits only, and not lost income benefits.

Section 24.6 Light Duty

The Employer, at his sole discretion, may offer a light duty assignment which will be accepted as long as the attending physician approves such light duty.

Section 24.7 Disputes

Any disputes regarding injury leave will be submitted to the grievance procedure.

Article 25. Bereavement Leave

In the case of death in the employee's immediate family three (3) days' leave with the pay shall be granted for the funeral unless such funeral is greater than three hundred (300) miles from Jackson, in which case forty (40) hours leave with pay shall be granted. One (1) day without pay shall be granted for the funeral of any other relative. Special cases may be taken up with the Director of Public Service/Safety. Such leave for the day of the funeral only is separate from and shall not be charged to any other form of leave. An employee utilizing paid leave must attend the funeral.

Definition of Family: A member of the immediate family shall be defined to be any employee's parents, including step-parents, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), uncle, aunt, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

Article 26. Leave of Absence With and Without Pay

Section 26.1 Unpaid Leave

All unpaid leaves of absences shall be as provided in the Ohio Revised Code.

Section 26.2 Personal Leave

In addition each full-time employee will receive forty (40) hours of personal leave to be designated at a time agreeable between Chief of Police and Employee, not to be charged as sick leave. Any unused personal days shall be paid in cash at the close of the fiscal year.

Section 26.3 Maternity/Paternity Leave

Upon birth or adoption of a child into an employee's immediate family, the employee will be granted a maternity/paternity leave of forty (40) hours, such leave will be fully paid and chargeable to sick leave. Additional maternity/paternity leave may be granted at the discretion of the Director of Public Service/Safety. Any member recovering from physical birth or complications from an incomplete pregnancy, shall, upon return to work, be assigned light duty for a period of two (2) weeks in the Police Department office.

Section 26.4 Military Leave

An employee who, as a member of the Ohio National Guard, the Ohio Defense Corporation, the Ohio Naval Militia, or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy six (176) hours in any one (1) calendar year. An employee qualifying for paid military leave who is called or

ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or one hundred seventy six (176) hours at his or her regular compensation rate less whatever compensation the employee may receive for such military service. If the employee's military compensation exceeds the compensation the employee is otherwise entitled to from the City, the employee will not be entitled to any additional compensation from the City.

Section 26.5 Family Medical Leave

Family Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his/her own serious health condition;

2. To care for his/her spouse, child, or parent who has a serious health conditions; or

3. Because of the birth, adoption or foster placement of a child. The employee's available paid sick leave (sick leave and vacation) may be used and would not be included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical leave may apply for disability pursuant to the provisions of this Article.

The intent of this Section is to comply with the Federal FMLA; any future changes are intended to be included as required.

Section 26.6 Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights, provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution.

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Academy of Medicine of Greater Cincinnati. It is the employee's

responsibility to request a disability leave since leave is not granted automatically when the Employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

The Employer may require an employee to be examined by a licensed physician designated by the Employer at the Employer's expense. An employee found unable to physically or mentally perform essential functions of his position by such physician shall be placed on Disability Leave as described above.

Section 26.7 Religious Leave

Any employee may be granted leave without pay to attend religious observances so long as the request is approved by the Chief. Religious observances shall be limited to the actual hours necessary to attend the observance.

Article 27. Vacation

A. Employees will begin to accrue vacation time at the following rates:

First day of employment through completion of 3rd year	2 weeks
After completion of 3 years of service	3 weeks
After completion of 5 years of service	4 weeks
After completion of 10 years of service	5 weeks
After completion of 15 years of service	6 weeks

B. Employees will accrue vacation during their first year of employment, however no Employee may use vacation time until after the date of the first anniversary of employment.

C. Vacation days may be accumulated in an unlimited amount as long as the requirements of paragraph F below are met.

D. No employee covered by this Agreement shall be required to work during his vacation time except in the case of a natural disaster or a state of emergency as declared by the President, the Governor, the Jackson County Sheriff or because of a police department emergency. However, if an employee does work during his vacation time pursuant to this section, he shall be compensated at the time and one-half (1 ½) rate in addition to his/her regular vacation pay or he may choose to take another day off.

