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

2011-MED-02-0187

Effective through June 30, 2014

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PREAMBLE / PURPOSE

This Agreement, entered into by the City of Van Wert, Ohio, hereinafter referred to as the "Employer" or the "City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or the "OPBA," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 2010-REP-09-0147, February 28, 2011. Wherever used in this Agreement, the term "bargaining unit" or "employees" shall include only individuals classified as full-time police officers

Section 1.2. All positions not specifically included in the bargaining unit shall be considered excluded from the unit.

Section 1.3. It is recognized that the Employer has the right to allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions from the unit in compliance with the provisions of this article and the Ohio Revised Code.

The Employer agrees to discuss with the Union any new position proposed for the Police Department. If the parties cannot agree to include or exclude the new position from the bargaining unit, the Union may file with SERB for a determination. Nothing in this article shall prevent the Employer from filling the new position pending SERB's final determination. If the parties agree the newly created position should be included in the bargaining unit, the parties shall file a joint petition requesting SERB's approval to amend the certified unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions of management are retained and vested exclusively in the Employer, including, but not limited to the following:

- A. To reprimand, warn, suspend, discharge, or otherwise discipline bargaining unit employees;
- B. To determine the number of bargaining unit employees to be employed or laid off;

- C. To hire employees, determine their qualifications and assign, direct, and supervise their work, establish caseload sizes and case assignments, set performance standards, and evaluate their performance;
- D. To promote, demote, transfer, layoff, recall to work, and retain employees;
- E. To set the standards of productivity and the services to be rendered;
- F. To maintain and/or improve the efficiency and effectiveness of governmental operations;
- G. To determine the personnel, process, methods, means, standards, and facilities by which operations are conducted;
- H. To determine the starting and quitting time and the number of hours and shifts to be worked by employees;
- I. To expand, reduce, alter, combine, transfer, assign, or cease any job, position, department operation, or services; according to the Ohio Revised Code;
- J. To control and regulate the use of machinery, facilities, equipment, and other property of the Employer;
- K. To introduce new or improved methods, materials, machinery, and equipment;
- L. To determine the number, location, and operation of departments, divisions, and all other units of the Employer;
- M. To issue, amend, and revise reasonable policies, rules, regulations, procedures, and practices;
- N. To take whatever action is necessary or advisable to manage and carry out the mission of the Employer;
- O. To determine matters of inherent managerial policy including functions and programs of the public Employer, standards of services, overall budget, missions of the Employer, and organizational structure;
- P. To exercise all additional rights and functions reserved to management by the Ohio Revised Code and federal law; and
- Q. To unilaterally promulgate reasonable work rules and regulations. Each employee will be given a current copy of the work rules when effective or at the time of employment. When Employer adds to, amends, deletes, or otherwise changes its work rules, such additions, amendments, deletions, or changes shall be reduced to writing, distributed to employees and posted three (3) days prior to implementation. In cases of fiscal or other emergency, the Employer may change or implement a work rule immediately.

Section 2.2. The Union recognizes that all matters encompassed in Section 3.1 of this article which are not expressly modified by this Agreement or ensuing agreements, and all matters of inherent management rights shall remain the function of the Employer.

ARTICLE 3 **NONDISCRIMINATION**

Section 3.1. The Employer and the Union hereby recognize the existence of certain federal and state laws prohibiting discrimination against employees and applicants for employment on the basis of age, sex, race, color, religion, national origin, military status, handicap/disability, or genetic information. Both the Employer and the Union mutually pledge to comply with such laws and regulations.

Section 3.2. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees, except where a bona fide occupational requirement requires otherwise.

Section 3.3. Any alleged violation of any federal or state law prohibiting discrimination shall be appealed through the administrative and/or judicial procedure established by law prior to appealing through the grievance procedures contained in this Agreement. Said grievance shall be held in abeyance pending the final outcome of the administrative/judicial appeal process. The parties involved may discuss the alleged violations prior to the employee filing an appeal in an attempt to resolve the issue(s). Nothing contained herein shall be construed to negate any legal requirement that an employee may have to report his allegation of discrimination internally, in accordance with City policy, before proceeding through administrative or other legal channels.

ARTICLE 4 **DUES DEDUCTION**

Section 4.1. The Employer agrees to deduct regular Union membership dues or fair share fees in accordance with this article for employees eligible for the bargaining unit.

Section 4.2. The Employer agrees to deduct regular Union membership dues not more often than once each pay period from the pay of any employee in the bargaining unit eligible for such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor Agreement, whichever is later, employees in the bargaining unit who are not members of the OPBA, including employees who resign from membership in the OPBA after the effective date of this labor Agreement, shall pay to the OPBA, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee.

This provision shall not require any employee to become or remain a member of the OPBA, nor shall the fair share fee exceed the dues paid by members of the OPBA in the same bargaining unit. The OPBA is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. Upon the OPBA's certification of the amount to be deducted, the Employer shall implement the fair share deductions under this section. The OPBA shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09 (C) and federal law. The OPBA agrees to abide by all rules and decisions of the State Employment Relations Board in regard to the fair share fee deductions.

Section 4.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4. The Employer shall be relieved from making individual dues or fair share fee deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) resignation by the employee from the City. The Employer shall also be relieved from making dues deductions from any employee who submits a written revocation of the dues deduction authorization.

Section 4.5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues or fair share fee. Upon written request of the Union, any dues or fair share fees not withheld in accordance with this section will be withheld during a subsequent pay period(s) in which sufficient funds are available.

Section 4.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues or fair share fee deductions would normally be made by deducting the proper amount.

Section 4.7. The rate at which dues or fair share fees are to be deducted shall be certified to the City by the Union. One (1) month advance notice must be given to the Employer prior to making any changes in the amount of an individual's dues or fair share fee deductions.

Section 4.8. The dues or fair share fees deducted shall be forwarded to the Union Secretary/Treasurer, within ten (10) days after the deduction.

