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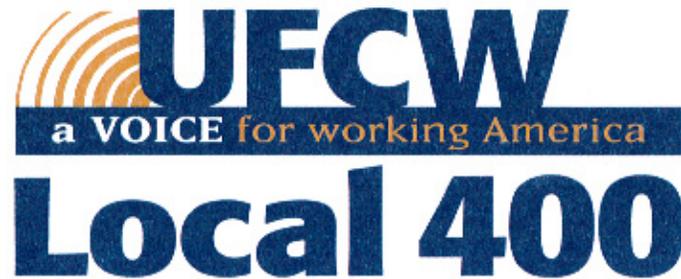
AGREEMENT

THIS AGREEMENT, MADE BY AND BETWEEN

LOCAL 400

Chartered by the

United Food & Commercial Workers International Union



AND

BELPRE POLICE DEPARTMENT

Effective: September 16, 2011

Expiration: October 31, 2013

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PREAMBLE

This Agreement, entered into by and between the City of Belpre, hereinafter referred to as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 400, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 **MANAGEMENT'S RIGHTS**

Section 1.1. Except to the extent expressly modified by the provisions of this Agreement, management reserves and retains solely and exclusively all of its legal rights to manage the operations of the Police Department of the City of Belpre, Ohio. The rights of Management shall include, but are not limited to;

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions of or programs of public employer, standards of service, its overall budget, utilization of technology, and organizational structures.
2. Direct, supervise, evaluate or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

Nothing herein shall prevent employees from presenting their grievances in accordance with the provisions of the grievance procedure article.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the United Food and Commercial Workers Union, Local 400, as the sole and exclusive bargaining agent for all employees of the Belpre Police Department as certified by the Ohio State Employment Relations Board in the following bargaining units:

- | | |
|--------|---|
| Unit 1 | All Patrol Officers and Detectives (Investigator)
(85-RC-12-4771) amended 2001 REP-09-0223 |
| Unit 2 | All Dispatchers, and the Administrative Clerk
(85-RC-12-4772) amended 2001 REP-09-0224 |
| Unit 3 | All Sergeants
(85-RC-12-4774) amended 2001 REP-09-0222 |

Section 2.2. Exclusions: All positions or classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. New Positions or Classifications: Whenever newly created positions or classifications are established, the inclusion or exclusion of the classification or position in the bargaining unit shall be determined by the Ohio Collective Bargaining Law.

Section 2.4. In the event that the positions or classifications stated above are re-titled they shall be specifically included in this article.

Section 2.5. The position of the Administrative Clerk is a promotional opportunity for members of Unit 2, and will be posted for bid and filled in accordance with applicable provisions of this Agreement.

ARTICLE 3
UNION SECURITY

Section 3.1. Union membership shall be open to all officers and dispatchers in the bargaining unit hired prior to certification or thereafter, and to those employees in classifications established after certification which are agreed upon to be part of the bargaining unit. Employees not desiring Union membership shall pay a Fair Share Fee in accordance with the Ohio Collective Bargaining Law and SERB. This fair share fee shall be in accordance with all other state and federal laws.

Section 3.2. The Union shall maintain on file, available to all employees, to the Employer and to SERB, copies of its procedures for determining this fair share fee. The Union agrees to be responsible for making any modifications in this procedure which are mandated by future changes in state or federal laws.

Section 3.3. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union.

Section 3.4. Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names, addresses and social security numbers of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction.

Section 3.5. Both the Employer and the Union intend that this section be lawful in every respect. If any Court of last resort determines any provision of the section is illegal, that provision, alone, shall be void. Invalidation of any provision of this section does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

ARTICLE 4 **VOLUNTARY CHECKOFF OF UNION DUES**

Section 4.1. The City of Belpre shall for the term of this Agreement, deduct union dues and initiation fees from the pay earned each week by employees who are members of the Union and have individually and voluntarily certified in writing authorization for such deductions, and remit such deduction, along with a list of names and social security numbers for whom deductions were made, to UFCW, Local 400, on a monthly basis. The Employer shall remit all sums deducted in this manner to the union office by the end of the month in which deducted.

Section 4.2. The Union shall indemnify and save the City harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of and by reason of any action taken by the City for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the United Food and Commercial Workers, Local 400.

Section 4.3. The Employer shall be relieved from making individual dues deductions upon an employee's: 1) termination of employment; 2) transfer to a job outside the bargaining unit; 3) layoff from work; 4) taking an unpaid leave of absence; 5) written revocation of the checkoff authorization by the employee; 6) resignation from the union.

Section 4.3.1. If circumstances arise where the Union is entitled to a dues payment from a member under any of the previous six conditions, the Union shall so notify the Employer in writing. The Union shall indemnify and save the City harmless from any liability arising from the Employer's deduction of dues pursuant to such notice.

Section 4.4. Active Ballot Dues Deduction: The employer hereby agrees to make payroll deductions, for those employees, who do authorize in writing, for the United Food and

Commercial Workers International Union Active Ballot Club. The employer shall forward such payroll deductions to the union on a bi-weekly basis, indicating the employees' name and amount deducted for each employee.

Section 4.5. Credit Union: The employer agrees to deduct from the employees earnings each payroll period, including vacation pay, the amount specified by an employee on the AFL-CIO Employees Federal Credit Union written authorization for payroll deduction form. Payroll deductions will commence with the payroll period following receipt of an employees written authorization for AFL-CIO Employees Federal Credit Union Payroll Deductions. The employer shall forward such payroll deductions to the AFL-CIO Employees Federal Credit Union on a bi-weekly basis, indicating the employees name and the amount deducted for each employee.

ARTICLE 5

GRIEVANCES AND ARBITRATION

Section 5.1. A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of the Agreement. A grievance shall be presented within ten (10) administrative work days after the date of its occurrence or after the date on which the condition causing the disagreement becomes known to the affected employee or the Union, whichever is later. In no event, however, may a grievance be filed more than thirty (30) days following the date of the occurrence from which the grievance arose. This thirty (30) day limit is designed to accommodate employees who were on leave status including vacation, at the time of the occurrence. An employee returning from leave has ten (10) administrative work days to file a grievance over an occurrence during the term of his leave, provided the thirty (30) day limit is not exhausted. For purposes of this Article, the Union shall be defined as the President and Business Agent of Local 400, or his designee.