E. Employees may take vacation time one (1) day or more at a time with proper notice.

F. Employees are required to take at least two (2) weeks' vacation leave per year in eighty (80) consecutive hours or two (2) separate forty (40) consecutive hour

units. He may elect to sell back any vacation leave in excess of two (2) weeks. The Employer will post a vacation request list for the entire year not later than October 1 through November 15 of each year.

Employees will bid for vacation by departmental seniority and will select a first and second preference dates. A limit may be placed on the number of Employees per classification per week who may schedule vacation at the same time.

The Employer will post vacations based solely on departmental seniority not later than December 31 of each year.

Vacation periods approved during this process are guaranteed and will not be subject to seniority bumping.

Scheduled vacations will not be rescheduled without the mutual Agreement.

G. Vacation selections outside of the procedure described in this Article shall not be subject to bumping within thirty (30) days of the scheduled time. Such bumping can only occur when bumping for an equal or greater amount of time.

Article 28. Holidays

Section 28.1 Designated Holidays

All full-time employees will observe the following paid holidays:

First day of January	(New Year's Day)
Third Monday in February	(President's Day)
Friday before Easter	(Good Friday)
Last Monday in May	(Memorial Day)
Fourth of July	(Independence Day)
First Monday in September	(Labor Day)
Second Monday in October	(Columbus Day)
Fourth Thursday in November	(Thanksgiving Day)
½ Twenty-fourth day of December	(Christmas Eve)
25th day of December	(Christmas Day)
½ Thirty-first day of December	(New Year's Eve)
May 15	(National Police Memorial Day)
11th day of November	(Veterans Day)
Employee's Birthday	

Section 28.2 Compensation for Holidays

(1) Holidays may be accumulated for a period of one (1) year. Compensatory holiday time off may be used at any time which is agreeable to the Chief of Police and Employee within this one (1) year period. In any event the holiday time must be used by the end of the fiscal year.

(2) If a full-time employee is regularly scheduled to work a holiday, he shall be paid one and one-half (1 ½) times his regular hourly wage in addition to eight (8)

or ten (10), as appropriate, hours' pay for the holiday, or an amount of time off equivalent to his normally scheduled day, at a later date agreeable with the employee and the Chief of Police.

(3) If a full-time employee is scheduled to work overtime on a holiday, he shall be paid two (2) times the regular hourly wage in addition to the eight (8) or ten (10), as appropriate, hours of holiday pay.

(4) On any day that is declared a holiday or special leave day for other City employees, the same number of hours shall be considered a holiday for members of the Bargaining Unit.

(5) Upon the request of the employee, he shall be paid for all accrued time.

Article 29. Payment To An Estate

The Estate of a deceased employee shall be paid all accumulated vacation pay due such deceased employee. The estate of a deceased employee shall be paid all accumulated sick leave due to such deceased employee. The value of such leave shall be calculated at the employee's final rate of pay.

Article 30. Indemnification

Section 30.1 Employer Responsibility

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Ohio Revised Code.

Section 30.2 Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties as set forth in Ohio Revised Code.

Section 30.3 Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 30.4 Applicability

The Employer will provide the protections set forth in these Sections, so long as the officer is acting within the scope of his employment and where the officer cooperates with the City of Jackson in defense of the action or actions or claims as set forth in Ohio Revised Code.

Article 31. Insurance

Section 31.1 Life Insurance

The Employer agrees to pay for term life insurance with a face value of forty thousand ($40,000.00) dollars for each employee, at no cost to the employee. The Employer will select the carrier.

Section 31.2 False Arrest Insurance

The Employer shall provide false arrest insurance to all Police Officers, Auxiliary Officers, and Notaries Public, at no cost to any of these employees.

Section 31.3 Operator's Insurance

The Employer shall pay the cost of all premiums for operator's insurance for the operation of the employer's vehicles while on duty.