ARTICLE 5
UNION REPRESENTATION

Section 5.1. The Employer agrees to admit Union staff representatives to the Employer's facilities and sites during working hours and normal office business hours for the purpose of processing grievances, consultations, negotiations, or attending meetings with the Employer as permitted herein. Upon arrival, the Union staff representative shall identify himself or herself to the Employer or the Employer's designated representative.

Section 5.2. The Union shall provide to the Employer an official roster of its local Union officers which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.3. The writing and investigating of grievances shall be on non-work time, except where the employee has permission of the Chief or his designee to discuss a grievance during work time. In no event shall time spent writing, discussing, or investigating grievances be considered as overtime or paid time outside the employee's regular working hours.

Section 5.4. Prior to engaging in any Union activity pursuant to this article, the Union and the affected employee must have prior authorization from all affected supervisors.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer agrees to provide a four foot by four foot (4' x 4') space for a bulletin board in an agreed-upon area of the Police Department for use by the Union.

Section 6.2. All Union notices which appear on the bulletin boards shall be posted and removed by a Union officer and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;

- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings, or policies of the Union.

Section 6.3. All other notices of any kind not covered under A through G above must receive prior approval of the Chief or his designee. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the administration; or
- C. Favorable or unfavorable comments regarding a candidate for any public office, or for office in another employee organization.

Section 6.4. All postings must bear the date of posting and the signature of the local Union official who is responsible for the posting. Material posted in violation of this article may be removed by the Employer.

Section 6.5. No materials of any kind shall be posted elsewhere in the Employer's facilities or upon City equipment unless specifically authorized in advance by the Chief of Police.

ARTICLE 7

LABOR / MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, upon request of either party, the Employer and/or the Employer's designee(s) shall meet with not more than two (2) employee representatives of the Union and one (1) staff representative of the Union to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

Section 7.2. The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed and a list of representatives who will be attending. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held.

Section 7.3. The purpose of labor/management meetings shall be limited to:

- A. Discuss the administration of this Agreement;

- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to such members;
- F. Discuss ways to increase productivity and improve efficiency; and
- G. Consider and discuss health and safety matters relating to employees.

Section 7.4. Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this article which is held during the employee's regular working hours.

Section 7.5. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 8.2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided in this article shall be considered resolved based upon the Employer's last answer and shall not be appealable to arbitration.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee/Union to the next step in the grievance procedure. All time limits on grievances may be extended only upon mutual written consent of the parties.

Section 8.3. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. The grieved employee's name and signature;
2. The grieved employee's classification;
3. The date the grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
4. The date the grievance was filed in writing;
5. The date and time the grievance occurred;
6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;
8. The express written provisions (i.e., articles and sections) of the Agreement alleged to have been violated; and
9. The desired remedy to resolve the grievance.

Section 8.4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. In furtherance of this objective, the following procedure shall be followed:

Informal Step: In order for an alleged grievance to receive consideration under this procedure, the employee/Union must first identify the alleged grievance and attempt to resolve the matter through a discussion with the employee's immediate supervisor. For purposes of administering this Agreement, the immediate supervisor shall be the employee in the next higher rank that normally directs the employee and is not included in any bargaining unit.

Step 1: If the grievance is not resolved through the informal discussion process, the employee, with the appropriate Union representative, if the employee desires, shall have ten (10) calendar days after the employee knew or should have known of the incident or facts which gave rise to the grievance, to submit the grievance in writing to the Lieutenant. The Lieutenant shall have ten (10) calendar days in which to schedule a meeting with the grieved employee and Union representative, if the employee desires such representative. The Lieutenant shall investigate the alleged grievance and respond in writing to the employee within ten (10) calendar days of receipt of the grievance or within ten (10) calendar days following the meeting between the parties.

Step 2: If the grievance is not resolved at Step 1, the Union/employee shall have ten (10) calendar days after receiving the Step 1 response or after the Step 1 response is due, whichever is sooner, to submit the grievance to the Chief of Police. The Chief of

Police or designee shall have ten (10) calendar days in which to schedule a meeting with the grieved employee and the appropriate Union representative, if the employee desires such representative. The Chief of Police or designee shall respond to the grievant in writing within ten (10) calendar days following the meeting.

Step 3: If the grievance is not resolved at Step 2, the Union/employee shall have ten (10) calendar days after receiving the Step 2 response or after the Step 2 response is due, whichever is sooner, to submit the grievance to the Safety-Service Director (SSD). The SSD or designee shall have ten (10) calendar days in which to schedule a meeting with the grieved employee and the appropriate Union representative, if the employee desires such representative. The Director or designee shall respond to the grievant in writing within ten (10) calendar days following the meeting.

Step 4: If the grievance is not resolved at Step 3, the Union shall have ten (10) calendar days after receiving the Step 3 response or after the Step 3 response is due, whichever is sooner, to submit the grievance to arbitration in accordance with the following procedures:

- A. The OPBA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. If the OPBA desires to proceed to arbitration the OPBA must notify the Safety Service Director in writing, within the time frame stated above, of its intent to seek arbitration over an unresolved grievance. If no notification is received within this time frame, the grievance shall be considered resolved based on the Safety Service Director's response.
- B. The OPBA may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.
- C. After receipt of a request to arbitrate, a representative of each of the parties (the OPBA and the City) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Employer or designee and the OPBA shall jointly request the Federal Mediation and Conciliation Service to submit a panel list of nine (9) arbitrators from the state of Ohio who are members of the National Academy of Arbitrators. The Union shall be responsible for any filing fee required for the panel of arbitrators. The parties shall then choose an arbitrator by alternately striking the names of the arbitrators until only one (1) name remains. Each party may reject a panel of arbitrators and request another list, prior to beginning the striking of names. The party rejecting a panel of arbitrators shall be responsible for any filing fee required for a second panel.

Once the OPBA has submitted a timely request for arbitration, the parties must actively pursue the selection of an arbitrator and scheduling of a date for

the arbitration hearing. If the Union fails to actively pursue the selection of an arbitrator or scheduling of the hearing during any consecutive 30 day period, the grievance shall be considered resolved based on the Employer's last response.