Section 5.2. Grievances or disputes which may arise between the parties shall be settled in the following manner:

Prior to submitting a grievance in writing to the formal procedure, an employee should discuss the dispute with his supervisor in an attempt to reach resolution, however, it is the employee's responsibility to protect the time limits in which to file a formal written grievance at Step 1.

Step 1. The Union Steward, with the complaining employee, shall present the grievances or dispute in writing to the Chief of Police within ten (10) administrative work days after the date of its occurrence or the date on which the condition causing the disagreement becomes known to the Union, but under no circumstances longer than thirty (30) days following the date of the occurrence. This thirty (30) day limit is designed to accommodate employees who were on leave status including vacation, at the time of the occurrence. An employee returning from leave has ten (10) administrative work days to file a grievance over an occurrence during the term of his leave, provided the thirty (30) day limit is not exhausted. All written grievances should contain the following information:

A. Aggrieved employee's name

- B. Aggrieved employee's classification
- C. Date grievance is being filed in writing
- D. Date and time grievance occurred
- E. Description of incident giving rise to the grievance
- F. Articles and sections of Agreement violated
- G. Resolution requested

The Chief shall attempt to adjust the matter and shall respond to the Union Steward within five (5) administrative work days.

Step 2. If after the grievance has been presented to the Chief of Police the grievance has not been satisfactorily resolved, the Union Steward and the complaining employee shall, within five (5) administrative work days after Step 1 is completed, file a written appeal with the Safety Service Director, with copies to the Chief of Police, on standard Union grievance form for this purpose. The Safety Service Director and the Union Representative shall establish a time and date for an appeal hearing, and shall so notify the Union representative or Steward, the employee and Chief of Police. The Safety Service Director shall issue his decision in writing within five (5) administrative work days after the hearing.

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) administrative work days after the reply of the Safety Service Director by written notice to the other, request arbitration.

Section 5.3. Should the Employer not respond at any step of the procedure within the prescribed time, the relief requested will be considered granted unless the time limits herein specified are extended by mutual consent. Any grievance not appealed from an answer at any step of the grievance procedure to the next step of the grievance procedure within the number of days specified without good cause shown, shall be considered settled on the basis of the last answer and not subject to further review, unless the time limits herein specified are extended by mutual consent.

Section 5.4. Nothing in this Agreement shall in any way limit the right of any employee to utilize any procedure or seek any remedy pursuant to any state or federal law or regulation.

Section 5.5. Any complaining employee or Union Representative may withdraw a grievance at any point by submitting in writing a statement to that effect, unless the grievance is pursued to preserve the integrity of the contract.

Section 5.6. If arbitration is requested by either party following Step 2 of the grievance procedure outlined in Section 5.2 above, then the party requesting the arbitration shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) Arbitrators.

Upon receipt of the arbitrator's list, the parties shall use the alternative strike method. Each party shall have the option to reject the list of names provided by FMCS and request a second list.

Section 5.7. The arbitrator shall limit his decision strictly to the interpretations, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement in arriving at his determination on any issue presented that is proper within the limitation expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him.

The arbitrator shall be without authority to recommend any relief on an alleged grievance occurring at any time other than the contract period. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the occurrence of the grievance or the date on which the condition causing the grievance became known to the Union.

Once an arbitration date has been scheduled and agreed to, it may only be changed by the approval of both parties. Reasonable requests for changes shall be permitted.

The decision of the arbitrator shall be binding upon the parties.

Any cost involved in obtaining the list of arbitrators shall be paid equally by the Employer and by the Union. All costs directly related to the services of the arbitrator shall be paid equally by the Employer and by the Union.

Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 5.8. Nothing required in this formal grievance procedure shall be construed as limiting the privilege of any employee covered hereunder having a complaint or problem to discuss the matter informally with any appropriate representative of management and having such matter adjusted without intervention and/or consultation of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. Such informal agreement may be subject to Union investigation to ascertain that the decisions reached are not in violation of the Agreement.

Employees may be represented at any level of the grievance procedure only by representatives of the Union, not by private counsel;

ARTICLE 6
UNION STEWARDS, REPRESENTATION AND ACTIVITIES

Section 6.1. The Employer agrees to recognize two (2) stewards for the purpose of conducting Union business pursuant to this Article.

Section 6.2. The Employer recognizes and shall deal with the accredited Union Stewards and United Food and Commercial Workers Union representatives in all matters relating to grievances and the interpretation of this Agreement.

Section 6.3. A written notification containing the name of the Chief Steward and the Assistant Steward shall be furnished to the Employer immediately after designation and the Union shall notify the Employer promptly of any changes of such Chief Steward and Assistant.

Section 6.4. The Chief Steward or at the Chief Steward's request the Assistant Steward shall upon appropriate notice to, and upon receipt of permission from the Chief of the Police Department or his designate, (which permission shall not be unreasonably withheld) shall be entitled to leave during time that he is otherwise scheduled on duty (provided that it does not interfere with his assigned duties; or situations that may arise while he is engaged in union functions), to perform functions substantially related to the representation of the bargaining unit, in the administration of this agreement, including the processing of grievances or concerns there under. Such time shall be granted with full pay and without loss of seniority, accrual or other benefits, The Employer maintains the right to schedule such activities so as to minimally impact its operations.

Section 6.4A. The writing of grievances shall be on non-duty time. The investigation and processing of grievances may be on duty time, provided that it does not interfere with Steward's and employee's assigned duties, or the Employer's operation.

Section 6.5. The Chief Steward and his assistant shall be entitled to leave of one (1) day each calendar year, without pay, for Shop Steward training and education. The Union must notify the Employer at least thirty (30) days in advance thereof to allow for adequate scheduling within the department. For purposes of this section, Union is defined as the President/Business Agent of Local 400.

Section 6.6. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union Stewards or other Union Representatives (provided it not interferes with their assigned duties) of Local 400 shall be allowed to:

1. Post Union notices;
2. Distribute Union literature;
3. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representatives.

4. Consult with the Employer, its representative, Local Union officers, or other Union Representatives concerning the enforcement of any provisions of this Agreement.

