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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN THE CITY OF BOWLING GREEN, OHIO

AND

**THE BOWLING GREEN POLICE PATROLMAN'S ASSOCIATION
OPBA**

JUNE 18, 2011 – JUNE 17, 2014

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**ARTICLE 1
PREAMBLE**

This agreement is hereby entered into by and between the City of Bowling Green, Ohio, hereinafter referred to as the "Employer" or the "City" and the Bowling Green Police Patrolman's Association, hereinafter referred to as the "BGPPA" or the "Union."

It is the purpose of this Agreement to achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, to provide an opportunity for the Union and the Employer to negotiate on matters pertaining to wages, hours, or terms and other conditions of employment, and to provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Bowling Green, Ohio.

**ARTICLE 2
REPRESENTATION**

SECTION 2.1 The BGPPA shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, and terms and conditions of employment. All agreements entered into and between the City and the employees covered by this agreement shall be through duly authorized representatives of the Union. Any other agreement shall be of no effect.

The Union Unit A shall consist of all full-time sworn Police Officers below the rank of Sergeant.

The Union Unit B shall consist of all full-time and part-time Dispatchers, Parking Services Technicians, and Animal Control Officers employed by the Police Division except the person performing secretarial duties for the Chief of Police.

SECTION 2.2 The BGPPA agrees that all probationary employees shall be excluded from the bargaining unit for two (2) months from the date of hire. For all purposes under this agreement, the probationary period shall be included in calculating an employee's years of service. Probationary employees shall receive wages and benefits in accordance with the Agreement except that the City shall retain the right to make decisions regarding retention of probationary employees and such decisions shall not be grievable or appealable to the Civil Service Commission.

SECTION 2.3 No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

SECTION 2.4 The Union shall provide the City with an official roster of all local Union officers and authorized representatives which shall be kept current at all times and shall include:

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

SECTION 2.5 The Union agrees that no official of the Union shall interfere with or disrupt the normal work duties of other employees.

ARTICLE 3 PLEDGE AGAINST DISCRIMINATION

SECTION 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, creed, national origin, disability, union affiliation, religious affiliation, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

SECTION 3.2 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural shall be construed to include singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of the genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted as being discriminatory by reason of sex.

SECTION 3.3 Neither party shall interfere with restrain, coerce, or otherwise discriminate against, any employee in the bargaining unit for exercising his right to join or not to join the union.

ARTICLE 4 DURATION OF AGREEMENT

SECTION 4.1 This Agreement shall be effective as of 12:01 a.m. on June 18, 2011, and shall remain in full force and effect until 11:59 p.m. June 17, 2014, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

SECTION 4.2 If either party desires to terminate, modify, or amend this Agreement, it shall give written notice no earlier than one hundred twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within fourteen (14) calendar days upon receiving notice of intent.

SECTION 4.3 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 the understandings and agreement 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, either verbal or written, are hereby canceled. Therefore, the Employer, the employees, and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject matter even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 5 DUES DEDUCTIONS

SECTION 5.1 The City agrees to deduct periodic dues, initiation fees, and assessments from the paychecks of employees within the bargaining unit as set forth in the representation clause. Dues shall be deducted (in half payments) from the first two paychecks of the month for which current dues, initiation fees and assessments are due the Union.

Union members may authorize the deduction of dues, initiation fees, and assessments from their paychecks by an authorization card provided by the City at Union expense. However, in the event an authorization card is not submitted, the City shall automatically deduct a fair share fee as determined by the Union.

SECTION 5.2 The City shall remit to the Union all dues, initiation fees, and assessments so deducted from the paychecks of employees covered herein by check within five (5) work days following said withholdings. The City, upon notice in writing from the Union that an error in deductions was committed, shall correct the error in the next regular paycheck deduction period. The City shall provide biweekly to the Union, a list of those members and non-members on payroll deduction.

SECTION 5.3 The Union shall establish an internal rebate procedure that shall provide for a rebate to fair share fee payers of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining.

SECTION 5.4 No other labor organization shall be afforded dues deductions.

SECTION 5.5 The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with these provisions.

SECTION 5.6 The City shall not be obligated to make deductions of any kind from any employee who, during any deduction month involved, shall have failed to receive sufficient wages to equal the deduction.

ARTICLE 6 MANAGEMENT RIGHTS

SECTION 6.1 The parties hereto agree that the City, on its own behalf and on behalf of its citizens, shall continue to exercise all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green and any lawful modifications made thereto, except as modified by the express terms of this Agreement.

SECTION 6.2 The parties hereto agree that the City shall be solely responsible to:

- (1) Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization 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, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees except as herein specifically limited;
- (6) To establish and administer the current classification system, except as herein specifically limited;

- (7) Determine the adequacy of the work force;
- (8) Determine the overall mission of the Employer as a unit of government;
- (9) Effectively manage the work force;
- (10) Take the actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 7 EMPLOYEE BILL OF RIGHTS

SECTION 7.1 Employees of the Police Division included within the scope of this Agreement shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of Police Division policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

- A. An employee has the right to presence of counsel and/or a representative of his recognized bargaining unit and the right of cross-examination of all witnesses at disciplinary hearings conducted by the City. Once an employee has been charged with a violation, a hearing shall be held at a time that is mutually agreeable between the hearing authority and the employee's representative within twenty (20) work days of the charged employee's receipt of the written charge.
- B. An employee who is questioned as a suspect in any investigation of any criminal charge against him shall have the same constitutional rights as any other citizen.
- C. Before an employee may be charged with any violation of the divisional rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.
- D. Any interrogation, questioning, or interview shall be compensable, conducted at a reasonable hour and preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.
- E. The employee shall be informed of the nature of the investigation prior to any questioning.

- F. When a confidential or anonymous complaint is made against an employee, following the initial investigation the employee shall be interviewed and apprised of the circumstances and specific facts relating to the complaint. In the event there is corroborative evidence, the employee shall be required to submit to interrogation and/or make a report or statement. Whenever an employee is ordered to make statements he/she may postpone the interrogation for up to five (5) workdays.
- G. The Division may acknowledge the fact that a particular officer is under investigation, but may not release any additional information until the investigation is completed and the employee is either cleared or charged.
- H. When an employee suspected of a violation is being interrogated in an internal affairs investigation, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared.
- I. An employee who has been charged with a violation of any divisional policies, or rules and regulations, shall, upon request, be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.
- J. No hearing that may result in the dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it.
- K. In the course of an internal affairs investigation, a polygraph examination and/or voice stress analyzer will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, and/or voice stress analyzer; such examination shall not be used in any subsequent criminal action.
- L. When an employee is to be interviewed in an investigation of any other member of the Police Division, such interview shall be conducted in accordance with the procedure established herein.
- M. Any employee ordered to an internal investigation shall be informed of his right to an attorney and/or Union representation.
- N. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure, but limited to the third step of such procedure.

- O. No member of this bargaining unit shall participate in any judgment or review of any other member of this bargaining unit unless that judgment or review is as a result of an internal investigation, a shooting review board or as a member of the Police Division awards recognition team. In all cases, those individuals will be designated by the Chief of Police.
- P. Any evidence obtained in the course of an internal affairs investigation may not be subsequently used in violation of the U. S. Constitution.

ARTICLE 8 SAFETY AND WELFARE

SECTION 8.1 The City shall make reasonable provisions for the safety, health, and welfare of Police Division employees. The Union agrees to work cooperatively in maintaining safety within the Police Division.

SECTION 8.2 The City will determine, furnish and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. Employees are responsible for reporting known unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

ARTICLE 9 WORK RULES AND REGULATIONS

SECTION 9.1 The Union recognizes that the Employer or his designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

SECTION 9.2 Work rules, regulations, policies, procedures, and directives shall not violate any provision of this Agreement.

SECTION 9.3 Work rules, regulations, policies, procedures, and directives shall be interpreted and applied uniformly to all employees within the bargaining unit(s).

SECTION 9.4 The parties agree that they will not change the wages, hours, or terms and conditions of employment during the term of this contract except as reserved to management as management rights or as authorized by this Agreement. But for extenuating circumstances the City will provide the Union a 15-day written notice of any changes to the policy and procedures manual prior to implementing.

SECTION 9.5 This article shall not be interpreted in any manner to relieve any employee of his responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Police Division.

SECTION 9.6 All employees shall have access to all written work rules, regulations, policies and procedures.

ARTICLE 10 SENIORITY

SECTION 10.1 Seniority is defined as continuous service from the last date of hire and shall be applied first by rank, second by continuous service in rank, third by continuous service with the Police Division, and last by employee social security number, wherein the lower last four (4) digits shall be first in seniority.

SECTION 10.2 The preceding definition of seniority shall be applied where appropriate in this Agreement.

ARTICLE 11 PROMOTIONS

SECTION 11.1 No position above the rank of Patrolman within the Police Division shall be filled by original appointment. Vacancies in positions above the rank of Patrolman shall be filled by promotion from among persons holding positions in a rank lower than the position to be filled. No position above the rank of Patrolman shall be filled by any person unless he has first passed a competitive written promotional examination. Promotion shall be by successive ranks so far as is practicable, and no person shall be promoted to a position in higher rank who has not served at least twelve (12) months in the next-lower rank; except that a Patrolman must have served for at least five (5) continuous years in the position of Bowling Green Police Patrolman in order to become eligible for promotion to the rank of Sergeant. No competitive promotional examination shall be held unless there are at least three (3) persons eligible and willing to compete. Should it be determined that there are fewer than three (3) persons holding positions in the rank next lower than the position to be filled, who are eligible and willing to compete, the persons holding positions in the then next-lower rank who are eligible shall be allowed to compete with the persons holding positions in the rank lower than the position to be filled. An increase in salary or other compensation of anyone holding a position in the Police Division, beyond that fixed for the rank in which such position is classified, shall be deemed a promotion, except as provided in Section 124.491 of the Revised Code of Ohio.

SECTION 11.2 If the Mayor determines that a vacancy exists in a position above the rank of Patrolman, and there is no eligibility list for such rank, the Civil Service Commission shall, within sixty (60) calendar days of such vacancy, hold a competitive written promotional examination. After such examination has been held and an eligible

list established, the Commission shall forthwith certify to the appointing officer the names of the three (3) persons receiving the highest scores. Upon such certification, the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days from the date of such certification. If there is an eligibility list, the Commission shall, where there is a vacancy, immediately certify the names of the three (3) persons having the highest scores, and the appointing authority shall appoint one of the three persons so certified within thirty (30) calendar days of the date of such certification.

SECTION 11.3 Those persons who compete in a written promotional examination in accordance with the rules of the Civil Service Commission shall have added to their grade credit for seniority. Credit for seniority shall be given as follows: one point shall be added for each of the first four (4) years of service and six-tenths (.6) of a point shall be added for each year for the next ten (10) years of service. In computing the credit for seniority half of the credit above set out shall be given for half year of service. Credit for seniority shall be based on service in the Police Division in the ranks of Patrolman and above, and the service provided for in the next succeeding paragraph.