- D. The arbitrator's decision shall be limited strictly to the interpretation, application or enforcement of the specific articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- F. The decision of the arbitrator shall be final and binding on the Employer, the Union and the grievant(s). The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices
- G. The fees for the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the expenses of the arbitrator and the cost for a hearing room, if the hearing is not held on the employers premises, shall be borne equally by the Employer and the OPBA if the grievance involves the appeal of a disciplinary action. These costs shall be paid by the losing party in the case of any grievance not involving the appeal of a disciplinary action or in any case where the arbitrator determines the grievance to be non-arbitrable or beyond the arbitrator's jurisdiction.
- H. Any bargaining unit employee who is required by the Employer to attend such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.
- I. At the arbitration hearing, the grievant(s) shall be permitted to attend and be represented by one non-employee OPBA representative and one employee OPBA representative.

Section 8.5. Representation of the employee at any step of the grievance procedure shall be limited to self-representation or representation by a local or staff OPBA representative.

Section 8.6. The arbitrator shall be limited strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement. The arbitrator shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations, presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement;
3. Establishing any new or different wage rates not negotiated as part of this Agreement.

Section 8.7. The expenses of any witness 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 reporter or request a copy of any transcripts.

ARTICLE 9

PROBATIONARY PERIODS

Section 9.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year.

Section 9.2. The Employer may extend the probationary period for up to ninety (90) additional days at the Employer's discretion. The employee shall be notified of such extension no later than fourteen (14) calendar days prior to the end of the one (1) year probationary period unless otherwise agreed by the Union and the Employer or extenuating circumstances exist.

Section 9.3. A newly hired probationary employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

Section 9.4. In the event of a layoff or other temporary separation from active employment lasting more than thirty (30) days, the employee's probationary period shall be extended for an equal amount of time.

Section 9.5. Any bargaining unit employee promoted to a higher classification who fails to successfully complete the probationary period in such higher classification, may be returned to the employee's former position within the bargaining unit.

ARTICLE 10
SENIORITY

Section 10.1. Seniority shall be determined by the uninterrupted length of continuous full-time service in the Van Wert Police Department as a sworn officer, calculated from the most recent date of employment.

Section 10.2. Continuous full-time service shall be broken by:

- A. Resignation;
- B. Discharge;
- C. Service or disability retirement;
- D. Layoff for more than eighteen (18) months;
- E. Failure to return to work within ten (10) calendar days following recall from layoff; or
- F. Failure to return to work at the expiration of an approved leave of absence.

Section 10.3. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the civil service eligibility list.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. When the Employer determines that a long-term layoff or job abolishment is necessary, due to lack of work, lack of funds, reasons of substantial or material change in operations, or for purposes of reorganization for reasons of economy or efficiency, they will notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of any short-term layoff, (i.e., lasting thirty-one (31) calendar days or less), as soon as practicable.

Section 11.2. The Employer will determine in which departments and in which classification layoffs will occur and the total number of employees to be laid off.

Section 11.3. Police officers will be laid off based on their seniority as defined in Article 10 herein. Police officers with the least seniority shall be laid off first.

Section 11.4. When police officers are laid off, the Employer shall create a recall list for the classification. The Employer shall recall police officers from a layoff as needed. The Employer shall recall such employees in the reverse order of how they were laid off until the number of employees to be recalled is reached. An employee shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff.

Part-time, auxiliary or reserve police officers shall not be utilized, except in exigent circumstances, to perform the duties normally performed by full-time police officers while any full-time officer remains eligible for recall from layoff.

Notwithstanding the previous paragraph, the Employer may offer part-time or intermittent employment to police officers who are laid off.

Section 11.5. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 11.6. Notice of recall from a long-term layoff shall be sent to the employee by registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. Employees will be recalled from a short-term layoff by whatever means practicable.

Section 11.7. In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Delivery or attempted delivery of the registered letter to the last known address of the laid off employee shall constitute receipt of recall notice for purposes of this article. Employees shall report to work as directed by the Employer following recall from a short-term layoff.

ARTICLE 12

NO STRIKES, NO LOCK-OUTS

Section 12.1. The Union recognizes the essential nature of the service provided by the bargaining unit employees in protecting the public's health and safety. The Employer and the Union further recognizes that a strike would create a clear and present danger to the health and safety of the public. Therefore, during the term of this Agreement:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, walkout, or concerted slowdown or sick call which interrupt the operations or services of the Employer.
- B. When the Employer notifies the Union that any bargaining unit employees are engaged in any prohibited strike activity, as outlined herein, the Union shall promptly act to prevent or stop such acts.
- C. Any employee who participates in or promotes such strike activities as previously outlined, may be disciplined in accordance with the provisions of this Agreement.

Section 12.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of

bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 12.1(A) above.

Section 12.3. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any strike or other unauthorized or unlawful activities by the Union or the employees.

ARTICLE 13 **DISCIPLINE**

Section 13.1. Whenever the Employer determines that a police officer may have committed an offense which could result in a suspension, demotion, or termination of employment, the Employer shall notify the employee in writing of the charges not less than twenty-four (24) hours prior to the predisciplinary conference.

The employee shall have an opportunity at a predisciplinary conference to respond orally or in writing to the charges prior to discipline being imposed and may be accompanied by a Union representative during such hearing.

The Employer will provide copies of any action(s) resulting from a predisciplinary conference to the affected employee.

Section 13.2. Disciplinary actions involving a termination or a suspension of more than one (1) day may be appealed through all steps of the grievance procedure. Oral and written reprimands and suspensions of one (1) day or less shall only be appealable through Step 3 of the grievance procedure and shall not be appealable to arbitration.

Section 13.3. The Employer will consider the nature of the violation, the employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations when determining the level of discipline to be administered.

Section 13.4. Nothing herein shall restrict the Employer's right to place any police officer on paid administrative leave pending an investigation or scheduling of a predisciplinary conference; or to place an officer who has been charged with a violation of law that is punishable as a felony on administrative leave without pay pending the resolution of such charge(s).

