07-31-12
11-MED-09-1160/1161
0608-01/0608-02
K28533
Final July 10, 2012

AGREEMENT BETWEEN

THE CITY OF DEFIANCE, OHIO

AND

THE DEFIANCE POLICE OFFICERS ASSOCIATION

Local 166 a/w

International Union of Police Associations

AFL-CIO

January 1, 2012 through December 31, 2014

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ARTICLE 1

CONDITIONS OF AGREEMENT

Section 1: This Agreement, entered into by The City of Defiance, Ohio, hereinafter referred to as the "City" or "Employer" and The Defiance Police Officers Association, Local 166 a/w International Union of Police Associations, AFL-CIO, hereinafter referred to as the D.P.O.A. or the "Union", has as its purpose the following:

A. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.

B. To provide for the peaceful and equitable adjustment of differences which may arise.

C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.

D. To assure the effectiveness of service by providing an opportunity for employees to meet with Management to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of State of Ohio Revised Code, State and Federal laws, City ordinances and the Constitution of the State of Ohio and the United States of America.

E. To provide an opportunity for the Union and the Employer to discuss wages and benefits of Bargaining Unit employees subject to the terms of the Agreement and applicable laws.

F. To provide for orderly, harmonious and cooperative employee relations in the interest, not only of the parties, but of the citizens of Defiance, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and officers will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

Section 1.2: Nothing contained in this Agreement shall alter the authorization conferred by the ordinances and resolutions of the Defiance City Council, Civil Service Commission Rules and Regulations, applicable State and Federal laws and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority.

This Agreement is subject to all applicable Federal and State laws, Civil Service Rules and Regulations, City Council Ordinances or Resolutions and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any judicial decision interpreting them. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision by good faith negotiations on the same subject matter.

ARTICLE 2

MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments and, in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
C. To determine the City's goals, objectives, programs and services and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
D. To determine the size and composition of the work force, staffing patterns and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs or other legitimate reasons;
E. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
F. To determine when a job vacancy exists, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
G. To determine the necessity to schedule overtime and the amount required

thereof;

H. To determine the City's budget and uses thereof;

I. To maintain the security of records and other pertinent information;

J. To determine and implement necessary actions in emergency situations;

K. To maintain the efficiency of governmental operations;

L. To exercise complete control and discretion over department organization and the technology of performing the work required;

M. To set standards of service and determine the procedures and standards of selection for employment.

Nothing in this Article shall overrule any provision of this Agreement.

ARTICLE 3

PLEDGE AGAINST DISCRIMINATION

Section 3.1: The provisions of the Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, 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: All reference to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.3: Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in the Bargaining Unit for exercising his/her right to join or not to join the Union.

ARTICLE 4 A

RECOGNITION

Section 4A.1: The City agrees to recognize the Defiance Police Officers Association as the sole and exclusive Bargaining Agent for the employees of the City working in the classifications that are listed in Section 2 as the Bargaining Agent in all matters regarding wages, hours of work and all other terms and conditions of employment.

Section 4A.2: The term "Bargaining Unit" shall be deemed to include those individuals employed full time in the following classifications:

POLICE OFFICER / TRAINEE

POLICE OFFICER / PROBATIONARY

POLICE OFFICER

Whenever, in the Agreement reference is made to Employee, it shall be understood that the provision shall apply to all of the classifications listed herein, equally and without discrimination.

Section 4A.3: The City shall not negotiate nor make any Collective Bargaining Agreement or Contract with any of the employees working in classifications covered herein individually or collectively. Any Agreements entered into between the City and employees covered herein, shall be through duly authorized representatives of the Association. Any other Agreements shall be of no effect.

Section 4A.4: In the event a new classification in the Police Department is created during the term of this Agreement, the parties agree to discuss inclusion of such classification that could appropriately be included in this Unit.

ARTICLE 4 B

RECOGNITION

Section 4B.1: The City agrees to recognize the Defiance Police Officers Association as the sole and exclusive Bargaining Agent for the employees of the City working in the classifications that are listed in Section 2 as the Bargaining Agent in all matters regarding wages, hours of work and all other terms and conditions of employment.