SECTION 11.4 When service in the Police Division is interrupted by service in the Armed Forces of the United States, seniority credit shall be granted in promotional examinations for the time so served. No additional credit for military service shall be allowed in promotional examinations.

SECTION 11.5 No credit for seniority or any other reason shall be added to an applicant's grade unless the applicant achieves at least the minimum passing grade on the examination without counting such extra credit.

SECTION 11.6 After a promotional examination has been held each participant in said promotional examination shall have a period of five days, exclusive of Saturdays, Sundays, or holidays, to review the examination and to file any protest he may deem advisable, in accordance with the review procedures established by the testing agency. These protests shall be in writing and shall remain anonymous to the Commission.

SECTION 11.7 After the grading of such examination papers, any participant in the examination who deems his/her examination papers have been erroneously graded shall have the right to appeal to the Commission, and said appeal or appeals shall be heard by the Commission.

SECTION 11.8 The notice of a holding of a promotional examination for a position or positions in the Police Division shall, unless waived by all persons eligible to participate, be provided to those employees eligible to take the exam not less than thirty (30) days prior to the examination and shall contain a description of the source material from which the examination questions are prepared. Such source material shall be equally accessible to all examinees. Failure to comply with this requirement shall make void the pursuant

examination, unless all participants in the examination have voluntarily agreed to waive this requirement.

ARTICLE 12 REDUCTION IN FORCE

SECTION 12.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees of the Police Division, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay off. Upon request of the Union, the City shall conduct a labor/management conference within said 21 days to discuss proposed lay-offs.

SECTION 12.2 When it becomes necessary in the Police Division, through lack of work or funds or for other causes, to reduce the force of such Division, lay-offs shall be conducted on a classification basis as determined by the City. Employees will be laid off from the affected classification in accordance with their seniority with the employee(s) with the least seniority being laid off first. An employee laid off shall be allowed to bump less senior employees in positions for which the senior employee is qualified. When a position above the rank of Patrolman is abolished and the incumbent in that position has been permanently appointed, the officer with the least seniority within the rank of the position abolished shall be demoted to the next lower rank and the officer in the next lower ranks shall be demoted, and so on down until the person with the least seniority has been reached, who shall be laid off.

SECTION 12.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. An employee may be recalled to any position for which he is qualified. If the position he held before being laid off subsequently becomes available and if the employee has been recalled to a different position, the employee shall have first option to return to that position.

SECTION 12.4 If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently physically qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

SECTION 12.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee as shown on the

City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of reemployment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

SECTION 12.6 Employees so laid off may elect to continue medical and dental coverage in accordance with applicable law. The employee shall pay the monthly group premium rate in advance each month plus the City's actual administrative expense for the coverage.

ARTICLE 13 PERSONAL SERVICE RECORDS

SECTION 13.1 Any employee of the Police Division shall be permitted to review his personal service records (Personnel Records) and may receive a copy of any item(s) in his file at current reproduction cost. The City shall not suffer any loss of the employee's services as a result of this activity, provided the employee has obtained written authorization from his supervisor to spend work hours reviewing his personnel file. When the Union is required to represent an employee in any matter covered by this Agreement, a Union official shall be provided, upon request, copies of all necessary material from the employee's personnel file.

SECTION 13.2 Subject to approval by the State Auditor, and pursuant to Section 149.39 O.R.C., the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

1. Any reprimand shall be removed (upon the employee's written request) from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one-year period.
2. Any suspension of less than thirty (30) days shall be removed (upon the employee's written request) from the record after a period of two (2) years, providing there is no intervening disciplinary action involving a suspension during the two-year period.
3. Any suspension of thirty (30) days or more shall be removed (upon the employee's written request) from the record after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

ARTICLE 14
BULLETIN BOARDS

SECTION 14.1 The City shall allow the placement of a bulletin board in an easily accessible, agreed-upon location in the Police Division. Union notices relating to the following matters may be posted without the necessity of receiving prior approval of the Chief of Police.

1. Union recreation and social affairs.
2. Notice of Union meetings.
3. Union appointments.
4. Notice of Union elections.
5. Reports of non-political committees and independent non-political arms of the Union.
6. Non-political publications, rulings, and policies of the Union.
7. Civil Service Board and pension board publications.

SECTION 14.2 All other notices of any kind not covered in Section 14.1 must receive prior approval of the Chief of Police or his designated representative.

ARTICLE 15
LABOR/MANAGEMENT CONFERENCE

SECTION 15.1 In the interest of effective communications, either party may, not more than four (4) times yearly, unless otherwise mutually agreed, request in writing a labor/management conference. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours (8:00 a.m. - 4:00 p.m.) and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

SECTION 15.2 The purpose of such meetings shall be limited to:

1. Discuss the administration of this Agreement.
2. Notify the Union about changes made by the Employer, which affect employees.
3. Discuss grievances, which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
4. Disseminate general information of interest to the parties.

5. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.
6. Discuss ways to increase productivity or improve efficiency.
7. Consider and discuss health and safety matters relating to employees.

SECTION 15.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

ARTICLE 16 INJURY LEAVE

SECTION 16.1 In the event a covered employee is absent due to an injury or illness incurred on duty under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation laws of the state of Ohio, the employee shall be carried on the payroll of the City for the period of disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and provided further. Such period shall not exceed three (3) months.

SECTION 16.2 In order to be eligible, the employee must submit to his/her division head a completed City accident form and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury;
- (3) Indicates that the employee is unable to perform the assigned duties; and
- (4) States the employee's expected date of return-to-duty.

SECTION 16.3 In the event the Bureau of Workers' Compensation should deny the claim as not being sustained in the course of arising out of employment, disability pay charged to injury leave shall be charged to sick leave or another form of accrued but unused leave. Furthermore, whenever an employee has accumulated but unused leave time, that time shall be substituted for and counted against the employee's 12-week Family Medical Leave entitlement for that calendar year. Any paid vacation, sick leave, or personal business leave taken shall be applied against any FMLA leave entitlement. Employees will not be required to substitute compensatory time for unpaid Family Medical Leave; however, they may voluntarily elect to utilize accrued but unused compensatory time in order to remain in a paid status.

SECTION 16.4 Furthermore when an employee is on an approved "Injury Leave," whether in a paid or unpaid status, the leave shall be counted concurrently towards both "Family Medical Leave" and "Injury Leave."

SECTION 16.5 If an employee returns to work prior to the expiration of the original three (3) months specified in Section 16.1 and then is disabled at a later date due to the same injury (same Workers' Compensation Claim Number), the employee may use the unused portion of the three (3) months until such injury leave is exhausted. If the injury is different (different Workers' Compensation Claim Number) the three- (3) month period will begin again.

SECTION 16.6 At the City's discretion an employee, who is on an approved injury leave, as set forth in Section 16.1 above, may be required to work or be assigned other duties or limited (light) duty during the period of disability at the employee's regular rate of compensation provided there is medical evidence that proves that the employee is capable of performing the duties assigned. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the functions of the job assigned, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the functions of the job shall be binding on the City, the Union, and the employee.

SECTION 16.7 Employees who are injured while on duty, must as a condition of receiving injury leave, complete the appropriate paperwork for Workers' Compensation benefits according to applicable law. Employees must also complete, if applicable, wage agreements and medical releases. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City.

The employee must submit any and all temporary total compensation benefits to the City that the employee receives from the Bureau of Workers' Compensation for the period of time that the employee is receiving wages from the City for Injury Leave or any sick or other form of leave that employee elects to use as a result of the injury.

SECTION 16.8 An employee who has exhausted paid Injury Leave, as provided in this Article, may extend his/her leave for not more than one year. During the one year extension the employee must use his/her accrued but unused sick, vacation, personal business, and/or compensatory leave in order to remain in a paid status. After the leave time has run out, then the employee may finish his/her leave in an unpaid status. Any compensation received from the Bureau of Workers' Compensation must be signed over to the City during the period of time that the employee is being paid by the City. Any sick, vacation, compensatory, or personal business leave time used will be restored to the employee when the employee has returned to duty or his/her employment ceases, or the Bureau of Workers' Compensation/Industrial Commission determines the employee has reached maximum medical improvement/permanency.

If the employee continues his/her leave in an unpaid status, the employee would have the opportunity to accept any payments made by the Bureau of Workers' Compensation for his/her lost time during the period of time that the employee was not receiving wages from the City. While in such status the employee would no longer accrue any additional leave time.

SECTION 16.9 After the one year leave extension, as provided in Section 16.8, has expired, the employee must either return to duty or his/her employment may be terminated.

ARTICLE 17 GRIEVANCE PROCEDURE

SECTION 17.1 The term "grievance" shall mean an allegation by a bargaining unit member or the City 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.

SECTION 17.2 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. However, a grievance may be introduced at the level or step of origination or by mutual agreement be accelerated to any step.

Any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent by those authorized to do so. Individual members may present grievances and have them adjusted as long as the adjustment is not inconsistent with the terms of the contract and the bargaining representative has the opportunity to be present at the adjustment. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.

The Union may pursue a designated "Class Action" grievance without the necessity of gathering the signatures of all employees who may have been similarly affected.

SECTION 17.3 It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner. Every reasonable effort shall be made by both the City and the Union to affect the resolution of grievances at the earliest step possible. The aggrieved employee and the appointed Union representative responsible for the processing of grievances shall be permitted to engage in processing activities during their scheduled working hours provided that permission has been obtained from each individual's immediate supervisor and that the time required does not exceed two (2) hours of the individual's scheduled tour of duty on any one day. The two-

hour time limit shall not apply to scheduled grievance hearings. An on-duty officer shall be paid his normal wage during attendance at said meeting.

Informal Step: The aggrieved individual, with an appropriate Union representative if the former so desires, may contact his immediate supervisor and attempt to resolve the dispute orally.

Step 1: The grievant, with an appropriate Union representative if the former desires, shall formally present the alleged grievance to his immediate supervisor in writing within ten (10) work days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. The supervisor and whoever else the Police Chief deems appropriate shall investigate and provide an appropriate answer within ten (10) workdays. In the event that a grievance does not proceed beyond Step 1, it shall not be precedent setting.

Step 2: If the grievance is not resolved in Step 1, the employee, with an appropriate Union representative if the former desires, may present the grievance form and the written responses at the prior Step, to the Police Chief or his designee within five (5) work days after receiving the Step 1 reply. The Police Chief or his designee shall have five (5) work days in which to schedule a mutually agreeable date for a meeting, if they deem such necessary, with the aggrieved employee and his representative. The Police Chief or his designee shall investigate and respond to the grievant and/or Union representative within ten (10) workdays following the meeting and shall provide an information copy of the reply to the Personnel Director. In the event that a grievance does not proceed beyond Step 2, it shall not be precedent setting.