Section 6.7. Leave of absence without pay, shall be granted to attend and serve as delegates to conventions and organization conferences related to their Union, not to exceed five (5) days annually or more than two (2) officers. Not more than one (1) officer from the same shift or work area may be on leave at the same time. The employee desiring to attend such conferences shall give notice to the Chief of Police thirty (30) days prior to the time off.

Section 6.8. Union Visitation: The Employer agrees that accredited representatives of the United Food and Commercial Workers Union, Local 400, whether Local Union Representatives, Regional Representative or International Representatives, not exceeding more than two (2), shall be admitted to non-secured work areas of the City facilities during working hours to conduct Union business, as long as such visits will not interfere with the normal City functions. The Union Representatives will notify the Chief of Police or the Safety Services Director upon their arrival.

ARTICLE 7

UNION BULLETIN BOARDS

Section 7.1. The City shall furnish a bulletin board to be placed in the Dispatch room where it will be out of the view of the general public. The minimum size of the bulletin board shall be two (2) feet by four (4) feet.

Section 7.2. The Union will be responsible for posting and maintaining the bulletin board. Material will be authorized for posting only when it contains the signature of the Chief Steward or an official of United Food and Commercial Workers Union, Local 400.

Section 7.3. Posted materials shall not contain any personal attacks upon any bargaining or non-bargaining unit employee, the Employer, or any of its agents or administrators.

Section 7.4. No Union-related materials of any type can be posted except on the designated Union bulletin board or employees' personal vehicles, except as otherwise may be expressly permitted by the Employer.

ARTICLE 8

WORK RULES

Section 8.1. The City may establish reasonable work rules which do not conflict with any express provisions of this Agreement.

Section 8.2. Except in emergency situations, work rules shall be distributed or posted at least ten (10) work days in advance of their effective date; also a copy shall be furnished to the Union. For purposes of this provision, Union is defined as President/Business Agent for Local 400, and/or his designee.

Section 8.3. All work rules or practices governing terms and conditions of employment shall be subject to the grievance procedure should the employee or the Union believe that they are in conflict with any provisions of this Agreements, or are applied in a discriminatory manner.

Section 8.4. Copies of work rules will be made available in the Police Department headquarters.

ARTICLE 9
PROBATIONARY PERIOD

Section 9.1. During the first twelve (12) months of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer with no recourse to the grievance procedure. Police Officers promoted to the rank of Sergeant, and Dispatchers promoted to the position of Administrative Clerk, shall serve a promotional probationary period of one hundred eighty (180) calendar days. A promoted employee whose performance is unsatisfactory shall be returned to his/her former position at the appropriate rate of pay, and will be given seniority credit as if he/she had remained in that position. Any employee who is absent more than five (5) work days due to illness or injury during a probationary period may have his/her probation extended by the length of the absence, at the discretion of the Police Chief and Safety Service Director.

ARTICLE 10
NO STRIKES OR LOCKOUTS

Section 10.1. The Union agrees that during the term of this Agreement, it will not authorize or condone any strikes, slowdowns, or work stoppages. The Employer agrees that there will be no lockouts.

ARTICLE 11
SENIORITY

Section 11.1. Definition: Departmental seniority means an employee's length of continuous service with the Police Department since his/her last date of hire. Classification/Rank seniority means the length of continuous service in the employee's current classification.

Section 11.2. Seniority Lists: The Employer shall furnish a seniority list to the Union upon request, but no more frequent than every six months unless there are changes in the seniority list.

Section 11.3. Loss or Termination of Seniority: All types of seniority shall terminate:

1. If an employee quits;
2. If an employee retires;
3. If an employee is discharged for just cause and not reinstated;

4. If an employee is laid off for a period of more than twelve (12) consecutive months;
5. If an employee exceeds an approved leave of absence unless an extension is granted before the initial leave expires;
6. If an employee fails to honor a recall from layoff notice in accordance with the article on layoff and recall;
7. If an employee is a "no call-no show" for three (3) consecutive working days, except where an employee is entirely unable to report off work.

Section 11.4. Promotions: Shall be granted in accordance with Ohio Revised Code Sections dealing with promotions in Municipal Police Departments. Officers receiving promotions shall serve the probationary period mentioned in Article 10 Probationary Period.

Section 11.5. There shall be no reduction from continuous service for any time loss which does not constitute a break from continuous service.

ARTICLE 12 **DISCIPLINE**

Section 12.1. No employee shall be dismissed, demoted, reprimanded, suspended, or any disciplinary action be taken without just cause. Any such action by the Employer shall be subject to the grievance and arbitration provision of this Agreement.

Section 12.2. The Union shall have the right to process a discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with the procedure through the arbitration step if deemed necessary to either party.

Section 12.3. Any employee found to be unjustly demoted, suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. If however, a lesser than the whole penalty is agreed to by the City, the Union and the employee involved, then the agreement shall be binding.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1 The Employer will notify all affected employees in the bargaining unit as well as the Union at least fourteen (14) calendar days in advance of any layoff.

Section 13.2. Within the affected classification, the following order of reduction in force shall occur:

1. All probationary employees;

2. Thereafter, further reduction shall be made in inverse order of classification/rank seniority.
3. Within the Sergeant classification, the employee with the least classification/rank seniority shall be laid off. He/she shall be returned to the rank of Patrol Officer with full seniority rights.

Section 13.3. Employees shall be recalled to the classification in which they were laid off in the order of their classification seniority. No new employees shall be hired into a classification until such time as all laid off employees including employees on medical leave having recall rights have exhausted them.

Section 13.4. Employees who are not on medical leave and are laid off shall have recall rights of one (1) year from the effective date of the lay off. Written notice of recall shall be sent to the employee's last known address by certified mail. The City shall also deliver a copy of the recall notice to the Union Steward. Failure of an employee to contact the Employer within ten (10) days of receipt of the notice or fourteen (14) days from the date the notice was sent, whichever comes first, shall constitute a forfeiture of an employee's right to recall.

Section 13.5. Employees displaced by a layoff shall be entitled to any wages due them for service prior to the effective date of the layoff. In addition, at the conclusion of the one (1) year recall period, or at a time when an employee resigns and requests to be removed from any applicable recall lists, laid off employees shall be entitled to any severance pay, vacation pay, personal days, or accumulated sick leave pay due them. In addition, the City shall carry health insurance for the balance of the current month plus two full calendar months.