Section 4B.2: The term "Bargaining Unit" shall be deemed to include those individuals employed full time in the following classifications:

POLICE SERGEANT

POLICE LIEUTENANT

Whenever, in the Agreement reference is made to Employee, it shall be understood that the provision shall apply to all of the classifications listed herein, equally and without discrimination.

Section 4B.3: The City shall not negotiate nor make any Collective Bargaining Agreement or Contract with any of the employees working in classifications covered herein individually or collectively. Any Agreements entered into between the City and employees covered herein, shall be through duly authorized representatives of the Association. Any other Agreements shall be of no effect.

Section 4B.4: In the event a new classification in the Police Department is created during the term of this Agreement, the parties agree to discuss inclusion of such classification that could appropriately be included in this Unit.

ARTICLE 5

PROBATIONARY PERIOD

Section 5.1: All persons provisionally and/or originally appointed to the rank of Police Officer or Police Officer/Probationary shall serve a probationary period of one (1) year beginning on the date of certification as a Peace Officer, and no appointment is final until the Appointee has satisfactorily served his probationary period. During the probationary period, the City shall have the sole and exclusive right to discipline, discharge, or remove the Appointee. During the probationary period, the Appointee shall be afforded Union representation and benefits as defined and set out in these Articles, but, shall not be afforded access to the grievance procedure for disciplinary matters or the disciplinary process defined in Article 11 of this Agreement. For purposes of this Article, all time spent in the capacity of a Police Officer/Trainee shall not apply to this one (1) year probationary period.

Section 5.2: Newly appointed Police Officers shall have no seniority during their probationary period, but, upon completion of the probationary period, their seniority date shall be as of the original date of hire. Police Officers, who have worked one (1) year from the date of certification as a Peace Officer, shall be known as permanent employees, and the probationary period shall be considered as part of their seniority time for the purposes of determining their entitlement to all fringe benefits, as well as, their continuous service date.

ARTICLE 6

PAYROLL DEDUCTIONS

Section 6.1: Upon the employee's sixtieth (60th) calendar day of service in the division the City agrees, pursuant to O.R.C. Chapter 4117, to deduct Union dues, initiation service fees, initiation fees and equal assessments and service fees from the paychecks of employees within the Bargaining Unit as set forth in the recognition clause. Dues shall be deducted (in half payments) from the first two paychecks of the month for which current dues, initiation fees, initiation service fees, equal assessments or service fees (each payable in advance) are due the Union. Deductions shall begin upon receipt of a signed authorization form provided by the City and presented to the Payroll/Personnel Clerk by the Union Treasurer.

Section 6.2: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.3: The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than covered by the Bargaining Unit; or (c) lay-off from work; or (d) agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 6.4: The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6.5: It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. No other labor organization shall be afforded dues deductions.

Section 6.6: One (1) month advance notice must be given to the Payroll/Personnel Clerk and Finance Director prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the dues deductions. Assessments may be changed bi-annually.

Section 6.7: All dues deductions, at the City's options upon ten (10) days written notice by certified mail to the Union, may be cancelled upon the termination date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be cancelled at the City's option upon twenty-four (24) hours notice to the Union.

Section 6.8: The City agrees to deduct from employees giving written authorization, any monies for the Deferred Compensation Program and remit such withholdings to proper authorities.

Section 6.9: Effective September 1, 1984, all employees in the Bargaining Unit who, sixty (60) days from date of hire, are not members in good standing of the Defiance Police Officers Association, shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be equal to the then current Association dues; the fair share fee amount shall be certified to the City by the Treasurer of the Association.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Association of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

A rebate procedure shall be in compliance with Senate Bill 133 and other court rulings and shall be offered equally to all employees. Sections 2, 3, 4, 5, 6, and 7 of this Article shall also pertain to the fair share fee deduction.

ARTICLE 7

REPRESENTATION

Section 7.1: The Union shall submit in writing the names of its Officers or Stewards who are authorized to speak on behalf of the local Union and/or represent Bargaining Unit Employees. The City agrees to recognize one (1) Steward selected by the D.P.O.A. on each shift, one (1) Steward from the Lieutenant classification, a Chief Steward and the local Union President. The Stewards shall be authorized to represent Bargaining Unit employees through the first step of the grievance procedure. The Chief Steward of the D.P.O.A., or in his absence, the President, shall be authorized to represent Bargaining Unit employees in subsequent steps of the grievance procedure. However, at the Union's discretion, its Attorney and/or Business Agent from the International Union of Police Associations, AFL-CIO may be used at the second step of the grievance procedure. The City shall advise the D.P.O.A. and acknowledges their right to be in attendance at grievance hearings filed by employees individually.