Step 3: Should the grievant still feel that the grievance has not been resolved to his satisfaction, he, along with the Union representative, if the former desires, may present the grievance form and all written responses from prior steps, to the Safety Director and Municipal Administrator within five (5) work days after receiving the Step 2 reply. The Safety Director and Municipal Administrator shall have fourteen (14) work days in which to schedule a mutually agreeable date for a meeting to discuss the grievance, if they deem such necessary, with the aggrieved employee, his representative, and the Personnel Director. The Safety Director and Municipal Administrator shall investigate and respond to the grievant and/or Union representative within ten (10) workdays following the meeting, sending an information copy of the reply to the Personnel Director. The Union may continue to process the grievance to Step 4 without the approval or participation of the grievant.

Step 4: If the decision of the City as given in the third step of the grievance procedure is not satisfactory, then the Union shall notify the City's Personnel Director, in writing, within fifteen (15) work days after the answer of the Safety Director and Municipal Administrator, that the grievance is to be submitted to arbitration. Within fifteen (15) work days after notification that a grievance is to be submitted to arbitration, the notifying party shall request the Federal Mediation and Conciliation Service (FMCS)

to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrator will be accomplished by the alternate striking of names from the list until only one name remains, with the party requesting arbitration striking first. The person whose name has been chosen shall become the arbitrator. In the event the chosen arbitrator is not reasonably available, the parties may mutually agree to use the next to last arbitrator during the striking process or request a new panel from FMCS. The arbitration shall be heard at the arbitrator's earliest mutually agreeable date. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision.

In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any on-duty City employee testifying as a witness by either side, will continue to receive his regular rate of pay while attending such a hearing, not to exceed the normal eight (8) hours.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

Copies of all written responses at Step 2 and above are to be sent to a Union officer. All grievances and appeals filed at Step 3 and above shall be sent to the Safety Director and the Municipal Administrator.

Grievance awards that specify the individual(s) to be paid and the amount shall be issued within thirty (30) working days after the award date, unless said award is appealed by either party.

SECTION 17.4 The decision of the arbitrator shall be final and binding.

SECTION 17.5 All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred
6. Description of incident giving rise to the grievance
7. Articles and Sections of Agreement violated

Section 17.6 All response times shall begin the work day following the date the indicated individual(s) received the grievance or when the aggrieved became aware that a grievance existed.

ARTICLE 18 DISCIPLINE

SECTION 18.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee of rules and regulations, as well as all statutes and ordinances applicable to employees, and make a finding by written report concerning any such alleged violation.

SECTION 18.2 An employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform assigned job duties or such off-duty conduct interferes with or diminishes the overall performance, effectiveness, or efficiency of the Police Division.

SECTION 18.3 The City reserves the right to take any appropriate disciplinary action which may include:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Removal from Overtime List;
- D. Suspension with pay;
- E. Suspension without pay;
- F. Demotion in rank;
- G. Discharge from employment.

SECTION 18.4 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, neglect of duty, neglect or abuse of equipment or apparatus, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance in office shall be cause for disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

SECTION 18.5 Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other action resulting in a loss of pay, a Board of Review hearing shall take place within fifteen (15) work days unless extended by mutual agreement. The Board of Review may be comprised as the City desires except that it may not contain members of the same bargaining unit as the charged party. The employee shall be provided written notice specifying all charges and he shall have five (5) work days from date of receipt to schedule a hearing date as provided above. Such written notice shall advise the employee of all rights afforded him by this agreement. The

employee shall have the right to waive the Board of Review hearing and appeal, as provided in Section 18.7.

SECTION 18.6 When it becomes necessary for a supervisor to reprimand an employee, it shall be done so as not to cause public embarrassment to the employee.

SECTION 18.7 Any discipline which results in a suspension of more than three (3) days, demotion, or discharge may be appealed to only one of the following: the Bowling Green Civil Service Commission, or an arbitrator as provided in Article 17, Section 17.3, Step 4 of this Agreement. Suspensions of three (3) days or less can only be appealed through the arbitration process.

ARTICLE 19 OUTSIDE EMPLOYMENT

SECTION 19.1 No employee shall accept outside employment that interferes with the employee's performance of his duties or responsibilities of his position with the City or compromises the employee's position with the City through a conflict of interest.

SECTION 19.2 All employees desiring outside employment must first submit a written request to the Chief of Police for his approval not less than three (3) calendar days before such outside employment begins. Such approval shall be granted as long as the outside employment does not create any additional cost to the City and the employee has contributed positively to the mission of the Police Division and not unless the conditions set forth in Section 19.1 are present.

SECTION 19.3 In no instance in which an employee has accepted and the Chief of Police has approved outside employment will said employee utilize the resources of the Police Division, beyond the extent to which those resources are available to a non-employee and/or the general public. A violation of this provision will result in the withdrawal of approval for such outside employment by the Chief of Police and may result in disciplinary action. Past written agreements previous to this contract shall survive and not be merged herein with respect to uniform usage during outside employment.

ARTICLE 20 VOLUNTARY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

SECTION 20.1 Any employee of the Police Division included within the scope of this Agreement may attend any conference, convention, school, seminar, workshop, or other training and educational function he desires if relating to his duty assignment or other function of municipal concern and if authorized by the Chief of Police or his designee(s).

The person shall be reimbursed for his reasonable and necessary expenses so incurred including registration fees and tuition provided proof of expenditure for such expenses is submitted along with a claim for reimbursement, and when there are sufficient unencumbered appropriated funds available to pay for such expenses. Where travel is directed, and if the person shall travel by privately owned automobile, he shall be reimbursed for the travel expense at the allowable IRS rate per mile traveled. The reimbursement shall be based upon AAA mileage charts or the actual number of miles traveled, whichever is less. The person shall also be entitled to reimbursement for other travel expenses including meals, lodging, gratuities, common carrier fees, vehicle parking, tolls, and all other reasonable expenses incident to the travel when accompanied with a receipt. The customer's copy of a credit card charge record is not a receipt within the meaning of this section; expenses incurred and charged on a credit card must be supported by an itemized receipt. No reimbursement shall be made for alcoholic beverages, personal long-distance phone calls, expenses of entertainment, or expenses incurred on behalf of any other individual for any reason.

SECTION 20.2 For those functions lasting overnight, all time spent attending the function and training or other activities required by the function shall be paid at the "special detached detail" rate of pay.

SECTION 20.3 All time spent traveling as required and approved by the Employer shall be counted as hours worked less the time required for ordinary travel between the employee's home and worksite, meal times, and break times.

SECTION 20.4 Lodging for one person authorized to travel under this section shall be allowed at a rate, which is established as the single-room rate that is current at the place of such lodging. If a room is occupied by two or more persons authorized to travel under this section, reimbursement at the single-room rate shall be for the full cost of the room on a pro-rata basis or in full to the person who pays for the room.

SECTION 20.5 If a privately owned vehicle is used on any approved trip outside the limits of this State, reimbursement shall not exceed coach airfare to the point of travel. When reimbursement for travel in lieu of airfare is claimed, no allowance will be paid for lodging or meals or other expenses that would not have been incurred in commercial air transportation. If the destination is not served by air, fare to the nearest terminal will be at the allowable IRS rate per mile traveled for round trip from that terminal city to the destination, if the employee's own car is used, or car rental expenses.

SECTION 20.6 If commercial ground transportation (bus or train) is used, reimbursement will be made for the lowest available fare and for such other reasonable costs incurred en-route when accompanied by a receipt.

SECTION 20.7 Subject to the advance approval of the Police Chief or his designee, reimbursement of expenses for courses or programs voluntarily taken for educational credit not to exceed 12 credit hours per term as part of a degree or non-degree program will be allowed provided the course or program is job related and a grade of "C" or better is earned in each course for which reimbursement is sought. Any course which is required as a condition of completion of any job-related degree program shall also be considered as job related. Education credit will only be reimbursed if they are obtained from schools or institutions of higher learning that are accredited in such a manner that their credit hours would be eligible for transfer to Bowling Green State University.

SECTION 20.8 Any educational courses or programs under Section 20.7 so reimbursed must be taken on the employee's own time and not during the hours of his normal employment.

SECTION 20.9 Payment for the estimated expenses of travel may be made in advance upon application by the traveler at least two (2) weeks prior to the scheduled date of departure and approval by the Chief of Police. Upon completion of the travel, settlement must be made with the Finance Director along with proof of all expenditures and any sum owed to the City must be paid in full within two (2) weeks of return.

SECTION 20.10 If a meal(s) is included as part of the registration/enrollment fee for the activity being attended, there will be no reimbursement for additional meal/food expenses.

ARTICLE 21
**MANDATORY ATTENDANCE AT CONFERENCES, CONVENTIONS,
SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS**

SECTION 21.1 The Police administration may require an employee to attend any conference, convention, seminar, or other training or educational function not exceeding five (5) weeks in any three (3) month period. No attendance shall be mandatory pursuant to this article if the employee will not be permitted to return to his permanent residence on weekends during any session lasting longer than fourteen (14) days.

SECTION 21.2 Reimbursement, payment, wages, and conditions of attendance shall be identical to those established herein by Article 20.

SECTION 21.3 This Article does not apply to probationary employees and their attendance at the Ohio State Highway Patrol Academy or other such training facility.

ARTICLE 22
TRADE DAYS/SHIFT HOURS/HOURS WORKED

Section 22.1 Bids will be accomplished on a straight seniority basis. Bids will be the same shift for six (6) consecutive twenty-eight (28) day periods. Management will establish a date by which all shift bids must be submitted. If the bid is not submitted by that date, the officer with the late bid will go to the bottom of the bid list for the six (6) consecutive twenty-eight (28) day period. No officer will be permitted to bid the same slot within the same calendar year. If a vacancy occurs during the six (6) consecutive twenty-eight (28) day period (e.g. detective is replaced, etc.) the incoming officer fills the slot of the outgoing officer for the remainder of the schedule. For the next bid period, the incoming officer will be placed into his/her correct position in the seniority list. Shifts will be eight (8), ten (10), or twelve (12) hours. Management will determine what constitutes a shift.

Section 22.2 During any six (6) consecutive twenty-eight (28) day bid period, Management may adjust an employee's regular work hours to cover special events and training but Management must provide the employee written notice of such change no later than fourteen (14) days before the affected work hours.

Section 22.3 One patrol officer, per shift will be permitted to take vacation or compensatory leave regardless whether it results in overtime or not. All other officers that are allowed off will be at the discretion of management. Employees must submit a request for leave on the authorized "Leave Application Form." Supervisors will complete and either approve or deny such leave requests, the Chief of Police is the final approving authority. The form will be processed through the chain-of-command. Employees have the right to ask for the reason a leave request was denied. The only exception to the leave approval will be for special events, training, anticipated civil disturbances or emergency situations. Employees will not be required to explain the reason why they are requesting vacation or compensatory leave.