Section 13.6. New or Temporary Job Openings:

- A. Temporary job openings are defined as job vacancies that may periodically develop in any job classification that will not exceed thirty (30) consecutive days. Job openings that recur on regular basis and/or that remain open more than thirty (30) consecutive days at a time shall not be considered temporary job openings, provided the Employer is moving to permanently fill said position through the Civil Service Commission.
- B. No officer shall be involuntarily assigned to a temporary position or a lower position at a lower rate of pay.
- C. Members of the Reserve Police Force shall not be used in any way which would cause the layoff of or denial to overtime opportunities for bargaining unit personnel. However, Reserve Police Force may be used in addition to bargaining unit personnel in emergency situations, and/or when they are already on duty at the time a need arises.

ARTICLE 14
HOLIDAYS

Section 14.1. Holidays Recognized and Observed:

The following days shall be recognized and observed as paid holidays:

- New Years Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day & Day After
- Christmas Day

Section 14.2. Any employee in the bargaining unit who shall work between the hours of 12:01 A. M. to 11:59 P. M. on Easter Sunday shall be paid at the rate of time and one-half (1 1/2) for the time worked during these hours.

Section 14.3. Each member shall be granted four (4) paid leave days per year one (1) of which shall be their birthday. Members shall notify their supervisor at least seven (7) calendar days in advance of the scheduled leave day in order to provide for proper scheduling, except in case of emergencies.

Section 14.4. In order to be paid for a holiday, employees must work their entire shift on the regularly scheduled days before and after a holiday, except when an employee is legitimately ill on a regularly scheduled day occurring immediately before and/or after a holiday and if that employee provides written documentation on a one (1) page form provided by the City of a legitimate illness, signed by a licensed physician and accompanied by a receipt for a physician's fee for health care services rendered by the physician to said employee. If the City has reasonable doubt concerning the legitimacy of said illness, the City may directly contact the employee's physician to personally verify the illness. Individuals on vacation, sick leave or other approved leave of absence with pay will be paid for any holidays occurring during their absence, and will not be charged for vacation or sick leave.

ARTICLE 15
VACATIONS

Sections 15.1A and B will remain in effect only until the first full pay period in January 2012. These two sections will have no further force and effect after the first full pay period in January 2012 and will be removed during the next successor negotiations.

Section 15.1. A. Bargaining unit employees hired prior to September 1, 1995 shall earn and accrue vacation leave according to their number of completed months of service with the Employer. Vacation leave shall be accrued at the following rates per bi-weekly pay period:

<u>Service Time</u>	<u>Accrual Rate</u>	<u>Annual Entitlement</u>
12 mos. to 59 mos.	3.1 hours	80 hours
60 mos. to 119 mos.	4.6 hours	120 hours
120 mos. to 179 mos.	6.2 hours	160 hours
180 mos. or more	7.7 hours	200 hours

Vacation credit accrues while on vacation, paid military leave and sick leave (including time covered by an employee's sick leave while awaiting Workers' Compensation payment). No vacation credit is earned while an employee is in no pay status or on Workers' Compensation. Prorated vacation is given for any part of a pay period. Eighty (80) hours of vacation credit is added at the completion of twelve (12) months of service. Forty (40) hours vacation credit is added at the completion of sixty (60), one hundred twenty (120), and one hundred eighty (180) months of service, in addition to the increased rate of accrual.

Section 15.1. B. All bargaining unit employees hired after September 1, 1995 shall earn and accrue vacation leave according to their number of completed months of service with the Employer. Vacation leave shall be accrued at the following rate per bi-weekly pay period.

<u>Service Time</u>	<u>Accrual Rate</u>	<u>Annual Entitlement</u>
12 mos. to 95 mos.	3.1 hours	80 hours
96 mos. to 179 mos.	4.6 hours	120 hours
180 mos. or more	6.2 hours	160 hours

Vacation credit accrues while on vacation, paid military leave and sick leave (including time covered by an employee's sick leave while awaiting Workers' Compensation payment). No vacation credit is earned while an employee is in no pay status or on Workers' Compensation. Prorated vacation is given for any part of a pay period. Eighty (80) hours of vacation credit is added at the completion of twelve (12) months of service. Forty (40) hours vacation credit is added at the completion of ninety-six (96) and one hundred eighty (180) months of service, in addition to the increased rate of accrual.

Sections 15.2A and B will become effective the first full pay period in January 2012.

Section 15.2. A. On the first full pay period of January each year, bargaining unit employees hired prior to September 1, 1995 will be credited yearly vacation leave according to the following schedule:

<u>Service Time</u>	<u>Annual Credit</u>
12 mos. to 59 mos.	80 hours
60 mos. to 119 mos.	120 hours
120 mos. to 179 mos.	160 hours
180 mos. or more	200 hours

Employees who are in no pay status for any reason or who are off work on Workers' Compensation will be credited a prorated amount of vacation based upon their hours in active

paid status. Employees who are in no pay status or who are off work on Workers' Compensation on the first full pay period of January each year will not be credited vacation leave until their return to work. Prorated vacation will be given for any part of a pay period.

Eighty (80) hours of vacation credit is added at the completion of twelve (12) months of service. Forty (40) hours vacation credit is added at the completion of sixty (60), one hundred twenty (120), and one hundred eighty (180) months of service, in addition to the increased rate.

Section 15.2. B. On the first full pay period of January each year, bargaining unit employees hired after September 1, 1995 will be credited yearly vacation leave according to the following schedule:

<u>Service Time</u>	<u>Annual Credit</u>
12 mos. to 95 mos.	80 hours
96 mos. to 179 mos.	120 hours
180 mos. or more	160 hours

Employees who are in no pay status for any reason or who are off work on Workers' Compensation will be credited a prorated amount of vacation based upon their hours in active paid status. Employees who are in no pay status or who are off work on Workers' Compensation on the first full pay period of January each year will not be credited vacation leave until their return to work. Prorated vacation will be given for any part of a pay period.

Section 15.3. Vacation leave may be used as the employee chooses for personal business provided no less than seven (7) days notice is given to the Chief of Police. Leave shall be no less than one (1) day for personal business.

Section 15.4. Vacation Pay: The rate of vacation pay shall be the employee's regular rate of pay in effect for the employee's regular job. Employees shall receive their vacation pay no later than Friday preceding the start of their vacation provided they make a verbal request to the Auditor's Office seven (7) days in advance, except when the regular pay day occurs on the last day of the month, and as long as the payroll system can accommodate the request.