Section 7.2: No one shall be permitted to function as a Union Officer and/or Steward until the Union has presented the City with written certification of that person's selection.

Section 7.3: The Union shall provide the City with an official roster of all local Union Officers and authorized Stewards which shall be kept current at all times and shall include the following:

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

Section 7.4: Upon notification to the Chief, Lieutenant or Acting Watch Commander, the Officer(s) and/or Steward(s) specified in Section 1 involved will be permitted reasonable time during his duty hours without loss of pay or benefits to investigate, process and attend hearings or meetings on grievances. The Officer(s) and/or Steward(s) shall be allowed reasonable time to investigate grievance and process grievance with the employee in such a way that will not

unnecessarily interfere with the Police operation.

Section 7.5: Rules governing the activity of the local Union Officer(s) and/or Steward(s) specified in Section 1 are as follows:

A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4 above and only after notifying the Watch Commander.
B. Union Officials (or Stewards) shall cease unauthorized Union activities immediately upon the request of the Supervisor of the area in which Union activity is being conducted or upon the request of the Union Representative's Supervisor.
C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge. Any violation of the provisions of this Article by the Union or any representative thereof, may result in suspension or revocation of its privileges as provided herein.

Section 7.6: Access to City work locations and the use of City paid time, facilities, equipment and other resources by the Union and those representing the Union shall be authorized only to the extent provided for in this Agreement and/or administrative procedures and shall not interfere with the efficiency, safety and/or security of the City's operations.

Section 7.7: The use of City equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement or approved in advance by the Police Chief. These include, but are not limited to, use of typewriter, copying and duplicating machines, use of City paper and the use of City vehicles.

Section 7.8: Association negotiating team members may negotiate provisions of the Contract during their regularly scheduled tour of duty without loss of pay.

ARTICLE 8

BULLETIN BOARDS

Section 8.1: The City shall allow the placement of a bulletin board in an easily accessible agreed upon location in the Police Department. Union notices relating to the following matters may be posted without the necessity of receiving the Police Chief's prior approval:

A. Union recreations and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

F. Reports of non-political standing committees and independent non-political arms of the Union; and

G. Non-political publications, rulings or policies of the Union;

H. Civil Service Board or Pension Board publications.

Section 8.2: All other notices of any kind not covered A through H above must receive prior approval of the Police Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

A. Personal attacks upon any employee or official of the City;

B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City;

C. Attacks on any other employee organization; or

D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 9

EMPLOYEE'S BILL OF RIGHTS

Section 9.1: Employees of the Bargaining Unit shall be entitled to the following employee rights as they relate to non-criminal charges against an employee for violation of Police Department Policies or 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 private citizen.

EMPLOYEE RIGHTS

A. Any time the City Administrator, Chief of Police, or their designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension without pay or discharge, the employee shall be notified of his rights to have Union representation, which may include legal counsel in accordance with the disciplinary procedures contained herein. In any disciplinary meeting, each party shall have the right to question the other party's witnesses.

B. 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 on the basis of such a charge.

C. Any interrogation, question or interview shall be conducted at a reasonable hour, 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.

D. The employee shall be informed of the nature of the investigation prior to any questioning.

E. There shall be no press release by the City, the employee or the D.P.O.A.

regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

F. When an employee, suspected of a violation of Department Policies or Rules and Regulations, is being interrogated, such interrogation shall be recorded by the City at the request of either party. Upon request, a copy of the recording shall be provided to the employee. Objections to the recording of an interrogation may not be used as justification for refusing to participate in an interrogation and will be considered a refusal to participate consistent with Section 1, Subsection B of this Article.

G. A Bargaining Unit employee who has been charged with a violation of any Department Policies or Rules and Regulations, shall upon request be provided the opportunity to inspect and obtain copies at a reasonable cost of transcripts, recordings, written statements and any other material as a condition to its use at a hearing on such charge. Such request must be made not less than twenty-four (24) hours prior to the scheduled hearing time. However, the twenty-four (24) hour provision may be waived by the City Administrator in the event of extenuating circumstances.