Section 22.4 Employees will be allowed to trade assigned shifts with other qualified employees of the same classification when such a trade does not interfere with the operations of the Police Division or create additional cost to the City. An employee who has approved leave time is ineligible for any trade during the approved leave.

Section 22.5 The Communications Section will work on a continual basis as follows: The shifts will be eight (8) or ten (10) hours long and last a period of twenty-eight (28) days. Dispatchers will rotate through the Records Section then continue rotating through the Dispatch Section with two (2) day shifts of 7a-3p, two (2) afternoon shifts of 3p-11p, two (2) midnight shifts of 11p-7a and two (2) swing shifts which vary to cover scheduled days off. There will be one (1) Dispatcher primarily assigned to cover Parking duties and there will be one (1) Dispatcher primarily assigned to cover Records, either of whom can be assigned as necessary to cover a day shift vacancy. The Services Bureau Commander

may adjust this schedule based upon the operational needs of the Division, consistent with the other provisions of this Agreement.

Section 22.6. Agency personnel will be required to “flex” their work schedule to provide for special events, training, and community policing programs with a written or verbal notice of at least fourteen (14) calendar days prior to an event.

1. If less than fourteen (14) calendar days notice is provided, an employee will be paid overtime or allowed to bank compensatory time for the hours worked that exceed their eighty (80) hour biweekly schedule.
2. It will be the goal of supervision to avoid calling in employees, who are on scheduled “days off” for purposes of participating in community policing programs. Employees who are “required” to participate on their scheduled days off will be paid their overtime pay or allowed to bank compensatory leave.
3. If an employee is provided at least fourteen (14) calendar days advance notice of a community policing program that falls on his/her scheduled “day off,” and he/she accepts the assignment voluntarily, then his/her schedule will be “flexed” to accommodate the special programming.
4. Employees will be given an opportunity to offer their opinion as to when they would like to “flex” their hours during an 80 hour pay period. However, it is understood by both parties that an Officer may not get the exact time period they want because of minimum staffing requirements.
5. Employees attending non-mandatory training or working specialized assignments (e.g. DARE, Investigations, SRT, Drug Task Force), will be required to “flex” their hours within the same pay period, unless otherwise approved by a Bureau Commander. The flexing of these hours will be consistent with Section 22.5 (4) above. SRT members, who are dispatched for an emergency call, may elect to receive comp time in lieu of flexing their hours for the emergency call.

Employees attending division mandated training outside their regular work schedule will be compensated at the overtime rate or allowed to bank compensatory time for the hours worked that exceed their eighty (80) or forty (40) hour work schedule, except as otherwise stated in Section 20.1 of this Agreement.

Section 22.7. The Animal Control Officer will typically be assigned to work 8a-4p Monday through Friday, and the Parking Technicians will typically be assigned to work 9a-5p Monday through Friday. The Services Bureau Commander may adjust this schedule based on the operational needs of the Division, consistent with the other provisions of this Agreement.

ARTICLE 23
UNEMPLOYMENT COMPENSATION

Section 23.1 Employees of the Police Division shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

ARTICLE 24
PENSION FUND PROVISION

Section 24.1 Employees of the Police Division shall be provided coverage under either the Ohio Police & Fire Pension Fund or the Ohio Public Employees Retirement System as is appropriate to the extent required by the Revised Code of Ohio.

ARTICLE 25
DEFERRED COMPENSATION PROGRAMS

Section 25.1 The City will provide the opportunity for employees to participate in deferred compensation programs(s) and extends to all eligible BGPPA members the opportunity to join the programs.

Section 25.2 The Finance Director is authorized to execute an agreement on terms and conditions, which agreement shall authorize the Board to offer the program to all eligible Police Division employees and thereafter to administer the program of behalf of the employees.

ARTICLE 26
FALSE ARREST/LIABILITY INSURANCE

Section 26.1 If permissible by law, the City will provide a defense to any duty related claim at no cost to the employee and will pay any judgment rendered against a regular full-time police officer, parking technician, dispatcher, records clerk, and/or animal control office as a result of errors and acts of omission or commission occurring in the performance of his duties as an employee of the City of Bowling Green and while acting in good faith to comply with Division policies and procedures.

**ARTICLE 27
OPERATORS INSURANCE**

SECTION 27.1 Liability insurance for bodily and property damage for operators of Police Division motor vehicles and equipment shall be provided by the City at no cost to the employee.

**ARTICLE 28
VACATIONS**

Section 28.1 Each full-time Police Division employee included within the scope of this Agreement shall earn vacation leave according to the number of year of service as follows:

Length of Service	Annual	Accrual Rate Per Pay Period	Maximum Accrual
Under one Year	29.9 hrs	1.15 hrs	29.9 hrs
1 to 5 years	136.5 hrs	5.25 hrs	240 hrs
6 to 10 years	175.5 hrs	6.75 hrs	360 hrs
11 to 15 years	217.10 hrs	8.35 hrs	480 hrs
16 to 20 years	236.6 hrs	9.10 hrs	480 hrs
Over 20 Years	256.10 hrs	9.85 hrs	600 hrs
Over 25 Years	276.9 hrs	10.65 hrs	660 hrs

Section 28.2 Effective December 28, 2009, during an employee's first year of employment, he/she shall accrue and be entitled to use only the vacation accrual of 1.15 hours per pay period. Upon completion of the first year of service with the City, 106 hours of vacation will be credited to the employee's vacation accrual account and may be expended during the following year.

Section 28.3 All full-time Police Division employees with prior full-time public service in the State of Ohio may, upon certification of such service, count their prior full-time service time in computing their total length of service, as provided in the vacation schedule in Section 28.1 above, except such prior public service shall not be considered in the vacation accrual until the employ has completed his/her first year of service with the City of Bowling Green as a full-time employee.

Section 28.4 Vacation shall accrue and be credited each biweekly pay period at the rates provided in Section 28.1, above, based on the total length of service completed. An employee eligible for an increase in his accrual rate will begin accruing at the higher rate the first biweekly pay period following completion of the required length of service.

Section 28.5 Vacation shall be scheduled throughout the year. Requests for the use of vacation leave must receive the advance approval of the employee's immediate supervisor and the Chief of Police. Vacations may be taken so as to abut holidays or compensatory leave days. The minimum vacation time shall not be less than one hour and cannot be granted for less than hourly increments.

Section 28.6 Unless waived by the Chief of Police or his designee, requests for vacation shall be submitted to the employee's supervisor not later than three (3) calendar days prior to the first day of vacation, except that requests for vacation leave of ten (10) hours or less can be granted by the employee's immediate supervisor without the requirement for the advance notification.

Section 28.7 Vacation pay shall be computed on the basis of a regular 40-hour work week at the applicable regular straight time rate of pay.

Section 28.8 Vacation leave is earned only during the time an employee is on active, full-time status and is not earned while an employee is on a form of unpaid leave of absence.

Section 28.9 Upon separation from City employment, an employee shall be entitled to compensation at his then current straight time rate of pay for all accrued and unused vacation leave to her/her credit. If this separation is by death, payment shall be made to the employee's spouse or other beneficiary as provided by statute.

Section 28.10 For vacation purposes, years of service with the City shall be determined by the total number of years worked for the City and shall include military leaves of absence and other paid leaves of absence. If an employee's service has been interrupted through no fault of the employee, such as lay-off, the employee's total service shall include the periods both before and after the interruptions, but shall not include the interruption period itself.

Section 28.11 An employee may request an advance of five days pay at the time of the employee's vacation. The request must be made to the City's payroll clerk at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each year and is contingent upon the employee having worked in the applicable biweekly pay period in an amount sufficient to be entitled to the advance pay requested.

Section 28.12 If a request for vacation leave is denied and as a result of such denial, the employee will lose the vacation time pursuant to Section 28.1 (Maximum Accrual), the employee shall be paid his regular straight-line hourly rate instead.

Section 28.13 Vacation leave shall be considered hours worked for purposes of computing overtime.

ARTICLE 29 HOLIDAY PAY

Section 29.1 Holidays or the days set apart for their observance shall be as follows:

1. First day of January
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. Fourth day of July
6. First Monday in September
7. Second Monday in October
8. Eleventh day of November
9. Fourth Thursday in November
10. Twenty-fifth day of December

Section 29.2 In the event that any of the above holidays falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the above holidays falls on a Sunday, the Monday immediately following shall be observed as the holiday. However, the first day of January, the fourth day of July, eleventh day of November and the twenty-fifth day of December shall be observed on the day on which the holiday falls.

Section 29.3 On each of the holidays listed in Section 29.1 of this Article, all Police Division employees included within the scope of this Agreement shall be paid eight (8) hours, for employees normally scheduled ten (10) hours, ten (10) hours of holiday pay at their regular straight-time rate of pay, or for employees normally scheduled twelve (12) hours, twelve (12) hours of holiday pay at their regular straight-time rate of pay.

Section 29.4 The hours credited in Section 29.3 for holidays shall only be counted as hours worked in computing entitlement to overtime pay if the employee actually works during the pay week that the holiday occurs. Overtime resulting from either being off on a holiday or working on a holiday cannot be banked as compensatory time.

Section 29.5 Employees of the Police Division who work on any of the holidays listed in Section 29.1 of this Article shall be paid for the first eight (8), ten (10), or twelve (12) hours worked, depending upon the schedule to which they are assigned, or any portion thereof at twice the regular straight time rates of pay. Any employee who works more than the scheduled eight (8), ten (10), or twelve (12) hours, depending upon the schedule to which he/she is assigned, shall be paid for those hours in excess of eight (8), ten (10),

or twelve (12) hours at two and one-half (2 ½) times their regular straight-time rates of pay, and the hours worked upon a holiday in excess of eight (8), ten (10), or twelve (12) hours shall not be counted in computing entitlement to overtime pay.

Section 29.6 The eight (8), ten (10), or twelve (12) regularly scheduled hours actually worked on a holiday shall be included in the total hours worked in computing overtime.

Section 29.7 Days designated as holidays shall not be charged to vacation leave. An employee desiring a holiday off shall submit a request to this immediate supervisor for approval. Such approval shall be dependent upon the operational requirements of the Police Division.

ARTICLE 30 LIFE INSURANCE PROVIDED

SECTION 30.1 The City shall provide group term life insurance in the amount of \$25,000 to all regular full-time employees of the Police Division. In the case of accidental death, the coverage shall be in the amount of \$50,000. There shall be no contribution by an employee for this coverage.

ARTICLE 31 COMPREHENSIVE MEDICAL AND DENTAL COVERAGE

Section 31.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of \$1,000,000.00 per participant.

Section 31.2 The City shall provide single dental insurance and shall make available dependent coverage. The employee shall pay the additional cost for dependent dental coverage.

Section 31.3 Employees shall pay ten percent (10%) of the City's total monthly premium cost for medical and single dental insurance.

Section 31.4 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lesson premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications. During the life of this contract, the offered medical and dental plan terms for this bargaining unit shall be equal to the terms for all other City employees.