Section 15.5. Vacation Rights in Case of Separation: Upon permanent separation of employment, employees will be permitted to cash out a pro-rated amount of any remaining vacation balance. Should the employee's vacation balance, following proration, be less than zero, the employee will be responsible for the deficit balance, including reduction of other appropriate leave banks.

Section 15.6. Choice of Vacation Period: Vacations shall be granted at the time requested by the employee if the workload and scheduling permits. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice.

Section 15.7. Vacation calendars will be started around no later than November 15th and completed by December 31st. The employee with the greatest seniority shall have the vacation

calendar first and shall mark down their first choice. It will then pass to the next employee by seniority within three days etc. down the seniority line until all employees have marked down their selection. The procedure shall continue until all employees have taken vacation periods they desire to reserve. Vacation periods selected in this manner may not be bumped.

An employee shall select at least two thirds of his vacation time at the Nov. 15th to Dec. 31st sign-up period, and no employee shall reserve more than two (2) work weeks during June, July and August at that time. At completion of this process, the vacation calendar shall be approved by January 15th and kept on file. Thereafter, all vacation will be chosen on a first come, first served basis. Subsequent vacation requests shall be approved or rejected within forty-eight (48) hours of the request. Employees shall be required to take vacation time as scheduled. Cancellations of scheduled vacation may only be granted at the sole discretion of the Safety Services Director or the Police Chief. A vacation period will not be approved in increments of less than 8 hours.

Section 15.8. Vacation Carry Over: Effective January 1, 2013, except in unusual circumstances, as determined by the affected employee's appointing authority, vacation leave shall be taken in the year following its credit or it shall be lost. In no event shall any employee be permitted to carry-over more than forty hours of vacation leave into the next year. For purposes of this provision, "year" means calendar year.

Section 15.9. Working Vacation Period: Employees of the bargaining unit shall not be permitted to work and be compensated for vacation time unless agreed to by their appointing authority and approved by the finance office. Any employee who is required to and does work in an emergency during his vacation period shall be paid at a rate of two and one-half (2 ½) times his regular rate for all hours worked. Payment of this premium shall cause these hours to be deducted from earned vacation.

Section 15.10. Non-refundable room reservation cost incurred by an employee due to a rescheduling of a vacation at the City's request, where non sufficient time was given to cancel reservations, will be reimbursed by the City upon proper documentation.

ARTICLE 16 **JURY DUTY**

Section 16.1 Any employee called for jury duty shall be reimbursed the difference between the payments received as a juror and his regular salary. Such leave shall not be deducted from any other leave earned by the employee.

ARTICLE 17 **FUNERAL LEAVE**

Section 17.1. Paid leave will be given for a maximum of three (3) days for a death in an employee's immediate family. The immediate family as defined for funeral leave is parents, step parent or legal guardian, spouse, children, stepchildren, sister or brother, mother - or father-in-law, son or daughter-in-law, grandparents or grandchildren.

Section 17.2. To receive funeral pay, the employee must be scheduled to work during the three-day period, and he must attend the funeral of the deceased. Funeral leave will not be taken from an employee's accumulated sick leave hours.

Section 17.3. In the event an employee's brother-in-law, sister-in-law, aunt or uncle dies, the employee will be permitted to take one (1) day of funeral leave to attend the funeral.

ARTICLE 18 **SICK LEAVE**

Section 18.1. All full-time bargaining unit employees shall earn 3.1 hours of sick leave for each completed bi-weekly pay period. Sick leave earnings are pro-rated for any period in which the employee is in no-pay status. Sick leave is accumulative without limit. The sick leave policy as defined in the personnel handbook shall govern the use of sick leave.

Section 18.2. After an employee has used forty (40) hours of sick leave in a calendar year, which sick leave has not been verified by a licensed physician, the first eight (8) hours of sick leave for each subsequent occurrence will be unpaid, unless:

- A. The employee or a member of the employee's immediate family is hospitalized. Immediate family is defined as parents, step parents or legal guardian, spouse, children, step children, sister or brother, mother- or father-in-law, son or daughter-in-law, grandparents or grandchildren.
- B. A licensed medical physician certifies in writing that the employee is ill or injured to the extent that the employee cannot properly perform his duties as an employee; or
- C. A licensed medical physician certifies in writing that a member of the employee's immediate family is ill or injured to the extent that the employee must provide care for the family member.
The length of time and use of sick leave under Section (c) above must be approved by the Chief of Police and is based upon individual circumstances.
- D. In the event that an employee who has already used forty (40) hours of sick leave in a calendar year becomes ill or is injured while on duty, that employee may leave work and still be granted sick leave for the balance of his or her shift without hospitalization or a written physician's certificate, if that employee receives permission from the duty officer to leave work for the balance of his or her shift.
- E. It is further understood that sick leave is to be used for legitimate illnesses or injuries, and the Employer may discipline employees who abuse sick leave.

Section 18.3. Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- A. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has a 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor [in writing], the member may adjust work hours to make up for the time at the appointment and avoid the need to use any sick leave.)
 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave. (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his or her shift and only be charged sick leave for the actual time used to complete the appointment.)
- B. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.

Section 18.4. Whenever an employee signs up for overtime, and then calls off or goes home sick, the time not worked will be deducted from his/her sick leave balance and shall be unpaid.

Section 18.5. An employee on sick leave shall inform the dispatcher on duty of the fact and reason prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee.

Section 18.6. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hour.

Section 18.7. The day an employee returns to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled workweek.

Section 18.8. An employee with ten (10) or more years of service with the City who retires from the City under one (1) of the Ohio retirement systems, shall be paid for twenty-five percent (25%) of the value of his accrued but unused sick leave, up to a maximum payment of two hundred forty (240) hours. Payment shall be based upon the employee's rate of pay at the time of retirement. Effective upon implementation of this Agreement, conversion of sick leave to vacation leave shall be eliminated.

Section 18.9. Sick leave which abuts vacation leave must be verified by a physician's statement or it will be unpaid and the employee subject to discipline.

ARTICLE 19 **LEAVES OF ABSENCE**

Section 19.1. Any employee may, upon application, be granted a leave of absence without pay not to exceed one (1) year for valid purposes. Said leave shall be applied for in writing and, if approved, will be granted in writing. However, in no case shall leave be granted to any employee for the purpose of accepting other employment.