H. When a Bargaining Unit employee is to be interviewed in an investigation of any other member of the Bargaining Unit, such interview shall be conducted in accordance with the procedure established herein.

I. In the course of an Internal Affairs Investigation, a polygraph examination will be administered only with the consent of the Officer under investigation. When an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.

J. When a single anonymous complaint is made against an employee and after the initial investigation, if there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation or make a report. A confidential complaint shall not be considered as an anonymous complaint.

K. Any Officer brought before the Internal Affairs Unit or a person acting in the capacity of Internal Affairs in an investigation has the right upon request to have representations.

L. 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.

M. Any Police Officer whose removal from the service is sought for any reason other than a criminal violation, may resign at any time prior to the decision of the Arbitration Hearing. Upon mutual agreement, the employee's personnel file shall show only that he resigned of his own accord. Upon request, a copy of the work record shall be furnished to the employee.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1: The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement.

Section 10.2: The term "grievance" shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provision of Federal, State, and/or City laws and/or by the United States or Ohio Constitutions.

Section 10.3: Any suspension or dismissal may be appealed through the grievance and arbitration procedure set out in Section 5 of this Article. An appeal may be entered at Step Four (4). This shall be the exclusive procedure for appealing actions involving suspension and/or dismissal.

Section 10.4: All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by management 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 consent of the parties.

Section 10.5: It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the D.P.O.A. to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with an appropriate Union Representative if the former desires, must identify the alleged grievance to the Shift Commander who was on duty when the alleged grievance occurred, in writing within twelve (12) work days of the employee having, through the exercise of reasonable diligence, gained knowledge of the occurrence of the incident giving rise to the grievance. The Shift Commander shall investigate and provide an appropriate answer, after reviewing said grievance with the Assistant Chief of Police, within seven (7) work days following the day on which the Shift Commander was presented the grievance. (The Shift Commander shall be the next higher ranked employee on duty when the grievance occurred.)

Step 2: If the grievance remained unsettled, the employee, with an appropriate Union Representative if the former desires, may take up the grievance with the Police Chief within seven (7) work days. The Police Chief shall investigate and respond to the grievant and/or Union Representative within twelve (12) work days after receiving the Step 1 reply.

Step 3: If the grievance remains unsettled, it may be presented within seven (7) work days of the Police Chief's response to the City Administrator. The City Administrator shall schedule a meeting between the parties or respond in writing within seven (7) work days. If a meeting is scheduled, the City Administrator shall have seven (7) work days following the meeting in which to respond.

Step 4: If the grievance remains unsettled, it may be presented within seven (7) work days after the City Administrator's response to the Mayor. The Mayor shall schedule a meeting between the parties or respond in writing within seven (7) work days. If a meeting is scheduled the Mayor shall have seven (7) work days following the meeting in which to respond. Minimally, by the Fourth Step the City shall designate in writing it's position and reasons in support.

Step 5: Should any grievance remain unsettled after exhausting the aforementioned procedure, either party hereto, and only either party, shall if the party desires, request arbitration within fifteen (15) work days after failing to settle the grievance as outlined in Step 4.

The Employer and the Union shall agree to request a list of seven (7) impartial arbitrators, selected from a Sub-Regional pool, from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within ten (10) working days of receipt of the list. Work days shall be defined as Monday through Friday, excluding designated holidays.

For the first arbitration between Employer and the Union during the term of the Agreement, the Union will be first to strike from the list provided by FMCS. The parties shall alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

The Employer shall be the first to strike from the list provided by FMCS should a second arbitration occur and alternate between the parties for subsequent arbitrations.

All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS.

Section 10.6: The award of the Arbitrator shall be reduced to writing and forwarded to the parties within thirty (30) days of conclusion of the hearing. The Arbitrator shall not be empowered to rule contrary to, to amend, add to, to modify, to change or to eliminate any of the provisions of this Agreement in arriving at an award. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to the Arbitrator.

Section 10.7: The City shall have the right to submit any Agreement violation by the Union they are unable to resolve with the local Union Officers to arbitration or seek other legal redress, as they desire.

Section 10.8: The decision of the Arbitrator shall be final and binding on the City, the employees, and the Union.