Section 31.4 Definition of On-Duty

A member shall be considered to be on-duty at any time that he is performing the obligation of the Employer and not necessarily limited to the normal scheduled periods. If a member is outside his scheduled work hours and must perform any duty as a law enforcement officer (whether ordered, instructed, or at his discretion) he shall be deemed to be on duty for the purpose of this Agreement except that a member shall not be eligible for pay for outside his normal scheduled work hours without the approval of the Director of Public Service/Safety.

Section 31.5 Medical, Dental and Optical Insurance

The City shall provide full coverage medical insurance to include Major Medical, Dental and Optical, and any other carrier selected and mutually agreed upon by the City and Employees of the Jackson Police Department. The City will pay ninety-four percent (94%) and the employee shall pay six percent (6%) of the cost.

Any eligible individual who opts not to be covered by the City's medical insurance shall be compensated in the amount of four thousand dollars ($4,000.00) annually. Said payment for opting out shall be paid in December of each year. If a member separates from service with the City for any reason prior to the opt-out payment being paid, the payment shall be paid a pro rated amount at the time of separation.

If other unionized employees in the City of Jackson receive an insurance opt-out amount greater than four thousand dollars ($4,000.00) per year, employees covered by this contract will automatically receive the same insurance opt-out amount.

Any eligible employee who opts not to be covered by the City's medical insurance, shall be compensated in the amount of four thousand dollars ($4,000.00) annually. An eligible employee is defined as one who has NO coverage by City health insurance, either through their employment or the employment of a spouse/partner and can provide proof of coverage from another source. Said payment for opting out shall be paid in December of each year. If a member separates from service with the City for any reason prior to the

opt-out payment being paid, the payment shall be paid a pro-rated amount at the time of separation.

Section 31.6 Personal Insurance

The Employer shall repair or replace, at no cost to the employee, any uniforms or personal items damaged or destroyed on or in the line of duty.

Section 31.7 Re-negotiation of terms

The Employer reserves the right to re-open negotiations for health insurance pursuant to O.R.C. § 4117 prior to May 1 of each year.

Article 32. Uniforms

Section 32.1 Uniforms provided

The Employer shall provide to new employees at no cost to the officer the first two (2) complete uniforms, including badges, leather gear, service weapon and/or any other equipment required by the Employer, as established by departmental policy. Required changes in the above issue will be provided in duplicate to all affected employees in the same manner as if the issue was being made to new employees.

Section 32.2 Uniforms Replaced

The Employer shall replace at no cost to the employee any uniforms or piece thereof, and/or equipment (with approval from Chief or Director of Public Service/Safety) which is damaged or destroyed in the line of duty.

The Chief of Police or the Department Head will designate the uniform of the day.

Section 32.3 Uniform Allowance

The City will establish purchase orders with various vendors so as to allow Employees covered by this Agreement to purchase uniforms up to the dollar amounts listed below. Because the purchase(s) will be made by the City and not by the individual Employee, said purchases will not be taxable to the Employee.

Employees shall receive the following clothing/uniform allowance:

Patrol Officers and Sergeants	$700.00 per year
Dispatchers	$525.00 per year

Employees shall be responsible for returning an amount of clothing and equipment purchased at City expense to the original issue and any items purchased during the year in which an employee leaves the City service.

Article 33. Firearms Qualifications

All Peace Officer certified Bargaining Unit members shall shoot an OPOTA approved qualification course at least once per calendar year. The Employer shall adopt a specific

duty round for Department weapons and that will be the only ammunition authorized for duty. All Peace Officer certified Bargaining Unit members shall receive sixty (60) rounds of duty ammunition, as well as two hundred (200) practice rounds of ammunition per year for Department-issued handguns. The old duty ammunition will be rotated and expended during qualification proceedings. All sworn personnel shall receive additional shoot-don't shoot advanced training. Bargaining Unit members shall be compensated two (2) hours pay if forced to complete qualification training on his/her own time.