ARTICLE 32
PERSONAL BUSINESS LEAVE

Section 32.1 Effective with the start of payroll year 2010, which commenced on December 29, 2009, all employees covered under this Agreement were no longer eligible for Personal Business Leave. Effective December 28, 2009 thirty (30) hours of Personal Business Leave addressed was rolled into vacation accrual at the bi-weekly rate of 1.15 hours.

ARTICLE 33
FUNERAL/BEREAVEMENT LEAVE

SECTION 33.1 Each regular full-time employee of the Police Division shall be granted up to three days funeral/bereavement leave per occurrence not to exceed six (6) days in each calendar year if time off is required to arrange for or attend to estate matters or the funeral of a member of the employee's immediate family. Employees working an eight- (8) hour shift, the amount will be twenty-four (24) hours per occurrence, forty-eight (48) hours per year. Employees working a ten- (10) hour shift, the amount will be thirty (30) hours per occurrence, sixty (60) hours per year. Employees working a twelve- (12) hour shift, the amount will be thirty (36) hours per occurrence, seventy-two (72) hours per year. "Immediate family" for the purpose of this section shall include husbands, wives, children, parents, grandchildren, grandparents, great-grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, and persons acting or who have acted, in loco parentis to the employee. The term "children," as used in this Article, shall include foster children residing in the employee's household at the time of the death, natural children, adopted children and step-children.

SECTION 33.2 The minimum time of request and approval shall not be less than one (1) hour and cannot be granted in less than hourly increments. Funeral/bereavement leave may only be used for the purpose intended.

SECTION 33.3 Funeral/bereavement leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 34
CIVIL LEAVE/MILITARY LEAVE

All regular full-time employees of the Police Division shall be granted, upon written request from the employee, civic leave as follows:

SECTION 34.1 An employee called for jury duty or subpoenaed as a witness in the course of his employment shall be paid for the period of jury or witness service. An employee must present verification of:

1. His call to jury duty or witness duty;
2. If a witness, that his testimony was within the scope of his employment for the City and not of a personal nature and;
3. Turn in the amount received as a jury or witness fee, providing the amount does not exceed the wages paid by the City, to the City Finance Director;
4. Any hours credited as military, jury, or witness duty shall be counted as hours worked in computing entitlement to overtime.

SECTION 34.1(B) An employee appearing in court on behalf of the City for a period of less than two hours, when the employee is not on duty, shall be compensated not less than two hours, providing such hours do not overlap with regular assigned hours of work, and such hours shall count toward entitlement to overtime.

SECTION 34.2 An employee who is required to appear in court for reasons outside the scope of his employment shall be granted vacation time or an excused absence (non-paid) provided that:

1. Documentation is provided in the form of a subpoena or a letter from a participating attorney or;
2. The request for an excused absence (non-paid) or vacation time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

SECTION 34.3 All full-time employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be granted up to thirty-one (31) calendar days each year not to exceed 252 hours of pay per year at such employee's regular hourly rate of pay for such time as he is in the military service, on field training, or active service, and is absent from work.

SECTION 34.4 The first 176 hours of military pay shall be paid in accordance with Section 5923 of the Ohio Revised Code. Such leave shall be granted without loss of pay or benefits as would normally be provided.

SECTION 34.5 The language in this Section shall serve to establish the methodology by which military pay reimbursement will be handled by the City when Police personnel are required to attend military training and/or other military requirements whether in an active duty status or inactive duty status beyond the 176 annual hours outlined above. Immediately upon receipt of military pay, the employee shall notify the Finance Director of the amount of gross military pay received. The employee's wages for the following payroll period shall be reduced by the amount due the City, in a manner as prescribed by

the Finance Director. Reduction of wages shall not exceed the amount of military leave paid by the City. Any hours credited, as military leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 35 SICK LEAVE

Section 35.1 Each full-time Police Division employee included within the scope of this agreement shall be entitled for each completed 80 regular straight time hours of service to sick leave of 4.6 hours, not to exceed fifteen (15) normal work days per calendar year.

Section 35.2 An employee may use accumulated, but unused, sick leave upon proper approval of the Police Chief for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave eligible for Family and Medical Leave, and for illness, injury or death in the employee's immediate family. However, the minimum time requested and approved shall not be less than one-quarter (1/4) hour and cannot be granted in less than quarter (1/4) hour increments. "Immediate Family" as used herein includes husbands, wives, children, parents, grandchildren, grandparents, brothers, sisters, mothers-in-law, fathers-in-law, and persons acting, or who have acted, in loco parentis to the employee. The term (children), as used this Article, shall include foster children residing in the employee's household, minor children residing in the employee's home for whom the employee has temporary or legal custody through the Court system, natural children, adopted children and step-children. The authority to use sick leave due to the death in the employee's immediate family is in addition to the funeral/bereavement leave provided elsewhere in this Agreement.

Section 35.3 Unused sick leave shall be accumulative without limit. An employee who transfers from a public agency in this State shall be credited with the unused balance of the employee's accumulated but unused sick leave.

Section 35.4 The Police Chief shall require an employee to furnish a satisfactory written and signed statement (prepared by the employee) to justify the use of sick leave. Statements, after being approved by the Police Chief, shall be maintained by the City for at least one (1) year. The employee shall provide a physician's statement, submit to a medical examination, or other inquiry which the Employer deems necessary to verify the use of sick leave. If there is a charge made, the Employer or its insurer shall be responsible for its payment. The physician's statement, if required by the Employer, shall state the nature of the employee's illness or that the employee was required to care for a family member to justify the use of sick leave. A physician's statement may be required to verify the employee's ability to return to work. A physician's statement may also be required at the discretion of the Personnel Director in the following cases:

1. Repeated one- or two-day absences;

2. Multiple absences on a single day or other pattern uses of sick leave.

Falsification of either a written, signed statement or a physician's certification shall be grounds for disciplinary action, including dismissal. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour prior to the time he is scheduled to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 35.5 This section shall be administered uniformly to all employees of the Police Division. No sick leave may be granted to any employee upon or after the employee's retirement.

Section 35.6 Sick leave shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 36 COMPENSATORY TIME

Section 36.1 Any employee of the Police Division may elect to take compensatory time off in place of overtime pay.

Section 36.2 If an employee elects to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request the compensatory time using the payroll sheet. Requests to accumulate compensatory time must be documented on the employee's payroll sheet no later than the day on which the overtime was worked; otherwise the employee will be paid for the overtime.

Section 36.3 No employee may accumulate more than eighty (80) hours of unused compensatory time credit at any one time.

Section 36.4 Authority for the granting of compensatory time off in lieu of overtime pay rests with the Chief of Police or his designee. An request for compensatory time in which the request is for more time than the employee has accumulated but unused or in which the eighty (80) hour accumulation limit has been reached cannot be approved.

Section 36.5 Compensatory time shall be accumulated at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. Employees whose employment is terminated for any reason are entitled to compensation for any accumulated but unused compensatory time not to exceed eight (80) hours. The rate of compensation for each compensatory time hour in this situation shall be the greater of:

1. The average regular rate for the last three years of employment;

2. The regular rate in effect for the employee at the time of separation.

Section 36.6 Compensatory time shall only be granted for overtime work, which was required and approved by the appropriate supervisor.

Section 36.7 The Finance Director shall determine the appropriate entries to be made upon payroll records for recording compensatory time.

Section 36.8 Compensatory time shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 37 MAINTENANCE OF SICK LEAVE AND VACATION RECORDS

SECTION 37.1 A permanent record of sick leave including sick leave accumulated and sick leave used shall be maintained by the City for all employees covered by this Agreement.

SECTION 37.2 A permanent record of vacation information, including years of service for vacation credit accumulated and used, shall be maintained by the City for all employees covered by this Agreement.

SECTION 37.3 Other records of leave including compensatory time, civic leave, and funeral/bereavement leave shall be maintained by the City for all employees covered by this Agreement.

SECTION 37.4 Necessary and accurate information relative to leave requests shall be forwarded to the payroll clerk by the time payroll is processed on a weekly basis.

ARTICLE 38 PARKING PROVISIONS

SECTION 38.1 The City shall provide for each employee, at no cost to the employee, parking privileges when working.

ARTICLE 39 WORK HOURS AND OVERTIME PAY

Section 39.1 The normal work period shall be a seven (7) day cycle for civilian personnel. Base hours for the period from Monday through Sunday shall amount to forty (40) hours. The employee work schedule will be assigned by the appropriate Bureau Commander or his designee, in accordance with the other provisions of this Agreement.

Section 39.2 The normal work period for sworn Police Officers shall be a fourteen (14) consecutive day cycle. Base hours within the prescribed work period shall be 80 hours. The employee work schedule will be assigned by the appropriate Bureau Commander or his designee, in accordance with the other provisions of this Agreement.

Section 39.3 Two Dispatch/Records personnel shall be on duty at all times. Where a Dispatcher is required to be on station for more than eight (8) hours consecutively, he/she will be permitted to take a break from his/her duties as work permits and within parameters established by management.

Section 39.4 Overtime required to be filled as a result of the mandatory overtime process will follow the mandatory format established, based upon seniority. See Addendum for Dispatch Overtime Procedures.

Section 39.5 Employees shall be paid one and one-half times (1 ½) their regular straight-cycle hourly rate of pay for all hours worked in excess of their normal work period. Mandatory assignments outside an employee's normal work cycle shall be paid at one and one half (1 ½) times the employee's straight-time hourly rate.

Section 39.6 There shall be no pyramiding of overtime or premium pay for the same hours.

Section 39.7 Shift differential shall be added to the base hourly rate of an employee in computing his overtime rate.

Section 39.8 Management will have the option to change shifts to eight (8), ten (10), or twelve (12) hours with fourteen (14) day's notice of pending change to the Union. For purposes of scheduling Dispatchers, the six (6) p.m. to four (4) a.m. shift, or its comparable, will be considered a midnight shift as it relates to minimum staffing levels and leave requests.

ARTICLE 40 UNIFORM/CLOTHING

Section 40.1 A uniform/clothing allowance of up to \$600.00 per calendar year shall be paid by the City for members of the Police Division except Police Division Dispatch, Animal Control Officer, and Parking Services Technician who shall be paid a uniform/clothing allowance of up to \$450.00. These funds become available for use on January 1st each year and will be placed into a uniform/clothing allow ante which will be administered by the City.

Section 40.2 A complete initial issue of all appropriate uniforms and equipment shall be provided by the City to each employee of the Police Division upon initial employment and prior to the completion of the probationary period. Employees on probationary status

shall not be authorized an additional uniform/clothing allowance, as provided in Section 40.1, until they have completed their probationary period.

Section 40.3 Upon completion of the probation period and prior to the beginning of the next calendar year, the annual allowance, as provided in Section 40.1, will be prorated. The calculation will be made by counting the remaining months in the current year which includes the month probation was completed and multiplying by \$50 for members of the Police Division, or \$37.50 for Dispatch , Animal Control Officer and Parking Services Technician.