Section 10.9: Expenses attendant to the services of the neutral third Arbitrator shall be borne by the party against whose position the Arbitrator rules. In the event the Arbitrator's award does not support either party's position in its entirety, the Arbitrator's expenses shall be shared equally.

Section 10.10: All 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; and
8. Description of actions that will resolve the grievance.

Section 10.11: A grievance may be brought by any member of the Bargaining Unit. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance.

Section 10.12: Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 10.13: A grievance hearing at Step 1, 2, 3, or 4 called for in Article 9 shall be scheduled anytime during the shift but not later than one (1) hour before the end of the grievant's shift. Any grievance meeting initiated by the City during the grievant's off-duty hours shall be paid in accordance with Article 25 - Overtime.

ARTICLE 11

DISCIPLINARY PROCEDURES

Section 11.1: No employee shall be suspended or terminated from duty without first being afforded the opportunity for a hearing before the City Administrator or his designee as provided in Section 2, except where it is necessary to immediately relieve the employee from duty due to gross misconduct affecting the safety and welfare of the community.

When an employee has been relieved without a hearing, the employee shall be afforded a hearing within forty-eight (48) hours. The employee's pay status for the days which he was relieved from duty shall be determined through the hearing.

Section 11.2: When an employee is to be charged in an administrative hearing with a violation that is likely to result in the employee receiving a suspension, demotion or dismissal, the following shall apply:

1. The employee shall be given a notice five (5) calendar days in advance of the Administrative Hearing and that notice shall advise the employee of the general nature of the suspected violation.
2. The employee shall be advised in the notice of his right to be represented by a D.P.O.A. Representative at such hearing.

Any suspension or dismissal may be appealed through the grievance and arbitration procedure set out in this Agreement. An appeal may be entered at Step Four (4). This shall be the exclusive procedure for appealing actions involving discipline or discharge.

Section 11.3: When it becomes necessary for a Supervisor to reprimand an employee, it shall be done with discretion in a manner so as not to cause public embarrassment to the employee and in conjunction with current Department of Administrative Service's Rules and Regulations and Ohio Revised Code, Section 124.34.

In the event that a Supervisor finds it necessary to verbally reprimand an employee, the

employee shall be made aware that a record of such reprimand is being maintained in the Supervisor's files or records.

The Supervisor shall provide the employee with a copy of any record or reprimand entered in the employee's file. The employee shall acknowledge receipt of same by signing and dating the original copy of such record.

Any employee receiving a reprimand shall have the right within ten (10) days of being made aware that a record of such reprimand is being maintained in the official Personnel files to protest the reprimand. The reprimand shall be protested by the employee preparing and presenting to the Supervisor a rebuttal letter specifying the reason(s) why such reprimand is improper and/or unfair or unjust. The rebuttal letter shall be attached to the reprimand and shall be maintained in the official Personnel files or records as long as the reprimand is maintained.

ARTICLE 12

PERSONAL SERVICE RECORDS

Section 12.1: Any Police Officer shall be permitted to review his Personal Service Records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the employee's services as a result of this activity. Upon the request of the Officer, the Personal Service Record of a Police Officer is to be cleared of any offenses in accordance with the following schedule:

A. Any confirmation of an oral warning shall be removed from the record after six (6) months from the date of the oral warning, provided there is no intervening disciplinary action during the six (6) months.

B. Any reprimand shall be removed from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.

C. Any suspensions of less than thirty (30) days shall be removed from the record after a period of two (2) years, providing there is no intervening disciplinary action during the two (2) year period.

D. Any suspension of thirty (30) days or more shall be removed from the record after seven (7) years.

Section 12.2: Records will be maintained in compliance with the Ohio Revised Code.

ARTICLE 13

WORK RULES

Section 13.1: The Union recognizes the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, consistent with conduct of the Employer's services and programs.

Section 13.2: Work rules, policies and directives shall not violate any provisions of this Agreement.

Section 13.3: Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

Section 13.4: The Union shall be provided two (2) copies of all current work rules, policies and directives and two (2) copies of all new or amended work rules, policies and directives five (5) calendar days before they are to take effect except during emergency situations. In the event an emergency situation arises, necessitating the issuance of any work rule, policy or directive in less than the five (5) calendar day period, the time period for filing of a grievance shall begin when the emergency situation has ended.