In addition to the sixty (60) rounds of duty ammunition and the two hundred (200) rounds of practice ammunition, the City will provide twenty dollars ($20.00) worth of ammunition per officer, per year (not to exceed three hundred fifty dollars ($350.00) per year) for the entire Department for officers to requalify on alternate weapons approved by the Chief.

Article 34. General Provisions

Section 34.1 Use of Private Vehicle

The Employer agrees to pay an employee the IRS amount of reimbursement in effect at the time of the rembursement per mile if an employee's privately owned vehicle is used to conduct official or police business.

Section 34.2 Yearly Physical

Each full-time employee will receive a complete medical physical each year as scheduled by the Employer, and the Employer shall assume the responsibility for the payment of such examination. However no such medical examination will be provided to an employee whose health insurance coverage pays for a comparable medical examination on an annual basis. Upon written request, or submission of a medial bill, the City will reimburse the employee for the co-payment, if any, for the physical, not to exceed the applicable co-payment under the City's group health plan. Members shall be sent for the physical while on-duty and if sent more than fifty (50) miles away for the physical, shall be provided transportation or compensated for using their own auto. A copy of the attending physician's report will be delivered by the employee to the Director of Public Service/Safety upon receipt of the report from the doctor's office.

Section 34.3 Pay Day

Pay day shall continue in the present manner of bi-weekly pay. If there is a shortage on an employee's pay check, due to no fault of the employee, the employer will make the employee whole within five (5) business day of the employee pointing out the mistake.

Section 34.4 Parking

The City shall provide each employee with a parking sticker or card to be used only while on duty or while conducting City business.

Section 34.5 Certain Labor-Management Issues

The City and the Union agree to seriously attempt to resolve, through the Labor Management Committee: (1) the question of adequate heating, cooling and ventilation, (2) the question of adequate communication equipment.

Section 34.6 Overnight Travel

When assigned to out of area overnight trips, employees will be issued a credit card or cash or check covering the estimated cost (or confirmed) costs for commercial carriers, hotel/motels and meals. A reasonable amount of additional money will be allocated, however all funds in excess of receipted expenses must be returned to the Employer. Per diem rate will be advanced in accordance with the federal rate for that city or location.

Section 34.7 Meal Reimbursement

When authorized out of County official business or training for one (1) full shift or more, members will be reimbursed for all proper and reasonable expenses for meals. Such meal expense reimbursement must be supported by receipt.

Article 35. Professional Incentives

A. Bargaining Unit members who have completed three (3) years service shall receive the following incentives:

Education Incentive Per Year, Non-Cumulative

Level of Education	Amount of Incentive
Associates Degree	$300.00
Bachelors Degree	$500.00
Graduate Degree	$700.00

Training Incentive Per Year, Non-Cumulative

Advance Police Training	Amount of Incentive
400 Hours	$300.00
1000 Hours	$600.00
APCO Certificate	$200.00

B. Incentives shall be paid in one lump sum during the first pay period of December of each year.

Article 36. Compensation

Section 36.1 Wage Scale

Effective on the following dates, employees shall receive the wage increases specified as follows:

Dispatcher and Police Secretary/Dispatcher

		9/22/11 2%	9/22/12 2%	9/22/13 2%
Probationary 0-12 months	Hourly Annually	$16.27 $33841.60	$16.60 $34528.00	$16.94 $35235.20

Non Probationary 12+ months	Hourly Annually	$17.80 $37024.00	$18.16 $37772.80	$18.53 $38542.40

Police Officer

		9/22/11 2%	9/22/12 2%	9/22/13 2%
Probationary 0-12 months	Hourly Annually	$17.26 $35900.80	$17.61 $36628.80	$17.97 $37377.60
Non Probationary 12+ months	Hourly Annually	$19.29 $40123.20	$19.68 $40934.40	$20.08 $41.766.40

Sergeant

		9/22/11 2%	9/22/12 2%	9/22/13 2%
	Hourly Annually	$20.50 $42640.00	$20.91 $43492.80	$21.33 $44366.40

The Dispatcher who serves as TAC Officer shall receive an additional thirty-five cents ($0.35) per hour in addition to the hourly wages stated above.