Section 40.4 In all instances in which uniforms or other specific styles of clothing are required, the cleaning and laundering of such uniforms and clothing shall be proved and paid for by the City.

Section 40.5 Purchases shall be in accordance with City and Police Division purchasing policies. All clothing allowance purchases and invoicing must be completed prior to October 31st, of the applicable year.

Section 40.6 When the City provides a covered employee's apparel, the value may be considered a taxable fringe benefit by the IRS. If the item is deemed an eligible taxable fringe benefit, the item and its cost will appear on the employee's annual W-2.

ARTICLE 41 SEVERANCE PAY

SECTION 41.1 Upon separation employees shall be paid for all accumulated but unused and unpaid vacation, compensatory time, regular pay, and overtime pay due and owed them, as of their last date of employment. Upon retirement, accumulated but unused sick leave shall be paid as provided elsewhere within this Agreement.

SECTION 41.2 In the case of death, the above payments shall be made to the employee's spouse or other beneficiary as provided by statute.

SECTION 41.3 Upon separation and presentation of purchase documentation by the City, employees shall surrender all property purchased with City funds.

SECTION 41.4 Employees, who retire from the City of Bowling Green, shall be entitled to receive 25% of their accrued but unused sick leave. Retirement means that the individual would be qualified for immediate receipt of retirement benefits from the Ohio Police and Firefighters Disability and Pension Fund or the Public Employees Retirement System of Ohio (PERS) at the time of his/her separation from service with the City of Bowling Green.

SECTION 41.5 Any employee killed in the line of duty shall have 100% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

SECTION 41.6 The above amounts, at the City's option, may be paid out in installments as outlined below:

- A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.
- B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.
- C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

**ARTICLE 42
WAGES**

SECTION 42.1 The following salary schedule is established for the members of the Bowling Green Police Patrolman's Association effective 12:01 a.m., June 18, 2011.

SECTION 42.2 All Police Division employees shall be paid on a biweekly basis.

SECTION 42.3 The biweekly compensation for all members of the bargaining unit shall be based on the number of hours actually worked during the biweekly pay period. The hourly rate of compensation shall be based on the hourly (H) rate falling within the pay range schedule listed in Section 42.4 below, according to the employee's classification and number of years in such position, except as provided elsewhere in this Article.

SECTION 42.4

Salary Schedule (Base Hourly Rate):

	6/18/2011	6/18/2012	6/18/2013
Police Officer			
Step 1	\$22.11	\$22.11	\$22.11
Step 2	\$23.60	\$23.60	\$23.60
Step 3	\$25.07	\$25.07	\$25.07
Step 4	\$26.53	\$26.53	\$26.53
*Step 4SPC	\$26.73	\$26.86	\$26.86
Step 5 - AFTER 6 YRS	\$27.84	\$27.98	\$27.98
Step 6 - AFTER 13 YRS	\$28.37	\$28.51	\$28.51

(*For those personnel not eligible for a step pay adjustment from Step 4 to Step 5.)

	6/18/2011	6/18/2012	6/18/2013
Dispatcher			
Step 1	\$19.12	\$19.12	\$19.12
Step 2	\$20.39	\$20.39	\$20.39
Step 3	\$21.64	\$21.64	\$21.64
Step 4	\$22.91	\$22.91	\$22.91
*Step 4SPD	\$23.08	\$23.20	\$23.20
Step 5 - AFTER 6 YRS	\$24.10	\$24.22	\$24.22
Step 6 - AFTER 14 YRS	\$24.65	\$24.77	\$24.77

(*For those personnel not eligible for a step pay adjustment from Step 4 to Step 5.)

	6/18/2011	6/18/2012	6/18/2013
Parking Services Tech			
Civilian ACO			
Step 1	14.99	14.99	14.99
Step 2	16.16	16.16	16.16
Step 3	17.28	17.28	17.28
Step 4	18.41	18.41	18.41
Step 5	19.58	19.58	19.58
Step 6	20.69	20.69	20.69
Step 7 - AFTER 6 YRS	21.81	21.92	21.92
Step 8 - AFTER 14 YRS	22.37	22.48	22.48

SECTION 42.5 Employees hired after June 18, 2011, shall be hired at the first step of the pay range for his/her classification. New hires shall serve a one-year probationary period regardless of his/her placement in the pay steps.

Where years of service are required to determine the step, length of service will be based on the employee's most recent date of hire. Employees eligible for step pay adjustments will not receive step pay adjustments on their own anniversary dates, but instead will receive them upon the contract anniversary dates of June 18, 2011; June 18, 2012; and June 18, 2013. No further step movement shall occur during the life of this contract.

SECTION 42.6 Those personnel, who would not have been eligible for a step adjustment from Step 4 to 5 in 2011, and/or 2012 will be placed in a new temporary Step 4SPC or 4SPD, until such time as they progress to Step 5 of the appropriate pay scale in accordance with step movement as outlined in Section 42.5 above.

SECTION 42.7 The annual salary increases listed above in Section 42.4 above shall become effective June 18, 2011.

SECTION 42.8 An employee who is reclassified into a higher pay range as a result of a promotion shall be placed at a pay step within the appropriate pay range which provides a wage increase of at least four (4) percent.

SECTION 42.9 Whenever an employee requests and is granted a voluntary demotion, or whenever an employee is laid off due to lack of funds or lack of work in one classification and is entitled to a demotion to a lower classification where he previously held permanent status, the pay rate of the employee shall be reduced to a pay rate within the lower grade nearest his current hourly rate.

An employee demoted for disciplinary reasons shall be reduced to the same pay step within the lower pay range as he held in the higher classification.

SECTION 42.10 Effective February 9, 2009, when a shift has a vacancy of a supervisor (Sgt. or above) for a period of more than four (4) consecutive hours on any given day, the officer serving as the Senior Officer will receive compensation of an additional one dollar (\$1) per hour for each hour that he/she serves in the Senior Officer capacity. This Senior Officer compensation is applicable to the Patrol Section only.

SECTION 42.11 In all three years, if non-bargaining personnel receive a base pay adjustment greater than the base pay adjustment afforded the bargaining unit in the same year, bargaining unit personnel who did not receive a step increase in that year will receive an additional amount to equal the percent increase received by the non-bargaining personnel. However, if non-bargaining personnel receive lump sum payments in 2011 or 2012, then Police personnel will not receive any additional pay adjustment. If non-bargaining personnel receive a lump sum payment in year three of the contract, then those Police personnel, who are not eligible for step pay adjustments effective June 18, 2013, will receive an equal amount at the same time.

ARTICLE 43 COMPENSATION FOR SPECIAL DETAILS

SECTION 43.1 Employees of the Police Division who are included within the scope of this Agreement will be compensated at the rate of \$1.00 per hour in addition to their regular hourly (H) rate of compensation when such employees are assigned to a special detached detail, as determined by the Police Chief.

ARTICLE 44 MEDICAL EXAMINATIONS

SECTION 44.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a

doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of his/her job classification, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

ARTICLE 45 SHIFT AND WEEKEND DIFFERENTIAL

SECTION 45.1 Additional compensation for shift differential shall be paid by the City in accordance with the following:

Full-time employees of the Police Division shall receive, in addition to other compensation, the sum of forty (40) cents per hour for each hour worked on a regularly scheduled second or afternoon shift; the sum of forty (40) cents per hour for each hour worked on a regularly scheduled third or midnight shift. Additional compensation of forty (40) cents per hour shall be paid for all regularly scheduled hours worked during a weekend.

SECTION 45.2 Such additional shift and weekend differential compensation shall only be paid for those hours which the employee actually works and will not be paid for any hours while the employee is on any form of leave.

SECTION 45.3 Such additional shift differential compensation shall not be paid to Police Division employees who work during the above-described shifts as a result of their acceptance of overtime, nor shall such additional compensation be paid for any hours worked beyond the employee's regularly scheduled shift.

ARTICLE 46 ACTING TIME

SECTION 46.1 When the Chief of Police or his designee determines it is necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds for periods of more than five (5) days, such employee shall be paid the minimum pay rate of the higher classification, or at a pay rate which is four percent (4%) greater than the employee's current pay rate, whichever is greater.

SECTION 46.2 The employee so assigned must be assigned to and perform functions that are normally performed by an occupant of the higher classification in order to receive the higher compensation.

SECTION 46.3 An employee may refuse this assignment provided the employee so indicated prior to beginning the shift.

SECTION 46.4 The appointment of the acting supervisor shall be from a list of officers meeting the following criteria.

- A. 3 years as a police officer with the City of Bowling Green.
- B. No disciplinary action involving a suspension in the prior 12 months.
- C. Recommendation of the patrol supervisors.

Officers agreeing to become acting supervisors agree to attend a first time supervisor school.

When there are two or more qualified officers on duty, the Chief shall appoint the senior officer.

ARTICLE 47 DISTRIBUTION OF CONTRACT

SECTION 47.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to every employee within the Police Division included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of the Police Division after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of employment.

SECTION 47.2 A table of contents with page references shall be included at the front of the Agreement when provided to the employees.

ARTICLE 48 SAVINGS CLAUSE

SECTION 48.1 Any subject addressed in this Agreement supersedes and replaces all pertinent statutes, resolutions, rules, and regulations on that subject over which it has authority to supersede and replace. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 48.2 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to bargain collectively over alternative language on the same subject.

**ARTICLE 49
NO STRIKE CLAUSE**

SECTION 49.1 The parties recognize that O.R.C. Section 4117.01 et seq. apply to their relationship and this Agreement. No member of the bargaining unit shall be required to perform any job duty of any City employee whose bargaining unit is engaged in a lawful strike action.

**ARTICLE 50
UNION LEAVE**

SECTION 50.1 One Union officer or designee, at the discretion of the Chief of Police or his designee, may be granted at least three days each year off with pay for the purpose of attending Union conventions or other similar Union functions. Such approval shall not be unreasonably withheld. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates, nor will it constitute a break in service.

SECTION 50.2 Not more than three (3) elected union officers may flex their regular shift assignments in order to participate in scheduled contract negotiations meetings with the City. Flexing of schedules may be done, only if it does not result in overtime to the City.

**ARTICLE 51
WAIVER IN CASE OF EMERGENCY**

SECTION 51.1 The City shall be permitted to waive any provisions of this Agreement restricting management's right to utilize personnel in order to function effectively under declared conditions of emergency. Time limits for the Employer's or the Union's replies on grievances shall also be temporarily suspended during any declared emergency.

SECTION 51.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 52
ZIPPER CLAUSE**

SECTION 52.1 Any right arising under the terms of the newly negotiated agreement shall not be applicable to any situation occurring prior to the effective date of that agreement.

SECTION 52.2 In the absence of a Union waiver of its right to bargain over a particular issue, the parties hereto recognize and agree that nothing within this Agreement shall be construed to abridge, delete, or eliminate the right and/or obligation of either to bargain collectively on matters affecting wages, hours, terms, or conditions of employment made "mandatory subjects" of bargaining pursuant to O.R.C. 4117.11(A)(5), 4117.01(G), 4117.03(A), and 4117.08(A).