Section 13.5: Any complaint involving the uniform application of work rules or any complaint involving a conflict between the terms of this Agreement and a work rule may be resolved through the Grievance Procedure.

Section 13.6: This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Division whether or not such rules and procedures have been reduced to writing. New employees shall be informed of all written work rules in existence at the time of their hire.

ARTICLE 14

SENIORITY AND RELATED MATTERS

Section 14.1: Seniority. Seniority shall accrue to all employees of the City in accordance with the provisions of this Agreement. It is understood that seniority shall in all applications unless otherwise specifically provided by this Agreement, be computed on the basis of continuous full-time service with the Defiance Police Division. The City shall provide seniority lists every six (6) months, which shall include each employee's name, date of hire and job title, commencing the effective date of this Agreement.

Section 14.2: Police Officer Trainee. All newly hired trainees shall complete the Ohio State Peace Officers Training Council Minimum Standards Training Program, as soon as practicable, prior to becoming a permanent employee. At the conclusion of the training period, the Trainee who has successfully completed the training course shall then be classified as a Police Officer Probationary, until he has successfully completed his probationary period.

Section 14.3:

A. Time spent on an authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

B. If the Employer determines an opening exists, any person holding an office or position under the classified service in the Police Department, who resigns in good standing therefrom, may be reinstated to the rank of Police Officer, upon the filing of a written application for reinstatement with the Municipal or Civil Service Commission and a copy thereof with the Chief of the Police Department, and upon passing a physical examination disclosing that the person is physically fit to perform the duties of the office of Police Officer, the application for reinstatement shall be filed within one

(1) year from the date of resignation. Any person reinstated pursuant to the authority of this paragraph shall not receive credit for seniority earned prior to resignation and reinstatement and shall not be entitled to reinstatement to a position above the rank of Police Officer, regardless of the position the person may have held at the time of his resignation.

Section 14.4: When two or more employees are hired or promoted on the same date, the last four (4) digits in their social security number shall determine the most senior with the higher number being most senior.

ARTICLE 15

LAYOFF AND RECALL PROCEDURES

Section 15.1: When the City determines it is necessary to reduce the force in the division, the employee with the fewest years of service in the affected rank shall be the first laid off. Should a position in the Police Department once abolished or made unnecessary be found necessary to be re-created or re-established within three (3) years from the date of abolishment, or should a vacancy occur for any reason within three (3) years from the date of the abolishment of the position or layoff, the employee with the most years of service with the division in the affected rank of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee. If any employee laid off as prescribed in this section, enters into the active service of the Army, Navy, Marine Corps or other armed service of the United States, the period such employee serves therein shall not be considered in the determination of the three (3) years stipulated as a maximum time within which reinstatements shall be made; such three (3) year period shall be computed exclusive of the time the employee spent in the armed services. When a position above the rank of Patrolman in the Police Department is abolished and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the Officer with the fewest years of service in the next lower rank shall be demoted, and so on down until the person with the fewest years of service has been reached, who shall be laid off.

ARTICLE 16

PROMOTIONS, STATIONING & TRANSFERS

Section 16.1: An increase in the salary or other compensation of anyone holding a position in a Police Department, beyond that fixed for the rank in which such position is classified, shall be deemed a promotion, except as provided in Section 124.491 [124.49.1] of the Revised Code.

Section 16.2: No position above the rank of Patrolman in the Police Department shall be filled by original appointment except in the circumstance where there is no eligible list for such rank, the opportunity to take a competitive promotional examination has been offered to all lower ranks, and no Bargaining Unit member has applied to take and passes the competitive promotional examination.

Section 16.3: Whenever a vacancy occurs in a position above the rank of Patrolman that is authorized to be filled by the City and there is an eligible list, the Civil Service Commission shall immediately certify the name of the person having the highest rating and the appointing authority shall appoint such person within thirty (30) days from the date of such certification.

Section 16.4: Whenever a vacancy occurs in a position above the rank of Patrolman in a Police Department and there is no eligible list for such rank, the Civil Service Commission shall within sixty (60) days of such vacancy, hold a competitive promotional examination. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the appointing authority the name of the person receiving the highest rating. Upon such certification, the appointing authority shall appoint the person so certified within thirty (30) days from the date of such certification.