Section 19.2. Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on leave of absence granted under this provision of this Agreement, employees shall be returned to the classification they held at the time the leave of absence was requested at their former rate of pay and rank plus any wage increases which have been implemented while the employee was on leave. If a reduction of the number within their classification has occurred while on leave, seniority would be the determining factor to retain said classification.

Section 19.3. An employee shall be granted a pregnancy leave of absence to commence upon written recommendation by her physician. The beginning date, length of, and ending date of such leave shall be guided by the written request of the attending physician.

ARTICLE 20 **OVERTIME**

Section 20.1. All hours actually worked in excess of eight (8) hours in one (1) tour of duty or forty (40) hours in one (1) workweek shall be paid at one and one-half (1 1/2) times the employee's regular straight time hourly rate. Overtime shall be paid on either the day or the week which ever is the greater but not on both. There shall be no pyramiding of any overtime or premium pay. Paid time off of any kind will not be considered as hours actually worked.

The workweek shall be computed between 12:01 am on Sunday of each calendar week and 12:00 midnight the following Saturday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.

Section 20.2. Call Out Pay: "Call-out" occurs when the Police Chief (or his designated official) specifically request an employee return to work after completion of his regular schedule.

An employee who is called out to work at a time that is not within one (1) hour of his regular shift or on his day off shall receive call-out pay at one and one-half (1 1/2) times his regular hourly rate for a minimum of three (3) hours or the total hours worked, which ever is greater.

Call-out time begins when the employee arrives at the work site and ends when he leaves after performing the assigned call-out duty as well as any other work assigned to the employee during the call-out period. An employee called back out again during the initial three (3) hour period

shall not be eligible for additional compensation. Court appearances are not included in the call-out provisions.

Section 20.3. Court Time: For each appearance, while off duty, employees shall be paid at the appropriate hourly rate for the actual hours at court but no less than two (2) hours for such appearance.

Section 20.4. Standby Pay: If an officer is called on standby he will be paid time and one-half (1½) for all hours on standby with a one (1) hour minimum.

Should the officer be called out from standby he shall be entitled to the three (3) hours call-out pay at the time and one-half (1½) rate.

Section 20.5. Overtime will be offered by seniority to the employee who is available and can perform the work. Non-bargaining unit employees shall not perform overtime when a qualified bargaining unit employee is available and willing to perform the work that is needed. This provision does not prevent the Police Chief from assisting or responding to calls during his regular working hours.

Section 20.6. There shall be no discrimination against any member who declines to work overtime. Where there are no volunteers the least senior qualified full-time employees who normally performs the work that is being assigned shall be required to perform the duty.

Section 20.7. No member shall be permitted to work more than twelve (12) consecutive hours unless there occurs a major civil emergency, natural disaster or unusual circumstances which the Police Chief feels requires more than twelve (12) consecutive hours of work. If the officer is in the middle of an investigation, or duty which the Shift Commander with the approval of the Chief or Administrative Sergeant should determine could be life threatening, or would impair an investigation it shall be their option to determine when it is safe to release an employee.

Section 20.8. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of sixty (60) hours at any given time. In the event an employee accumulates sixty (60) hours of compensatory time, then any future overtime hours of work shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested;

- D. Requests for compensatory time off of up to sixteen (16) hours in conjunction with a full work week vacation request shall be honored;
- E. Compensatory time balances shall be paid out to employees in the last pay of December of each year. No compensatory time may be accumulated or taken during the month of December;
- F. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.

Section 20.9. Except when necessitated by shift rotation, no employee shall be required to return to work unless a minimum of twelve (12) hours has elapsed since the end of his last scheduled tour of duty. Any duty performed prior to twelve (12) hours of elapsed time between shifts shall be paid at a rate of one and one-half (1½) times the employee's regular hourly rate.

Section 20.10. Posting of Overtime Schedules:

Section 20.10.1. Vacation Overtime: The monthly duty schedule will be put on the bulletin board reflecting the days of overtime available for the month due to vacation and personal holidays ten (10) days prior to its taking effect. At this time, the overtime may be signed for according to seniority. After the closing date that will be stated on the schedule, there will be no bumping rights. If the shift is to be split, then it will have to be by the dispatchers on both ends of the overtime scheduled, otherwise the overtime must be worked in eight (8) hour increments. If all the overtime has not been signed for by the deadline, then it shall be assigned by the administrative officer making up the schedule. Any vacation canceled must be done within seven (7) days of shift/shifts.

Section 20.10.2. Unscheduled Overtime: Upon a dispatcher reporting off due to illness and etc., the following shall apply: The on-duty supervisor will inquire of the on-duty dispatcher and the next on-coming dispatcher in order to determine if the overtime can be split so as not to disturb the dispatcher on his/her time off. If neither wishes to split the overtime, then the on-duty supervisor will attempt to contact the dispatcher on their time off to see if they desire to work the overtime. If this dispatcher turns down the overtime, then the on-duty supervisor will make a decision in the following manner: If the youngest or least senior member of the dispatching staff is on his/her day off, then he/she will be ordered out to work. However, if the least senior member is a dispatcher that's already working or will be an oncoming dispatcher, the shift will be ordered split. An individual turning down the overtime will be provisionally ordered to work. If the supervisor then finds a member to take the overtime, the employee provisionally ordered will be contacted and released from the assignment.

Section 20.10.3. The on-duty supervisor will be strictly responsible for the selection process of section 21.10.2. The supervisor will make sure all phone conversations pertaining to times of contact is logged in the dispatchers' daily log. If, after being ordered to work the overtime, the person so ordered refuses or claims illness, it is to be noted in the dispatchers log and a report

forwarded to the Chief of Police noting the conversation and reason for failing to comply with a lawful order. A copy of these records shall be made available to the Union upon request.

Section 20.10.4. This overtime procedure shall apply to overtime which might be created by an officer reporting off ill or on vacation when he was the only officer on the schedule for a particular shift.

Section 20.11. All employees must make themselves reasonably available for overtime.

ARTICLE 21 **HOURS OF WORK**

Section 21.1. Intent: This Article is intended to define the hours of a workday, hours of a workweek and to define the basis for the calculation of overtime.