**ARTICLE 53
PHYSICAL FITNESS**

SECTION 53.1 The parties agree that the Cooper Institute for Aerobic Research (CIAR) fitness tests and standards for law enforcement will be utilized to test the fitness levels of the sworn police officers covered by this agreement commencing in 1998.

SECTION 53.2 The Departmental Fitness Test will consist of two components: 1) the mandatory component; and 2) the incentive component. Both will comply with the most current CIAR standards governing that respective component. The mandatory component will be scored using Absolute Standards (pass/fail single cut points). The incentive component, which is VOLUNTARY, will be based on cumulative percentages with monetary rewards assigned to each percent bracket. Eligible employees can only receive incentive pay once per year, and can only receive incentive pay for the year during which the test was taken. Listed below are those brackets and their corresponding incentive pay.

SCORE	INCENTIVE PAY
70%-79%	\$600.00
80%-89%	\$800.00
90%-99%	\$1000.00

Employees will have an opportunity to delay their incentive pay each year in order that a one-time lump sum payment can be made to the deferred compensation programs (457 plan) that they are participating. Employees must elect in writing whether to defer the incentive payment at the time they undertake the fitness test. Employees will then be responsible for making appropriate contact with the deferred compensation plan in order to arrange for the one-time deferral. Upon proper notification from the 457 plan, the one-time deferral to the 457 will be made by the City's Payroll Clerk. For those personnel who elect to take the incentive pay instead of deferring to a 457 plan, the City will include

the incentive pay as part of a regular payroll process instead of making a separate payroll deposit.

SECTION 53.3 The parties agree that the physical fitness requirements set forth below govern all sworn personnel.

A. Physical fitness for Sworn Personnel.

1. Sworn personnel shall be required to maintain a level of physical fitness that will allow them to effectively perform their assigned duties. Officers shall be required to demonstrate their level of fitness through a testing procedure that is: a) Scientifically Valid and b) Job Related.
2. All sworn personnel shall be required to demonstrate their level of fitness during an annual physical fitness test. Annual testing will occur during the month of March or April of each year, as designated by the Chief of Police. This test will comply with the standards set for the by the Cooper Institute of Aerobic Research (CIAR) protocols for law enforcement. This test will be monitored by officers of the division that have been assigned to that duty by the Chief of Police.
3. All sworn personnel are expected to maintain a level of physical fitness that will allow them to pass this physical fitness test. The testing shall be conducted on an annual basis and any personnel who successfully pass the test will not be tested again until the next scheduled annual test. All sworn personnel will be expected to maintain fitness at the 50% level for the mandatory component at all times. Sworn personnel who have not taken or passed the annual physical fitness test and who have been off duty due to illness or injury will be required to submit to annual fitness testing prior to resuming their normal duties.
4. Personnel who do not pass the mandatory portion of the fitness test shall be required to be re-tested on a monthly basis and shall be required to demonstrate that their level of physical fitness is progressing towards the minimum standards of physical fitness established by the division. As long as the individual shows improvement at each re-test there will not be any disciplinary action taken against that officer.
5. Individuals not passing the mandatory component shall not be permitted to participate in the incentive component of the test. If they pass the mandatory component on the first, second, or third monthly re-test then they will be eligible to participate in the incentive component with 75% monetary rewards maximum. If they pass the fourth, fifth, or sixth monthly re-test then they are eligible for incentive testing with 50% monetary rewards maximum. If they pass the seventh, eighth, or ninth

monthly re-test then they are eligible for 25% monetary rewards maximum.

6. Personnel who are excused from the mandatory component of the annual fitness test by a doctor will not be allowed to participate in the incentive component of the fitness test. Once cleared by their doctor, those officers will be tested in accordance with sub-sections 4 and 5 listed above.
 7. Personnel who are excused, by a doctor, from any individual events in the mandatory component are still eligible to participate in the incentive component of the test, provided they pass the remaining mandatory events.
 8. Personnel who do not show improvement on the monthly re-tests shall be afforded the opportunity to consult with an expert in the field of physical fitness, chosen by the division, and paid for by the division.
 9. Failure to show improvement on each monthly re-test shall not result in discipline exceeding a 30-day suspension without pay. The discipline administered for an individual's failure to show improvement on monthly re-tests shall be progressive in nature.
 10. Individuals who receive a maximum score on the incentive component of the test shall receive a Certificate of Achievement and a Letter of Commendation from the Chief of Police. Copies of these documents shall be placed in the officer's personnel file.
 11. Individuals incapable of performing the prescribed tests because of a pre-existing medical condition which is documented by a physician will be offered alternate tests, as established.
- B. To assist employees in achieving their goals in the area of physical fitness, the division maintains and provides a variety of training aids. These include:
1. Weight machines, free weight barbells and dumbbells
 2. Aerobic training equipment (such as stationary bicycles and treadmills)
 3. Mats and equipment for sit-ups and push-ups

SECTION 53.4 The parties agree that each employee will be responsible for obtaining the necessary physicals and check-ups to ensure that they are ready to participate in the physical fitness testing. Additionally, each employee will be responsible for submitting any costs incurred for medical clearance to take the physical fitness test.

Section 53.5 Any employee whose physician indicates that the employee is unable to perform the physical fitness test may be required to submit to a physical examination by a physician of the City's choosing, at the City's expense, to determine if the employee is

able to participate in the physical fitness test. If the employee is not cleared by the physician chosen by the City, then the guidelines under Article 44 "Medical Examinations," shall apply.

**ARTICLE 54
FAMILY AND MEDICAL LEAVE ACT OF 1993**

Section 54.1 The Union agrees to the requirements, as contained in the City's Family and Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33, which is attached as an addendum to this contract.

**ARTICLE 55
PERFORMANCE STANDARDS**

Section 55.1 The parties agree to the implementation of the performance review standards that were developed by the Bowling Green Police Performance Standards Review Committee.

Section 55.2 The parties agree that failure to meet the performance standards will result in discipline pursuant to Article 18.

Section 55.3 The parties agree to the continuation of the Performance Standards Review committee and its configuration.

**ARTICLE 56
DAYLIGHT SAVINGS TIME**

SECTION 56.1 All employees who are working when the time changes from Eastern Standard Time to Eastern Daylight Savings Time in the spring, an eleven hour shift, a nine (9) hour shift or a seven (7) hour shift, shall be paid for either a twelve (12) hour shift, ten (10) hour shift or an eight (8) hour shift, depending on their work schedule.

SECTION 56.2 All employees who are working when the time changes from Daylight Savings Time to Eastern Standard Time in the fall, a thirteen (13) hour shift, an eleven (11) hour shift or a nine (9) hour shift, shall be paid for a thirteen (13) hour shift, an eleven (11) hour shift or a nine (9) hour shift, depending upon their work schedule.

ARTICLE 57
MEDICAL LEAVES OF ABSENCE WITHOUT PAY

SECTION 57.1 If an employee remains sick, injured or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family and Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 57.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION 57.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty (30) day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty (30) day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 57.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

ARTICLE 58
INOCULATIONS

Section 58.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

Section 58.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either

the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

ARTICLE 59 LIGHT DUTY

Section 59.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Article 54, "Family and Medical Leave Act of 1993," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 54 of this contract.

Section 59.2 If the employee is unable to perform his/her normal duties as determined by a medical authority, the employee may be temporarily placed into a position which is less strenuous, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

Section 59.3 The Police Chief or his designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by their physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Police Chief or his designee, and such decisions shall not be grievable.

Section 59.4 If no light duty assignments are available then the employee must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation, personal business, and compensatory time, in order to remain in a paid status.

Section 59.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

Section 59.6 Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release

signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

Section 59.7 If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

ARTICLE 60 INTERNAL REVENUE SERVICE SECTION 125 PLAN

Section 60.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or the dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy (ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

ARTICLE 61 DIRECT DEPOSIT OF PAYROLL

Section 61.1 All employees must receive their paychecks by direct deposit.

Section 61.2 All employees must prepare and maintain their timesheets on a daily basis.

Section 61.3 Each employee must submit his/her prepared timesheet to his/her appropriate supervisor upon the completion of his/her last work shift of the pay period. Timesheets that are improperly completed, maintained, or submitted may result in delay of payment or be investigated for possible disciplinary action.

ARTICLE 62
CALL-IN PAY

Section 62.1 Call-in pay is for members of the detective bureau only. It is defined as payment for work assigned and performed by a detective at a time disconnected from his/her normal and prescheduled hours of work due to an emergency.

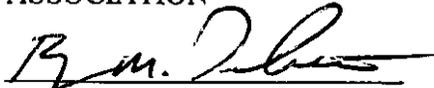
Section 62.2 Call-in pay shall be paid the same as overtime.

Section 62.3 A detective called in shall be compensated for a minimum of one (1) hour commencing with the detective's arrival at the worksite.

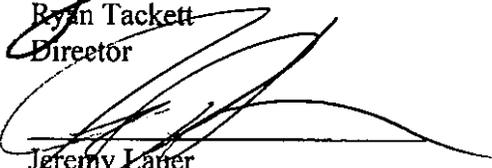
SIGNATURE PAGE

IN WITNESS WHEREOF the parties have agreed hereto and have set their hands
this 15th day of August, 2011.

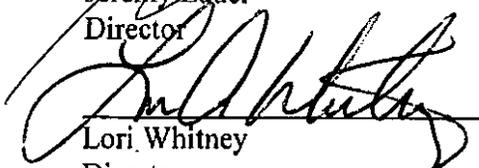
ON BEHALF OF THE BOWLING
GREEN POLICE PATROLMEN'S
ASSOCIATION



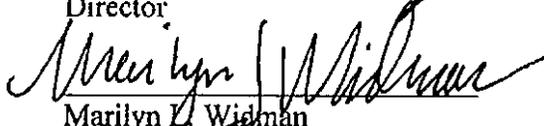
Ryan Tackett
Director



Jeremy Lauer
Director



Lori Whitney
Director



Marilyn E. Wisman
OPBA Attorney

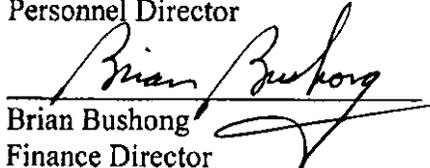
ON BEHALF OF THE CITY OF
BOWLING GREEN



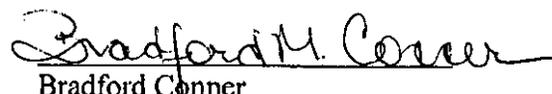
John S. Fawcett
Municipal Administrator



Barbara Ford
Personnel Director



Brian Bushong
Finance Director



Bradford Conner
Police Chief

Dispatchers can be ineligible for mandatory assignments if they have already worked consecutive hours and the mandatory will add those hours causing the consecutive total to exceed 12. Mandatory hours can be assigned in any increment to total no more than 12 consecutive hours. Dispatchers can be eligible for mandatory assignment of more hours if there is a lapse of at least one (1) hour between regular, voluntary or mandatory shifts.