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

B. Promotion shall be by successive ranks so far as practicable, and no person in the Police Department shall be promoted to a position in a higher rank who has not served at least three (3) years in the next lower rank. No position above the rank of Patrolman in the Police Department shall be filled by any person unless he has first passed a competitive promotional examination, except under the circumstances described in Section 4-E of this Article.

C. No competitive promotional examination shall be held unless there are at least two (2) persons eligible to compete. Whenever the Civil Service Commission determines that there are less than two (2) persons holding positions in the rank next lower than the position to be filled who are eligible and willing to compete, the Civil Service Commission shall allow the persons holding positions in the then next lower rank who are eligible, to compete with the persons holding positions in a rank lower than the position to be filled.

D. In the event the Civil Service Commission offers persons holding positions in the next rank lower than the position to be filled the opportunity to compete and no person is eligible and/or willing to compete, the Civil Service Commission shall allow persons in the next rank lower, who are eligible and willing to compete, to compete. This procedure shall be followed until all ranks are exhausted.

E. In the event the Civil Service Commission offers persons holding positions in all ranks lower than the position to be filled the opportunity to compete and only one (1) person is eligible and/or willing to compete, the Civil Service Commission shall test within one hundred eighty (180) days of such vacancy and upon passage of the test shall certify to the appointing authority the name of the person. Upon such certification, the appointing authority shall appoint the person so certified within thirty (30) days from the date of such certification. In the event no such test is provided by the Civil Service Commission, the employee eligible and willing to take the test shall be provisionally appointed. A person provisionally appointed pursuant to this Section who remains in provisional status in the same classification for a period of one (1) year of continuous service, during which period no competitive examination is held, becomes a permanent Appointee in the classified service at the conclusion of such one (1) year period.

F. In the event the Civil Service Commission offers persons holding positions in all ranks lower than the position to be filled an opportunity to compete and no person is eligible and/or willing to compete, the vacancy shall be filled by original appointment pursuant to a competitive examination as provided by the laws of the State of Ohio.

Section 16.5: All persons filling vacancies in positions above the rank of Patrolman in a Police Department shall serve a probationary period as follows:

A. Persons promoted from within the Department shall serve a probationary period of ninety (90) days. No promotion shall be deemed final until the Appointee has satisfactorily served this probationary period. At the end of the probationary period, the appointing authority shall transmit to the Civil Service Commission a record of the employee's service, and if such

service is satisfactory, the Appointee shall continue in his promoted rank. If at the end of the probationary period the Appointee's service is unsatisfactory, he shall be reduced to the rank held at the time he is appointed to the higher rank. In all cases of unsatisfactory promotional probationary periods in a Police Department, the appointing authority shall, at the end of the probationary period, furnish the employee with a written notice of unsatisfactory probation and detailed statement of the basis for such finding. Within ten (10) days thereafter, such employee may appeal the decision or order of the appointing authority through the grievance/arbitration procedure as set out in this Agreement.

B. Persons originally appointed to a vacancy in a position above the rank of Patrolman in a Police Department shall serve a probationary period of one (1) year and no appointment is final until the Appointee has satisfactorily served the probationary period. During the probationary period, the City shall have the sole and exclusive right to discipline, discharge, or remove the Appointee. While serving in the probationary period, the Appointee shall be afforded Union representation and benefits as defined and set out in these Articles, but, shall not be afforded access to the grievance procedure for disciplinary matters or the disciplinary process defined in Article II of this Agreement.

C. Service as a provisional employee in the same or similar class shall be included in the probationary period.

Section 16.6: The Chief of Police shall have exclusive control of the stationing and transfer of all Patrolmen, under such general rules and regulations as the City Administrator prescribes. In assigning of Police Officers to detective duties, the Police Chief will consider the following criteria:

1. Experience;

2. Specialized Training;
3. Job Evaluation;
4. Seniority;
5. Physical & Mental Capabilities within the limitations as set forth in the Americans with Disabilities Act (ADA) of 1990;
6. Rank;
7. Impact of the assignment upon other operations of the Police Department.

The assignment shall be given to the employee who best meets the above criteria. If the assignment is expected to last more than thirty (30) days, the position will be posted for a period of five (5) calendar days to permit employees to submit an application outlining their qualifications. Employees submitting application will be given an opportunity for an interview prior to selection of the individual who will be assigned to the detective duties.