Section 21.2. A workday shall consist of 8 consecutive work hours during a scheduled work shift and a work week shall consist of 40 hours.

Section 21.3. Shifts: Shift hours for employees assigned to rotating shifts shall be assigned in the following manner:

Day Shift	6:30 A. M. to 2:30 P. M.
Afternoon Shift	2:30 P. M. to 10:30 P. M.
Midnight Shift	10:30 P. M. to 6:30 A. M.

The Employer shall have the right to temporarily change established shifts or to schedule additional shifts based on operational needs. Specialized assignments such as K-9 and D.A.R.E. will work shifts based upon need and as assigned by the Chief.

Section 21.4. Rotation of shifts: Shift assignments shall rotate no more frequently than every twenty-eight (28) days.

Section 21.5. Work Schedule: Work schedules showing the members shifts, work days, and hours shall be posted on all department bulletin boards at all times. Work schedules may be changed by the Employer in order to address operational needs resulting from manpower shortage or special events and operations.

The Employer shall institute a work schedule for employees assigned to rotating road patrol duties, of six (6) days on duty followed by two (2) days off duty, with an adjustment week occurring every seventh week in which the member's schedule shall consist of three (3) off days, followed by a five (5) days, Monday through Friday workweek, followed by three (3) off days, then reverting to the six (6) on two (2) off schedule.

Section 21.6. This Article should in no way be interpreted to interfere with managements' right to effectively manage the work force.

Section 21.7. With the prior approval of the Employer or his designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Upon request of an employee, and with prior approval of the Employer or his designee, an employee may work a scheduled day off in exchange for an additional day off to be scheduled in the work period, without receiving any additional compensation.

Section 21.8. Present dispatchers will not be displaced by Police Officers in their duties as dispatchers, except in cases of emergency or where no dispatchers are available.

ARTICLE 22 **HEALTH AND WELFARE**

Section 22.1. The City shall contribute to the United Food and Commercial Workers, Local 400 and Employers health and Welfare Fund pursuant to the terms in this Article. The following maintenance of benefits monthly contribution rates are maximum rates for the specified year. The consultant of the Health and Welfare Fund will calculate the necessary rate up to these maximum based on the projected cost of benefits and expenses plus fund reserves as defined below.

- Effective 01/01/12 \$806.00
- Effective 01/01/13 \$873.00

It is understood that the Employer will make contributions for all employees who satisfy the eligibility requirements who receive compensation during the month.

Effective 01-01-2012, Employees' contributions will be made weekly by active employees who are eligible and enrolled in Health Care Coverage as follows:

- Employee Only - \$6.00 per week
- Employee + Spouse - \$12.00 per week
- Employee + Child - \$14.00 per week
- Employee +Family - \$16.00 per week

Effective 01-01-2013, Employees' contributions will be made weekly by active employees who are eligible and enrolled in Health Care Coverage as follows:

- Employee Only - \$7.00 per week
- Employee + Spouse - \$14.00 per week
- Employee + Child - \$16.00 per week
- Employee +Family - \$18.00 per week

The Employer will collect the Employee contribution via payroll deduction on a pre-tax basis. It is understood that the Employer will retain the Employee contributions to help off-set the full contribution made by the Employer to the Fund.

It is understood that only those employees who authorize a deduction for the employee contribution will have coverage.

Newly hired employees will have Health Care Coverage effective the first (1st) of the month following their ninetieth (90th) day of employment.

Section 22.2. The City will continue to provide U. C. T. Accidental Policy, as in the past, for all Police Officers covered by this Agreement.

Section 22.3. The City agrees to carry liability insurance on all employees covered by this Agreement where it is available from the insurance industry from today's market. Any change in the present coverage will be discussed promptly with the Union.

Section 22.4. The City retains its right to conduct a program of fitness for duty examinations, which may include, but is not limited to, annual physical examination, and psychological testing, and reserves the right to require a drug testing program. Any cost associated with these tests shall be paid for by the Employer. An employee ordered to submit to psychological testing will be provided with copies of the material provided to the practitioner prior to the examination.

ARTICLE 23 **PENSION**

Section 23.1. The Police and Firemen Disability and Pension Fund and Public Employees Retirement System as administered by the State of Ohio will remain in effect for the term of this Agreement.

ARTICLE 24 **SAFETY AND HEALTH**

Section 24.1. The Employer agrees to work jointly with the Union in resolving unsafe conditions or equipment within the employees work area.

ARTICLE 25 **CLOTHING AND EQUIPMENT**

It is the desire of the Employer that all employees of the Police Department, when on duty, be neatly dressed and in a professional manner.

Section 25.1. The Employer shall furnish to each new officer and dispatcher hired the basic required uniform and equipment. The Employer will prepare and keep current a listing of all items to be initially provided. The list shall be divided into Group A (clothing), and Group B (equipment). After one (1) year of service, it is the employee's responsibility to replace Group A

items through the clothing allowance. Group B items are not subject to the clothing allowance and will be replaced as necessary by the Employer.

Section 25.2 The Employer will establish, through a quartermaster system, an annual clothing allowance for each uniformed officer and dispatcher. Allowances per calendar year shall not exceed the following limits:

Officers	\$500
Dispatchers	\$225

Requests for replacement of Group A items shall be made to the Police Chief, and the employee shall return to the Employer all uniforms or uniform items that are not fit for use at the time of replacement.

The Investigator shall receive an annual cash allowance equivalent to that of uniformed officers, but must provide receipts upon request. He may also split his entitlement between cash allowance and purchase requisition when uniform items are needed. The Investigator's allowance is subject to tax withholding.

Section 25.3. All uniforms remain the property of the City and no part of the uniform shall be worn unless the entire uniform is worn except on direct order of the department. The employee when separating from employment must turn in the same number of items of clothing initially issued to him/her. Failure to do so shall result in the present value of the missing items being withheld from the employee's separation pay.

Section 25.4. The City will contract for cleaning of officers' and dispatchers' uniforms and the Investigators suits, at the City's expense.

Section 25.5. Body Armor. The City shall provide protective body armor to all officers. The body armor must be worn at all times the employee is on duty or is working an off duty detail. An exception may be made to officers working under cover. The vests provided will meet the standard of Threat Level 2A. Vests will be retired after five (5) years of use and will be replaced by the City.