Dispatchers are ineligible if they are on leave the day of the vacancy, already working, or have noted they want to use a SKIP (and have enough SKIPS available to them). Dispatchers are also ineligible after 12 consecutive hours are worked.

SKIP USE:

Dispatchers can use an earned SKIP for any mandatory assignment unless the vacancy is in an emergency (short notice) situation. When a SKIP is used, the dispatcher is then exempt from mandatory assignment for that shift on (either wholly or in part). A SKIP can be used for any mandatory assignment posted. When a SKIP is used, 12 hours is deducted from the tracking log if the assignment is 8 (eight) hours long. If a SKIP is used for a 4 (four) hour or less assignment, 6 (six) hours will be deducted from the tracking log. A dispatcher who wants to use a SKIP must use one for each page of the OT book they are behind until they are current with the other dispatchers.

CALLING OVERTIME:

Dispatchers who volunteer for overtime shifts will be assigned first. The overtime record book is filled out accordingly to show who volunteered and who did not. Split shifts will be recorded as a "no" but the split will be noted to the side. When all the voluntary overtime is assigned, the remaining vacancies will be filled using mandatory assignments.

Starting on the first incomplete page of the mandatory section of the overtime book, the first listed name to not have been previously assigned a mandatory shift is first for mandatory. The mandatory assignment will be listed next to the dispatchers name or the reason for not assigning the shift is noted. The process then moves onto the next dispatcher or next assignment (keeping in mind the eligibility guideline). This process continues until all vacancies are filled.

**CITY OF BOWLING GREEN
ADMINISTRATIVE INSTRUCTION NO. 33**

FAMILY AND MEDICAL LEAVE ACT

These Administrative Instructions establish City policy with respect to compliance with the Family and Medical Leave Act (FMLA), as defined in the final regulations released by the Department of Labor (DOL).

INSTRUCTIONS

The Family and Medical Leave Act of 1993 establishes the right for “eligible” employees to take up to 12 weeks of unpaid, job-protected leave during a calendar year for certain family and medical reasons. Employees are “eligible” if they have been on the City’s payroll for at least twelve months and have worked at least 1,250 hours during the 12 months prior to the commencement of the leave. The 12 months do not have to be consecutive. In determining the hours worked, vacation, personal, sick leave or unpaid leave would not be included. Overtime hours would be considered hours worked. However, an employee’s entitlement to leave for the birth or placement of a son or daughter for adoption or foster care shall expire at the end of the 12-month period beginning on the date of such birth or placement.

Reasons for Taking Leave

An eligible employee may be granted leave for any of the following reasons:

1. For incapacity due to pregnancy or prenatal medical care.
2. For the “birth” and/or care of the employee’s “son or daughter” (includes natural birth or placement for adoption or foster care).
3. For the care of the employee’s parent, spouse, son, or daughter with a “serious health condition.”
4. For a serious health condition that makes the employee unable to perform one or more of the essential functions of his position.
5. For a spouse, son, daughter, parent, or next of kin to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty, up to 26 weeks of leave may be taken.
6. For any qualifying exigency related to the employee’s spouse, son, daughter, or parent on or called to active duty.

Definition of Terms

“Spouse” means a husband or wife as defined under Ohio law.

“Son” or “Daughter” means a biological, adopted, or foster child, a stepchild, or a legal ward that is either under age 18, or age 18 or older and is incapable of self-care because of mental or physical disability, as defined by the Americans with Disabilities Act.

“Parent” means a biological parent of an individual or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents-in-law.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that renders the employee unable to perform his/her job and involves inpatient care or continuing treatment by a health care provider.

“Health care provider” means a licensed doctor of medicine or osteopathy, or licensed podiatrist, dentist, clinical psychologist, optometrist, chiropractor (with certain limitations), nurse practitioner, or nurse midwife.

“Continuing treatment” involves a period of incapacity:

(1) of more than three consecutive calendar days and any subsequent treatment that also involves at least treatment two or more times by a health care provider; or treatment by a health care provider on at least one occasion which results in a regimen of continuous treatment under the supervision of the health care provider; (2) due to pregnancy, or for prenatal care, or one treatment which results in a regimen of continuing treatment under the health care provider’s supervision; (3) due to a chronic serious health condition requiring treatment by a health care provider over an extended period of time and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy); (4) permanent or long-term incapacity due to a condition for which treatment may not be effective; (5) any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or injury for a condition such as cancer that would likely result in a period of incapacity of more than three consecutive calendar days without medical treatment. Treatment would not include routine physical examinations

Substitution of Accrued Leave Time

Whenever an employee has accumulated unused sick leave, vacation, or personal business leave, that time shall be substituted for and counted against the employee’s 12-week FMLA entitlement. Employees will not be required to substitute compensatory time for unpaid FMLA leave; however, they may voluntarily elect to utilize accrued by unused compensatory time in order to remain in a paid status.

Advance Notice

An employee must provide the City with written notice at least 30 days in advance before FMLA leave is to begin if the need for leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or immediate family member. Such notice must set forth the reasons for the requested leave, the anticipated starting date of the leave, and the anticipated duration.

If 30-days' notice is not practicable under the circumstances, for example, because of lack of knowledge of when leave will be required, a substantial change in circumstances, or a medical emergency, notice must be given as soon as possible after the employee becomes aware of the necessary scheduling arrangements.

If an employee fails to give at least 30-days' notice of a foreseeable leave with no reasonable excuse for the delay, the City shall deny the taking of FMLA leave until at least 30 days after the date the employee provides notice to the City of the need for FMLA leave.

Whenever an employee requests FMLA leave to care for a seriously-ill spouse, son, daughter, or parent, or due to the employee's own serious health condition, the employee must furnish written certification of the serious health condition signed by the employee's or immediate family member's health care provider. Such certification should be submitted at the time the employee requests leave, or in the case of an unforeseen leave, as soon after the leave commences as possible. Certification shall be made using Federal Form WH-380 E or F, whichever is applicable.

The City may require a second opinion from another health care provider. If the opinions differ, the City may require a third opinion from a health care provider jointly selected by the City and the employee. The third health care provider's opinion shall be final and binding. The costs of obtaining second or third opinions that have been incurred by an employee or family member shall be reimbursed by the City. Itemized receipts and verification of mileage traveled will be required.

Whenever an employee requests FMLA leave to care for a covered service member, who is a spouse, son, daughter, parent, or next of kin, who is recovering from a serious illness or injury sustained in the line of duty on active duty or for any qualifying exigency related to the employee's spouse, son, daughter, or parent on or called to active duty the employee must furnish written certification of the need for the leave. Such certification should be submitted at the time the employee requests leave, or in the case of an unforeseen leave, as soon after the leave commences as possible. Certification shall be made using Federal Forms WH-384 or WH-385, whichever is applicable.

When accrued sick, vacation, or personal business leave is substituted for unpaid FMLA leave, the employee must submit to the City a completed "Application for Leave" form

with medical documentation verifying the necessity for the leave. These documents must be submitted to the City as soon as practicable.

As a condition of restoring an employee, whose FMLA leave was due to his or her own serious health condition, the employee must present written certification from a health care provider that the employee is able to resume work.

Recurring Notice

Whenever an employee takes more than 4 continuous weeks of FMLA leave, the employee shall notify the City after completion of each 4-week period of his or her status and intent to return to work. If the employee provides a statement of intent to return to work, entitlement to leave and maintenance of health benefits continues. However, if the employee gives an unequivocal notice of intent not to return to work, the City is no longer obligated to continue health and dental benefits (other than COBRA requirements) or to restore the employee to his or her job.

Employees who desire to return to work prior to the end of their leave must give the employer reasonable notice (at least two working days).

Work Related Injuries and Illnesses

Where an employee suffers a serious injury or illness at work that makes the employee unable to perform any one or more of the essential functions of the position, the employee could be eligible for both workers' compensation benefits and Family Medical Leave. Time absent from work for work-related accidents and/or illnesses shall be counted concurrently towards both Family Medical Leave and Workers' Compensation.

Intermittent or Reduced Leave

An employee requesting FMLA leave to care for a seriously ill immediate family member, or for such employee's own serious health condition, may take intermittent leave or work a reduced work schedule if medically necessary. Intermittent leave may also be taken as a result of the birth of a child or for the placement of a child for adoption or foster care. If the need for leave is foreseeable based on planned medical treatment, the City may temporarily transfer the employee to an available alternative position with equivalent pay and benefits that better accommodates recurring periods of leave, provided the employee is qualified for the position.

Joint Use of FMLA Leave by Husband and Wife

A husband and wife who work for the City and who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

1. for the birth and/or care of the child after birth; or

2. for the placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement; or
3. to care for a parent (but not a parent-in-law) with a serious health condition.

Benefits Protection

The City shall maintain the employee's health and dental coverages for the duration of a FMLA leave. Premium payments for medical and dental insurance that are normally the responsibility of the employee shall continue to be paid by him or her through payroll deduction, regardless of whether the employee has accrued paid leave time to cover all or part of the FMLA leave the City will continue to pay its share of the employee's monthly premiums that it would otherwise pay if the employee were on paid leave status or otherwise present for duty.

If a FMLA leave request is foreseeable, the employee must make arrangements with the City Finance Director at the time of requesting FMLA leave as to a payment schedule, or payroll deduction, to cover his or her share of the medical and dental insurance premiums coming due during the requested period of FMLA leave. If the need for leave is unforeseeable, such arrangements must be made with the City Finance Director no later than 15 days after commencement of the FMLA leave period.

If an employee on FMLA leave fails to submit any required premium to the City within 30 calendar days of the date the premium is due, the City may discontinue health and dental insurance for such employee. If the City chooses to discontinue coverage as a result of non-payment of premium(s) after the 30-day grace period, the employee's health and dental benefits will be restored upon the employee's return to work at the same level and terms as were provided when leave commenced.

If an employee fails to return to work after expiration of such employee's FMLA leave entitlement, the City may recover premiums it paid for maintaining group health and dental plan coverage during the FMLA leave period, unless the reason the employee fails to return to work is either (1) the continuation, recurrence, or onset of a serious health condition, or (2) other circumstances beyond the employee's control. The validity of "circumstances beyond the employee's control" will be judged by the City on a case-by-case basis.

Whenever an employee fails to return from FMLA leave due to "the continuation, recurrence, or onset" of a serious health condition, such employee must submit medical certification of the serious health condition to the City. If such an employee fails to furnish the required certification within 30 days, the City may recover the health and dental insurance premiums it paid on such employee's behalf during the FMLA leave period.

Upon return from a FMLA leave the employee shall be restored to the same position that the employee held when the leave started, if available, or if such position is unavailable, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.