ARTICLE 14 **PERSONNEL FILE**

Section 14.1. Employees shall have access to their personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall normally be within two (2) business days of said request. Employees shall have access to their personnel file during the normal office hours of the custodian of the records. The employee may be accompanied by his/her Union representative during such inspection. Employees may request copies of materials in their personnel file; however, the employee shall bear the cost of duplication.

Section 14.2. Records of oral and written reprimands shall cease to have force and effect **one (1)** year after their effective date, provided no other intervening disciplinary actions occur during that time period.

Records of suspension of three (3) days or less shall cease to have force and effect two (2) years after their effective date, provided no other intervening disciplinary actions occur during that time period. Records of suspension of more than three (3) days shall cease to have force and effect three (3) years after their effective date, provided no other intervening disciplinary actions occur during that time period. Upon request of the employee, outdated disciplinary records shall be removed from the personnel file and placed in a separate file for expired disciplinary actions.

ARTICLE 15 **TRAINING / EDUCATION**

Section 15.1. If accreditation, licensure, or certification requirements for police officers require continuing education or training, or if said requirements change during the term of this Agreement, bargaining unit employees affected shall be required to meet all such requirements as soon as practicable.

Section 15.2. The Employer will post training opportunities that become available and the qualifications necessary to apply for such training. Employees shall submit a written request to attend the training program which outlines the employee's qualifications and the need for such training. The Chief of Police retains the authority to determine which officer(s) attend each program offered.

The City will pay the cost for all training or educational programs which the Employer requires or authorizes the employee to attend.

Section 15.3. The City will reimburse the employee for necessary food and lodging expenses approved in accordance with City policy while traveling outside the county to attend training programs authorized or required by the Employer.

Section 15.4. If an employee is required by the City to use a privately-owned vehicle for travel to an approved training session, seminar, or conference, the employee shall be reimbursed at the current IRS rate per mile. Expenses for parking, highway, bridge, or tunnel tolls on approved travel are reimbursable upon presentation of a receipt for such expense. The Employer reserves the right to assign the employee to drive a City vehicle in lieu of paying a mileage allowance as provided in this section.

Section 15.5. Employees attending an approved training session, seminar, or conference mandated by the Employer or authorized by the Employer to improve the employee's ability to perform the duties of the employee's current position, shall be compensated at their appropriate hourly rate for the time spent in such programs and reasonable travel time to and from such location. The Employer reserves the right to assign the employee to a different work shift or to different days off in order to accommodate the training and/or avoid the creation of overtime.

ARTICLE 16
MILITARY LEAVE

Section 16.1. Bargaining unit employees shall be entitled to military leave as provided in the applicable sections of the Ohio Revised Code and federal laws which shall be administered in accordance with the City's personnel policies and procedures.

ARTICLE 17
RESIDENCY REQUIREMENT

In accordance with O.R.C. 9.481, bargaining unit employees shall, as a condition of employment, reside either in Van Wert County or in an Ohio county adjacent to Van Wert County. New hires will have one (1) year from their date of hire to comply with the residency requirement.

In the event that O.R.C. 9.481 is no longer applicable, bargaining unit employees shall, as a condition of employment, reside in Van Wert County.

Employees shall have one (1) year to comply with any change in residency requirements.

ARTICLE 18
K-9 TIME

Section 18.1. Any officer assigned by the Chief of Police to serve, on a regular basis, in the K-9 Program, shall receive four (4) hours of paid time each week or eight (8) hours of paid time each biweekly pay period to care for and attend to the needs of the K-9 dog.

Section 18.2. The Chief of Police shall continue to have exclusive control over the assignment or removal of officers from the K-9 Program.

Section 18.3. An officer assigned to the K-9 Program shall not be entitled to receive the allotted time specified in Section 18.1 during any workweek that the K-9 is not in the officer's possession or the officer is not directly responsible for the dog's care.

ARTICLE 19
SICK LEAVE

Section 19.1. Employees shall accrue four and six-tenths (4.6) hours of sick leave for each completed eighty (80) hours of service with the City of Van Wert, excluding overtime hours.

Section 19.2. An employee may request sick leave for absences resulting from illnesses, as described below, provided they follow the Employer's policy as outlined below. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or illness or injury of a member of the employee's immediate family which requires the employee's presence.

- B. Exposure of the employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. For the purpose of this section the "immediate family" is defined as only: the employee's father, mother, spouse, child, stepchild, or other person who stands in the place of the employee's parent.
- D. Medical, dental, or optical examinations or treatment of employee or a member of the Employee's immediate family, which cannot be scheduled during non-working hours. Employees should make a concerted effort to schedule such appointments at a time which provides the least disruption to their work.
- E. Pregnancy, childbirth, and/or related medical conditions, if a physician determines leave to be necessary for the proper treatment or recovery of the employee.

Section 19.3. When an employee is unable to report to work, the employee shall notify the on-duty officer in charge one (1) hour prior to the time the employee is scheduled to report to work on each day of absence, unless the employee makes other advance arrangements with the Chief of Police or his designee. Employees failing to report as outlined above shall not be eligible to receive paid sick leave and shall be subject to disciplinary action.

Section 19.4. Any employee requesting sick leave shall be required to furnish a standard written statement, stating the nature of the illness, to justify the use of sick leave. Falsification or failure to provide the written and signed statement shall be grounds for denial of sick leave payment and disciplinary action. The written and signed statement must be submitted to the Chief of Police or his designee immediately upon return to work, but in no case later than the 8:30 a.m. on the Monday following the end of the two (2) week pay period in which the sick leave was used.

Section 19.5. Anytime an employee requests sick leave exceeding three (3) workdays, the employee shall obtain and submit to the Employer or designee a certificate from the employee's physician stating the nature of the illness or injury and that the employee was unable to perform the duties of his/her position. A physician's certificate may also be required whenever an employee has established a record of excessive or patterned sick leave usage.

Section 19.6. Each time an employee uses sick leave without a physician's statement to justify the absence, they shall be charged for one (1) occurrence. Multiple consecutive working days due to the same illness or injury will be counted as the same occurrence.