Section 25.6. For recognition purposes a stripe will be awarded to each officer for each five (5) years of service.

Section 25.7. Upon retirement from the City of Belpre Police Department, each police officer will receive a replica badge that identifies the officer as retired.

ARTICLE 26

MEALS AND REST PERIODS

Section 26.1. Meal and rest periods shall be taken during on-duty time as the workload permits. On-Duty time means the employee shall be available to perform his or her normal duties. Personnel assigned to eight (8) hour shifts shall be entitled to a total of forty-five (45) minutes, to

be taken in any combination of meal and rest periods as the workload permits. Personnel assigned to twelve (12) hour shifts, either regularly scheduled or on overtime, shall be entitled to a total of seventy-five (75) minutes, to be taken in any combination of meal and rest periods, as the workload permits.

Section 26.2. An employee who works four (4) hours beyond their scheduled shift will be provided with a thirty (30) minute paid meal period which is to be taken when the time is available.

ARTICLE 27 **TRAINING PROGRAM**

Section 27.1. If any technological change should alter the job task and/or skills required of any person in the performance of his or her job, or if any technological change permanently displaces any person in the performance of his or her job, the Employer agrees to provide training at the Employer's expense, to the person for the job resulting from such technological change for another equivalent job which the Employer has available within the Union's jurisdiction, or for any other equivalent job opportunity with the Employer. Such training will include, but is not limited to, instruction and practice in the safe and effective operation of equipment, at the same or greater pay rate.

Section 27.2. Members attending training schools shall not be paid for more than eight (8) hours on a training day except when the time spent in training plus travel exceed eight (8) hours.

Section 27.3. The Union and the Employer agree that Officers required to attend on site training and information sessions shall be compensated at the appropriate rate of pay, and the call out provisions of this Agreement shall not apply. Employees who are on vacation will not be required to attend.

Section 27.4. When training or recertification's are mandated by State or Federal requirements for a person to be employed or maintain employment as a police officer, the City agrees that it shall provide the instructor and facilities at its expense, and in a timely manner, when possible. All time spent in such training or recertification outside of regularly scheduled work time is not considered time worked. Each dispatcher is eligible for up to eight (8) hours of job related training. Requests for training must be approved and scheduled in advance by the Chief of Police.

ARTICLE 28 **MILITARY SERVICE**

Section 28.1. Employees who serve in the National Guard or Military Reserve units which require annual training shall be granted the necessary time off, without loss of pay, up to one hundred seventy-six (176) hours per calendar year to fulfill the annual training and active duty requirements of the unit in which they serve. Such employees shall give the Employer a thirty (30) day notice when applicable.

Section 28.2. The Employer will comply with the applicable laws of the United States concerning the re-employment of members leaving the military service of the United States. At the time a member leaves for military service, he/she shall receive whatever vacation pay is due them. The application of this provision will comply with the Military Selective Service Act of 1947 as amended. Upon return from military service, an employee shall return to his/her original employment date and be entitled to their pro-rate vacation.

ARTICLE 29
WAGES

Section 29.1

	01/01/2012	01/01/2013
Sergeant	20.64	21.05
Patrol Officer (non-probationary)	19.14	19.52
Patrol Officer (probationary)	16.34	16.67
Administrative Clerk	15.52	15.83
Dispatcher	14.48	14.77

These base rates reflect annual increases of two percent (2%).

No Patrol Officer may be advanced to the non-probationary rate prior to completion of the probationary period.

Section 29.2. Shift Differentials: Members who are subject to rotating shifts shall be paid a premium of twenty-two cents (\$0.22) per hour for all hours worked, regardless of the shift worked. Shift differential is included in all overtime worked and shall be paid at time and one-half.

Section 29.3. Longevity Pay: Members shall have their base wage rate adjusted annually. Such adjustment shall be based on the member's length of service, and shall be equal to the following:

- After 1 year: \$0.07/hr.
- 2-3 years: \$0.06/hr.
- 4-15 years: \$0.05/hr.
- 16-30 years: \$0.04/hr.

The above adjustments are cumulative, and are to be included in the member's basic wage rate.

Section 29.4. Any employee assigned to the position of Investigator shall receive an additional thirty dollars (\$30.00) per month for each month assigned. Payment will be made in the first pay period of each succeeding month and is not part of the employee's regular rate.

ARTICLE 30
WAIVER IN CASE OF DISASTER

Section 30.1. In the event of a national, state or local disaster as declared by the appropriate governmental body or official, any provisions of this Agreement related to assignment of workers and work rules may be suspended by the City, at its discretion, during the length of the declared disasters. Disasters would include, but not be limited to such common disasters as floods, chemical spills, explosions or any natural disaster that could be considered as an act of God.

In the event any such disaster is expected to exceed thirty (30) calendar days, the Employer will so notify the Union in writing. Upon written request of the Union, the parties may arrange to meet to discuss any mutual concerns.

All time limits with respect to grievances shall automatically be suspended during the length of the declared disaster.

ARTICLE 31
VALIDITY

Section 31.1. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 32
DURATION OF AGREEMENT

Section 32.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., October 31, 2013. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 32.2. This Agreement represents the full and complete understanding of the parties. It totally integrates all wages, hours, terms and conditions of employment existing between the parties. This Agreement may only be changed in writing by the mutual consent of the parties.

SIGNATURE

In Witness Whereof, the parties have hereunto signed by their authorized representatives this

6th day of February, 2011, 2012

For the United Food and Commercial Workers, Local 400

For the City of Belpre


Thomas P. McNutt
President

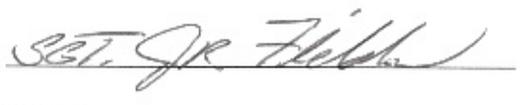

Michael Lorentz
Mayor

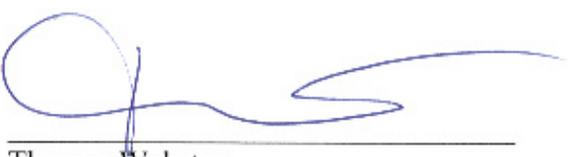

Unit 1


David Ferguson
Safety-Service Director


Unit 2

Approved As To Content and Form


Unit 3


Thomas Webster
Law Director

Chief Negotiator


Labor Relations Attorney