Section 36.2 Longevity

The following longevity pay rates will apply to each employees:

Years of Service	Rate of Longevity
3 – 5 years	15¢ per hour
5 – 7 years	35¢ per hour
7 – 10 years	65¢ per hour
10 – 15 years	$1.00 per hour

In addition, each employee who has completed fifteen (15) years of service shall have added to their longevity, the sum of ten cents (10¢) per hour for each year completed after fifteen (15).

The longevity pay will be in addition to the base rates and will be included in the computation of overtime rates.

Section 36.3 Shift Differential

The following shift differential pay will be added to the pay of each employee working the specified shifts:

Shift Start Time	Differential Pay
3 p.m. to 12 midnight	30¢ per hour
Swing Shift	$1.00 per hour

Section 36.4 Disaster Duty Pay

During a time of City-wide emergency as declared by the Mayor or designee, Bargaining Unit members shall be compensated at two (2) times their regular rate of pay for all hours worked during the City-wide emergency.

Article 37. Mid-Term Bargaining and Dispute Resolutions

The parties to this Agreement may by mutual Agreement elect to bargain an additional issue under the guidelines of ORC § 4117, Collective Bargaining for Ohio Public Sector. However, if the parties reach impasse, they will either mutually agree to move to impasse proceedings under O.R.C. § 4117, or the issue dies.

Article 38. Job Descriptions

The job descriptions of the various positions within the Jackson Police Department shall be as set forth below.

Section 38.1 Sergeant

Definition

Under general supervision of the Assistant Chief, the police sergeant supervises and assigns detail by law enforcement officers and related personnel in crime prevention and law enforcement work; performs related duties as required.

Typical Tasks (illustration only)

Supervises police patrolmen assigned to patrol within the City, to see that they are carrying out their duties in a satisfactory manner; assists patrolmen with questions and difficult problems; arrives at scenes of crimes, accidents and other emergency situations; supervises police patrolmen assigned to traffic enforcement and juvenile work; receives complaints and refers to the proper Unit; officers' reports; supervises such police functions as identification work, police records, license enforcement, equipment servicing, traffic safety talks, and instructions in first aid and the use of firearms; reviews file and general police bulletins interrogates witnesses and prisoners.

Employment Standards (at the time of filing application)

Those eligible to take this examination are: Police patrolmen who have had not less than one (1) year of continuous accredited service as permanent appointees in this class immediately prior to the date of examination.

Possession of a valid State of Ohio motor vehicle operator's license. General knowledge of modern methods of police patrol and of the apprehension and custody of suspects; general knowledge of criminal law, investigation and crime prevention methods; general knowledge of the rules of evidence and of laws governing criminal procedure; general knowledge of modern police identification, interrogation and records methods; general knowledge of the organization, operation, rules and regulations of the police department; ability to plan and supervise the work of subordinates; ability to establish and maintain effective public relations; ability to prepare accurate and comprehensive reports.

Section 38.2 Patrol Officer

Definition

Under immediate supervision of the Sergeant, the police officer is responsible for patrolling an assigned area to prevent the commission of crime and to maintain law and order; and for investigating complaints; performs related tasks as required.

Typical Tasks (illustrative only)

Operates an automobile, motorcycle or walks in patrolling an assigned area for the prevention of crime and the enforcement of laws and regulations; responds to radio messages and appears at scenes of disorder or crime, directs traffic; intervenes in private or public disputes to protect the public and maintain order; appears in court as arresting officer; transports prisoners; investigates complaints, interrogates persons whose actions appear suspicious; reports abandoned or damaged vehicles; serves warrants; investigates and prepares for prosecution cases of criminal offenses involving men, women, and juveniles who have been arrested or detained, or giving or securing social treatment calculated to rehabilitate them, investigates conditions conducive to delinquency; investigates mental cases and those involving missing persons; assists in carrying out court orders with regard to the disposition of men, women, and juveniles; assists in booking, searching and questioning prisoners; escorts prisoners to court, clinic and other places as required; performs any assigned routine police patrolman duty.