After five (5) sick leave occurrences in a rolling twelve (12) month period, the employee will be required to provide a written physician's certificate to justify any subsequent use of sick leave during the following twelve (12) months and shall be subject to progressive discipline.

Section 19.7. Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for sick leave only for hours which the employee would otherwise have been

scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Employees shall receive their regular hourly, daily, weekly rate for the period of time they are on sick leave.

Section 19.8. If illness or disability continues past the time covered by earned sick leave, an employee may request other available leave as provided in this Agreement. Any employee who has exhausted their accumulated sick leave and who has failed to have other leave approved, shall be considered absent without leave and subject to disciplinary action.

Section 19.9. Employees failing to comply with the sick leave rules and regulations shall be subject to appropriate disciplinary action in accordance with this Agreement. The Employer may initiate an investigation when an employee is suspected of abusing sick leave rules and regulations. Dishonest or fraudulent request for sick leave will result in disciplinary action up to and including dismissal.

Section 19.10. If the Employer has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position, or poses a threat to the employee or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of a medical professional's opinion that an employee is not physically or mentally capable of performing the essential functions of the employee's position the Employer, the Union and the employee will meet to discuss possible alternatives and/or accommodations prior to any permanent separation from employment.

Section 19.11. The employee shall be credited only with sick leave accumulated and accrued while in the employment of the City of Van Wert.

Section 19.12. Each employee who has accumulated 1000+ hours of accrued but unused sick leave on his/her date of retirement and who retires after ten (10) or more years of service with the City of Van Wert and gives not less than one (1) year nor more than fifteen (15) months written notice of the sixty (60) day window during which he/she intends to retire, shall be paid 500 hours of accrued but unused sick leave.

If the employee fails to retire during the specified window periods, the time limits for notification stated above shall start over.

If less than one (1) year of notice of retirement is provided by the employee or the employee does not have 1000 or more hours of accrued but unused sick leave as of his/her date of retirement, the employee shall be paid for twenty-five percent (25%) of the employee's accumulated but unused sick leave balance, not to exceed a maximum payment of two hundred forty (240) hours, except in cases where the employee retires due to disability. Employees, who qualify for disability retirement under OPFPF, will receive the early notification bonus as stated above provided they have the 1000 or more hours of sick leave accrued at the time of disability retirement.

This payment shall be based on the employee's hourly rate of pay at the time of retirement.

Upon accepting either payment as described above, all sick leave credit accrued up to that time will be eliminated. Sick leave conversion does not apply to any termination or separation other than a disability or service retirement under the Ohio Police and Fire Pension Fund at the time of separation from employment with the City of Van Wert.

ARTICLE 20 **INJURY LEAVE**

Section 20.1. A police officer seriously injured directly in the line of duty and not as a result of his/her own negligence, may be entitled to injury leave as provided herein for any injury that lasts more than five (5) workdays and involves treatment by a licensed physician. If such employee makes application for Workers' Compensation payments the employee may elect to use the employee's accrued vacation time, holiday time, and/or comp time prior to receiving payments from Workers' Compensation. Employees may sign an agreement directing all Workers' Compensation payments to the Employer as reimbursement for such payments and shall have the employee's vacation, holiday, and/or comp time re-credited at 100% (one hundred percent) for the period of time covered by the Workers' Compensation payments upon receipt of the payments by the City Auditor. Payment of injury leave in this manner shall be limited to the available leave as specified in this article not to exceed an initial period of up to 120 (one hundred twenty) days and may be extended by the Employer on a period-by-period basis for up to 12 (twelve) months.

Section 20.2. Employees are prohibited from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation.

Section 20.3. The designated beneficiary of a police officer who dies as a result of an injury sustained directly in the line of duty, as described in Section 20.1 above, shall be paid for 50% of the employee's accumulated but unused sick leave up to a maximum payment for 500 hours (i.e., 50% of 1000 hours = payment for 500 hours).

Section 20.4. An employee on injury leave may be required to return to work in a transitional work assignment at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

ARTICLE 21 **FUNERAL LEAVE**

Section 21.1. A bargaining unit employee shall be permitted to use up to three (3) sick leave days in order to make household arrangements, arrange for funeral services, and attend viewings and funeral services in the event of the death of the employee's spouse or the employee's or spouse's mother, father, stepparent, brother, sister, child, stepchild, grandparent, grandchild, or other persons at the discretion of the Safety Service Director.

Section 21.2. If additional time is needed, due to the travel distance to and from the funeral or other justifiable reasons, the employee shall obtain advance approval for the additional time from the Safety Service Director

Section 21.3. The Employer may require the employee to furnish a copy of the obituary or other documentation to verify the employee's relationship to the deceased immediate family member.

ARTICLE 22
WAGES

Section 22.1. Effective the first full pay period following the signing of this Agreement, each bargaining unit employee shall be paid in accordance with the following pay scale (2% increase):

<u>Start Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
\$15.88	\$17.70	\$19.51	\$21.34

Section 22.2. Effective the first full pay period in January 2012, each bargaining unit employee shall be paid in accordance with the following pay scale (2% increase):

<u>Start Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
\$16.20	\$18.05	\$19.90	\$21.77

Section 22.3. Effective the first full pay period in January 2013, each bargaining unit employee shall be paid in accordance with the following pay scale (2% increase):

<u>Start Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
\$16.52	\$18.41	\$20.30	\$22.21

Section 22.4. The Employer shall set a newly hired employee's rate of pay at no less than the start rate, depending on the employee's level of training and experience as assessed by the Employer.

Section 22.5. Employees who have not reached Step 3 of the pay scale, shall be advanced one pay step effective the first full pay period in January each year provided the employee has completed at least six (6) months of active service by that date.

ARTICLE 23
HEALTH INSURANCE

Section 23.1. For the duration of this Agreement, the Employer shall continue to provide full-time bargaining unit employees with hospitalization coverage in the same manner and at the same cost as provided to non-bargaining unit employees. The level of health insurance benefits provided to bargaining unit employees shall also be equivalent to those provided to non-bargaining unit employees. Nothing in this Article shall be construed to limit the Employer's right to solicit and

implement "cost containment" features provided any changes in such plan are applicable to all employees. Bargaining unit employees will be provided a copy of the plan description.

Section 23.2. Nothing herein shall restrict the Employer from changing insurance carriers, rates, benefits, or methods of providing health insurance coverage.

Section 23.3. The Employer has established an insurance advisory committee made up of management and employee representatives to advise the Employer on insurance related matters. The OPBA shall be entitled to select one (1) of its members to serve on this committee. The Employer agrees to meet with the committee to discuss and review any proposed changes in insurance coverage.

ARTICLE 24

HOURS OF WORK / OVERTIME

Section 24.1. This article is intended to define the normal hours of work per pay period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or work period for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day, per week, or per year.

Section 24.2. The standard workday shall consist of eight (8) or ten (10) hour shifts as determined by the Chief of Police and the standard work period shall not exceed a total of eighty (80) hours during each two week [fourteen (14) day] pay period except in the case of overtime.

Section 24.3. A police officer required by the Employer to work in excess of eighty (80) hours in a pay period, shall receive payment at one and one-half (1½) times the employee's regular hourly rate for each hour worked in excess of eighty (80) hours. Hours worked shall be defined as all hours in active pay status except those hours worked on a premium holiday for which the officer already received premium pay. Hours worked on a premium holiday shall be paid in accordance the Holiday Article herein. There shall be no pyramiding of overtime or premium payments.

Any bargaining unit employee may be required by the Chief of Police or the Chief's designee to work extra hours in order to meet the operational demands of the department.

Section 24.4. All overtime requires the advance approval of the employee's immediate supervisor. In cases where such advance approval is not possible, the employee shall notify the supervisor as soon as practicable.

Section 24.5. Officers shall be assigned work shifts and days off as determined by the Chief of Police and/or his designee. The Chief of Police agrees once each year to solicit Officers' input regarding their preferred work shifts and to consider the officers' preference and seniority before assigning work shifts. Nothing herein shall be interpreted to limit the Chief's authority to assign, reassign or station personnel as he deems in the best interest of the Police Department and the department's operations.

Section 24.6. Call-in Pay: Employees required by the Employer to report to work at times other than their regularly scheduled shift hours shall be paid for a minimum of two (2) hours pay at the applicable hourly rate or for the hours actually worked, whichever is greater. Call-ins or hold-overs which run contiguous to the employee's regularly scheduled shift shall not be eligible for such two (2) hour minimum and the affected employee shall be compensated only for the actual hours worked.

Section 24.7. Compensatory Time: The Chief of Police may at his sole discretion offer employees the opportunity to accrue and use compensatory time in lieu of overtime payment. If employees are permitted to accrue compensatory time, the Chief of Police may terminate such practice at any time, may pay off a balance of compensatory time at his discretion, and/or may require employees to schedule compensatory time off at a time convenient to the Employer.

If employees are permitted to accrue compensatory time, the employees shall schedule such time off in accordance with the Chief's policy in effect at that time.

If employees are permitted to accrue compensatory time, no police officer shall have a balance of compensatory time in excess of seventy-two (72) hours (i.e., 48 hours overtime x 1.5 = 72 hours of compensatory time).

ARTICLE 25 **VACATION**

Section 25.1. Full-time employees who have completed at least one (1) year of service are credited with vacation on January 1 of each year thereafter in accordance with the following schedule:

<u>Length of Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than 1 year	See next paragraph for prorated amounts
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 22 years	160 hours
22 years or more	200 hours

All full-time employees with less than one (1) year of service on January 1 following their date of hire or in subsequent years when the maximum annual accrual changes, shall be credited with vacation leave according to the following schedule on the employee's next anniversary date. Such prorated vacation may not be used until the completion of one (1) year of service following the employee's date of hire or, for employees with more than one (1) year of service, until completing the additional years of service required to accrue the additional vacation.

<u>Hire Month</u>	<u>No. of Days towards Two Weeks</u>	<u>No. of Days towards 3rd/4th/5th Weeks</u>
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January	10 days	5 days
February	9 days	4½ days
March	9 days	4½ days
April	8 days	4 days
May	7 days	3½ days
June	6 days	3 days
July	5 days	2½ days
August	4 days	2 days
September	4 days	2 days
October	3 days	1½ days
November	2 days	1 day
December	1 day	½ day

Section 25.2. Vacation credits are not earned while an employee is in non-pay status or through the accumulation of overtime.

Section 25.3. An employee shall not be entitled to prior vacation service credit for tenure with the state or any subdivision of the state of Ohio prior to the employee's last date of hire with the Employer.

Section 25.4. Vacation leave should be taken by an employee between January 1 and December 31 of each calendar year. However, employees, upon written request, may be permitted to carry over one (1) week of vacation into the next year. At no time will employees be permitted to have more vacation than their current annual accrual plus one (1) week in their vacation bank. Once an employee reaches this maximum, no additional vacation shall be credited to the employee's vacation bank which would cause the employee to exceed the maximum.

Section 25.5. Employees on vacation may be recalled to duty for emergency situations as determined by the Employer.

Section 25.6. Vacations shall be scheduled in accordance with the following procedures:

- A. All requests for vacation shall be submitted in writing to the Chief of Police or his designee. If the employee wants a copy of the vacation leave request form, the employee shall submit two (2) copies of the form and one (1) will be returned to the employee prior to the date the vacation leave is requested to begin.
- B. All vacation requests will be reviewed by the Chief or his designee and approved or disapproved considering its effect on the workload requirements of the department and the number of employees requesting the same vacation date(s). The Employer maintains the right to deny any vacation requests during emergency or heavy workload periods based on operational demands, and to limit the number of employees who will be permitted to schedule time off at the same time.