Required General Experience and Training (at time of filing application)

Completion of the twelfth school grade. A certificate of high school equivalent (GED) will be accepted in lieu of a diploma. Possession of a valid State of Ohio motor vehicle operator's license.

Desirable Knowledge, Skills and Abilities

Ability to understand departmental policies, rules, instructions, laws, regulations, and police literature, together with an aptitude for law and reasonable course of action; ability to write clear and accurate reports; ability to understand and follow oral directions, ability to operate and provide ordinary care of motor vehicles, and to use small fire-arms; keen

power of observation and ability to remember names, faces and details of incidents; physical agility; ability to meet current weight, height and physical standards established by the Chief of Police.

Section 38.3 Radio Dispatcher

Definition

Under general supervision of the Chief of Police and under the immediate supervision of the shift supervisor is responsible for receiving incoming telephone calls and dispatching by radio, proper personnel to a required area. Accepts bail bonds, is a certified notary public, and performs other duties related to this classification, and performs related tasks as required.

Typical Tasks (illustrative only)

Takes incoming telephone calls requesting assistance and information; operates radio and dispatches radio-equipped vehicles to various City locations; logs and records calls received and vehicles dispatched; dispatches to mobile units information on registrations, drivers' licenses, stolen vehicles and wanted persons; operates a teletype machine in order to communicate with the National Crime Information Center computer; does clerical duties such as preparing reports and typing affidavits. Must be certified by BCI on Leads system.

Distinguishing Characteristics

This is a fully skilled classification.

Requires General Experience and Training (at time of filing application)

Completion of the twelfth school grade. A certificate of high school equivalence (GED) will be accepted in lieu of the twelfth grade completion requirements. Possession of a valid State of Ohio Motor Vehicle operator's license.

Desirable Knowledge Skills and Abilities

Must become certified and maintain certification as a notary public; some knowledge of the street systems of Jackson; ability to communicate distinctly; ability to carry out oral and/or written instruction; clerical aptitude; ability to develop and maintain effective working relationships with associates; ability to speak effectively and to deal tactfully with public; ability to write clear and accurate reports.

Section 38.4 Secretary/Dispatcher

Definition

Under the supervision of the Chief of Police, the police secretary is responsible for all secretarial duties.

Typical Tasks (illustrative only)

Is responsible for typing all required reports, all correspondence, arrests records, case files. Filing and ordering supplies and performs all other duties assigned by the Chief of Police.

Distinguishing Characteristics

This is a fully skilled classification.

Required General Experience and Training (at time of filing application)

Completion of the twelfth school grade, possession of a valid State of Motor Vehicle operator's license.

Desirable Knowledge Skills and Abilities

Must become certified and maintain certification as a notary public. Knowledgeable of office operation and filing, typing and bookkeeping. Ability to communicate distinctly. Ability to carry out oral and/or written instructions. Ability to develop and maintain effective working relationships with associates. Some knowledge of street systems of Jackson. Ability to speak effectively and to deal tactfully with the public.

Additional Duties

This position will also have occasional duties as a Radio Dispatcher as described in the duties for that position

Article 39. Duration

This Agreement shall become effective on September 22, 2011 and shall terminate at the end of September 21, 2014 unless extended by mutual Agreement of the parties. Effective September 22, 2011, the Compensation Article as well as other Articles shall remain in full effect until a successor contract is negotiated in accordance with the Ohio Revised Code.

Execution

Signed this 21st day of September, 2011.

For Teamsters Local 637:

By: John Sheff

Title: Secretary-Treasurer

For the City of Jackson:

By: William R. Steward Jr

Title: DIRECTOR OF PUBLIC SERVICE/SAFETY
CITY OF JACKSON, OHIO

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