- C. If prior to April 15 of each year employees submit vacation requests for the same date(s), seniority will be utilized to determine the order in which requests are considered. Vacation requests submitted after April 15 will be considered on the basis of the order in which the requests are submitted.
- D. Employees must submit their written requests for vacation leave and have it approved by the Chief or his designee, at least two (2) weeks preceding the date requested for the vacation leave to begin. The Chief or his designee may waive the two (2) weeks advance notice requirement if granting of the vacation request will not create overtime or be detrimental to the operations of the department.
- E. The Chief of Police or his designee may approve vacation requests submitted with less advance notice in emergency or exceptional situations where the Chief determines the employee was unable to provide the normal advance notice required.
- F. Vacations can be scheduled in no less than four (4) hour increments.
- G. The Chief of Police shall establish a priority list for scheduling time off.
- H. Any employee absent from work without receiving advance approval of the Employer will be considered absent without leave (AWOL) and will be subject to disciplinary action up to and including termination of employment.

Section 25.7. Full-time employees, who have completed at least one (1) full year of service with the Employer and who resign or retire in good standing, are entitled to compensation at their current rate of pay for any earned but unused vacation leave to their credit at the time of separation. Any employees whose employment with the City is terminated for disciplinary purposes, forfeits all accrued but unused vacation.

Section 25.8. In the case of the death of an employee who has completed at least one (1) full year of service with the Employer, the earned but unused vacation leave credited to such employee shall be paid to the employee's estate.

ARTICLE 26 **HOLIDAYS**

Section 26.1. Each police officer shall receive eighty-four (84) hours of holiday leave for each calendar year worked. Holiday leave shall be scheduled off in accordance with the Chief of Police's policy in effect at the time such time off is requested. Holiday leave shall not be used without the prior approval of the Chief of Police or his /her designee.

Section 26.2. Any police officer who begins his/her employment with the department after January 1 of any year shall have the number of hours of holiday leave time to which the officer is entitled prorated based on the number of full months remaining in the calendar year. (Example: Police officer hired June 15 would have six (6) full months remaining in the calendar year and would

receive 6/12 or .5 x 84 = 42 hours of holiday leave to be used during the remainder of the calendar year.)

Any police officer whose employment ceases for any reason including, but not limited to, termination, layoff, or resignation shall have his/her holiday leave time prorated in a similar manner and shall have any hours used in excess of his/her entitlement, reimbursed through deduction from the employee's final paycheck. If there are insufficient funds in the employee's final paycheck, such hours shall be paid to the City directly by the employee.

Section 26.3. Any holiday leave time not used by December 31 of each year shall be forfeited.

Section 26.4. Any police officer required to work during the period beginning at 11:00 pm the night before any of the following premium holidays and ending at 11:00 p.m. on the date of the premium holiday, shall be paid at the rate of one and one-half (1½) times his/her regular hourly rate for each hour worked during such period:

Calendar Year 2011

Independence Day (July 4)
Thanksgiving Day
Christmas Day

Calendar Year 2012

News Years Day
Independence Day
Thanksgiving Day
Christmas Day

Calendar Year 2013

New Years Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

**ARTICLE 27
BONUS LEAVE**

Section 27.1. Each bargaining unit employee who has an accrued balance of five hundred (500) hours of unused sick leave on December 31 of each year is entitled to convert sick leave into bonus leave days to be used the following calendar year. The amount of sick leave that may be converted shall be based on the following schedule; provided that the employee's accumulated sick leave balance does not fall below the qualifying minimum number of unused sick leave hours once the conversion is completed.

<u>Qualifying Minimum Unused Sick Leave</u>	<u>Sick Leave Converted to Bonus Leave</u>
<u>Hours</u>	
500 hours	8 hours
750 hours	16 hours
960 hours	32 hours

Section 27.2. Bonus leave may be used in four (4) hour blocks. Bonus leave shall be scheduled off in accordance with the Chief of Police's policy in effect at the time such leave is requested. Bonus leave shall not be used without the prior approval of the Chief of Police or his /her designee.

ARTICLE 28
SHIFT DIFFERENTIAL

Section 28.1. Shift differential pay of \$.45 per hour shall be paid to all full-time police officers working any work shift that begins on or after 3:00 p.m. each calendar day.

Section 28.2. The designated shift must actually be worked to entitle the police officer to the premium rate of pay specified above.

ARTICLE 29
LONGEVITY PAY

Section 29.1. Each regular, full-time employee who has completed a minimum of five (5) years of continuous employment with the Employer shall receive an annual longevity payment as provided below.

Section 29.2. The amount of such annual longevity payment shall be equal to \$50.00 for each year of continuous employment over five (5) years up to a maximum of twenty-five (25) additional years. Therefore, no employee's annual longevity payment shall exceed \$1,250.00 with thirty (30) total years of continuous service with the City of Van Wert.

Section 29.3. Eligible employees shall be paid annual longevity pay on or before February 2 of each year, based on the employee's total years of continuous employment with the Employer as of July 1 of the preceding year.

Section 29.4. Longevity shall be added to the employee's base hourly rate for the purpose of determining the employee's hourly overtime rate.

ARTICLE 30
OFFICER-IN-CHARGE PAY

Section 30.1. Any officer acting as officer-in-charge (OIC) for more than two (2) hours of his or her shift shall receive OIC pay of an additional forty-five cents (\$.45) for each hour as OIC. OIC pay shall only be earned when no command officer is on duty.

ARTICLE 31
UNIFORM / EQUIPMENT ALLOWANCE

Section 31.1. Each police officer shall receive the sum of five hundred fifty dollars (\$550.00) for uniform and equipment purchases/maintenance. Said allowance shall be paid in advance in equal semi-annual installments of one-half (½) the total amount on June 30 and the other half on December 31 for the following six (6) month period. An employee who resigns or whose job is terminated shall reimburse the City a proportional amount for the amount of uniform allowance unearned. If available, such amount shall be withheld from the employee's final paycheck. A retiring employee shall not be required to reimburse the City.

Section 31.2. Any items, articles of clothing, equipment, and/or any insignia purchased and/or issued by the City shall remain the property of the Employer and must be returned upon separation of employment for any reason. All items purchased by the employee remain the property of the employee.

Section 31.3. Employees will be reimbursed for up to \$100.00 for eye glasses or contacts damaged from a single incident in the line of duty, so long as it can be shown there was no negligence by the employee. The Employer will reimburse employees up to \$50.00 for watches damaged under similar circumstances.

Section 31.4. After the initial assignment of a bulletproof vest to police officers, the City will purchase a replacement bulletproof vest, over and above the annual uniform allowance, on a five (5) year schedule.

Section 31.5. The Employer shall determine uniform and equipment items required to be purchased with the uniform/equipment allowance.

ARTICLE 32 **CONFORMITY TO LAW**

Section 32.1. This Agreement supersedes and replaces all pertinent statutes and civil service rules and regulations over which it has authority to supersede and replace. This Agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms, or conditions of employment. If a court of competent jurisdiction declares any provision of this Agreement to be unenforceable by law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 32.2. The parties agree that should any provision of this Agreement be found to be or become invalid, they will, upon written request by either party, schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternate language on the same subject matter.

Section 32.3. Any provision contained in this Agreement, which is also addressed in whole or in part in Chapter 124 of the Ohio Revised Code or by the Rules and Regulations of the Van Wert Civil Service Commission, shall supersede and replace any conflicting civil service laws, rules, or regulations. It is expressly understood that the City of Van Wert Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit except for the administration and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists, original appointments from the eligibility lists, and the restrictions contained in R.C. Section 124.57 regarding political activity.

ARTICLE 33
SAFETY

Section 33.1. The Employer and the Union agree that the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in an effort to promote safety and prevent on-the-job injuries.

Section 33.2. The Employer shall furnish and maintain, in good working condition, the necessary tools, facilities, vehicles, supplies, and equipment, as determined by the Employer that are needed for bargaining unit members to safely carry out their duties.

Section 33.3. Employees will make every effort to observe safe working practices, observe the Employer's safety rules, and to utilize personal protection safety equipment.

Section 33.4. All working conditions believed to be unsafe must be reported in writing to the Chief or designee on a standardized form as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any which are found, as soon as practicable.

Section 33.5. The Union may request a labor/management meeting to discuss safety issues.

ARTICLE 34
DRUG / ALCOHOL TESTING

Section 34.1. Drug/alcohol testing may be conducted on police officers (pre-hire, pre-return to duty, pre-promotional, post-accident, reasonable suspicion, periodic, or random).

All drug screening tests shall be conducted by medical laboratories meeting the standards of the Substance Abuse Mental Health Services Administration (SAMHSA). No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 or higher shall entitle the Employer to proceed with sanctions as set forth in this article. Alcohol testing may be done by in-house breath test apparatus or by blood or urine testing in accordance with the laws of the state of Ohio.

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

Refusal to submit to the testing provided for under this Agreement shall be grounds for termination of employment.

1. If a screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
2. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
3. In the event that the second test contradicts the result of the first test, and the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

The Employer shall maintain a list of three (3) testing laboratories. These laboratories shall conduct any testing directed by the Employer.

If the testing required above has produced a positive result the Employer may discharge the employee from employment.

Costs of all drug or alcohol screening tests and confirmatory tests shall be borne by the Employer, except that any test initiated at the request of the employee shall be at the employees' expense.

Section 34.2. If an employee voluntarily notifies the Employer that he/she has an addiction to any legally attainable drug prior to being positively tested for such drug or violating other regulations of the department, the Employer will consider offering the officer the opportunity to participate in a rehabilitation program. The terms of participation in such rehabilitation program must be agreed upon by both the Employer and the employee.

ARTICLE 35

DURATION OF AGREEMENT

Section 35.1. This Agreement represents the total and complete agreement on all matters subject to bargaining between the Employer and the Union, and shall be effective upon signing by both parties and shall remain in full force and effect until 12:00 midnight on June 30, 2014.

Section 35.2. If either party desires to modify or amend this Agreement:

It shall notify the other in writing of such intent no later than one hundred five (105) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receipt of notice of intent.

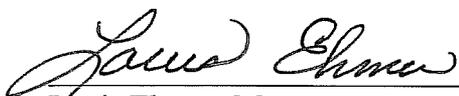
Section 35.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this

Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements and practices, either verbal or written, are hereby canceled.

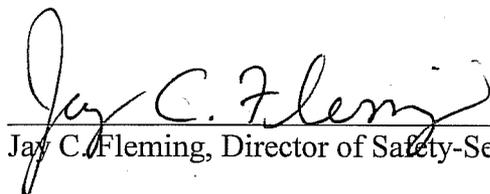
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 23rd day of July, 2011.

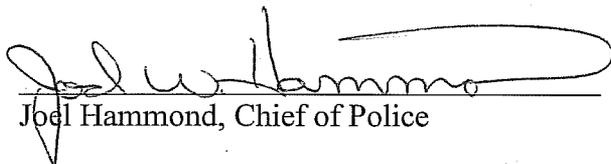
FOR THE CITY OF VAN WERT, OHIO:



Louis Ehmer, Mayor



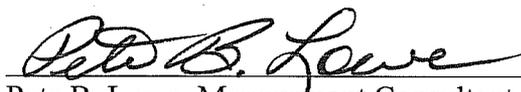
Jay C. Fleming, Director of Safety-Service



Joel Hammond, Chief of Police

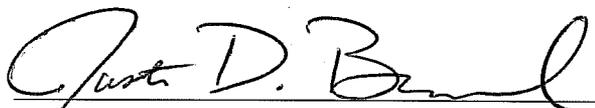


Gregory W. Unterbrink, Law Director



Pete B. Lowe, Management Consultant

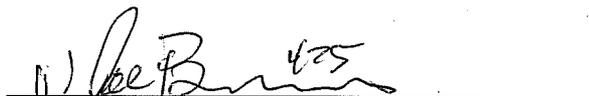
FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:



Justin D. Burnard
Attorney for OPBA



Steven Boroff
Bargaining Committee Member



Joseph Bruns
Bargaining Committee Member



Matthew Freeman
Bargaining Committee Member