ARTICLE 17

LEAVES OF ABSENCE

Section 17.1: General:

A. Authorization for Leave: The authorization of a leave of absence without pay is a matter of administrative discretion. The appointing authority, or his designated representative, shall decide in each individual case if a leave of absence is to be granted, within the limitations of the Agreement and the City of Defiance Personnel Policies and in accordance with the Family Leave Act.

The employer shall grant an eligible employee up to twelve (12 weeks) leave during a twelve (12) month period for reasons covered by and in accordance with the Family and Medical Leave Act. All accrued vacation, compensatory, or sick leave (only if medically required) time, shall be utilized first and shall count toward the leave. The use of paid sick leave shall be limited to those reasons set out in Article 34.5 Sick Leave, and shall not exceed twenty(20) work days for the medical condition giving rise to the absence for members of the immediate family.

Family and Medical Leave will be granted to an employee who has been employed for at least twelve months by the Employer and who has provided at least one thousand two hundred fifty (1,250) hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Act.

An employee who exhausts the Family and Medical Leave may apply for other applicable leave pursuant to the provisions contained on other Articles of this Agreement.

B. Sick Leave Credit and Vacation Credit: An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in

determining length of service for purpose of extended vacation eligibility or other purposes where seniority is a factor.

C. Falsification of Leave: Any leave of absence obtained through false representation, deceit or fraud shall be cause for immediate discharge. Leaves of absences will not be granted for the purpose of working elsewhere which includes self-employment.

D. Abuse of Leave: If it is found that a leave is not actually being used for the purpose for which it is granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee by sending a certified letter to the employee's last known address.

An employee who fails to return to duty within two (2) working days after receipt of a certified letter to the employee's last known address after the completion of or a valid cancellation of a leave of absence without pay shall be deemed to have voluntarily resigned from service with the City (effective with the last day of the approved leave of absence without pay).

E. Reinstatement from Leave: Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

Section 17.2: Military Leave:

A. All employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time not to exceed a total of thirty-one (31) days in any one (1) calendar year. If while on active duty the employee's

total gross wages are less than what they earn in City employment, the City will pay the employee the salary difference. If while on active duty the employee's total gross military wages are equal to or greater than what they earn in gross wages through City employment, the employee will not receive any salary reimbursement from the City.

B. The employee is required to submit to his Supervisor an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is 176 hours. Compensation received for the above purposes, not to exceed 176 hours, shall be submitted to the Finance Director upon return from such duty or as soon as possible. The Finance Director will give the employee a receipt for the same.

C. Employees who have worked for the City for at least thirty (30) calendar days will be granted a leave of absence without pay to be inducted or to otherwise enter military service. They are not paid for such leave unless they are members of Reserve components as specified in Paragraph A.

D. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply to reinstatement within ninety (90) days of discharge or makes written waiver of all rights to the position.

E. An employee who voluntarily re-enlists while on active duty or a commissioned Officer who voluntarily enters on extended duty

beyond that required upon accepting a commission, is not eligible for reinstatement.

F. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. This leave will cover the official period of the emergency.

G. A veteran separated or discharged under honorable conditions must make application for reemployment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

1. Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority;
2. A copy of a discharge or certificate of service must accompany all requests for reinstatement or reappointment;
3. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in position of the like status and pay, compatible with his physical condition.

H. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick leave - that amount which had been accumulated at the time of entering the service;
2. Vacation leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
3. Any change in classification or pay range which would have accrued to the position if the employee had been on the job.

Section 17.3: Disability Separation:

A. A Police Officer who is separated from service due to an injury or physical disability incurred in the performance of duty, or one suffering injury or physical disability incurred other than in the performance of duty, shall have the right to reinstatement for five (5) years from the date that the employee is no longer in active work status due to the disabling illness, injury or condition to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is utilized by the employee's appointing authority, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.

Upon reinstatement from Disability Separation, an employee will be returned to the same or to a similar position. Any appointment to a position vacated by Disability Separation will be on a temporary basis and the person accepting such position must be made aware of its temporary nature. Should an employee returning from Disability Separation be reinstated to another position, the position held by the employee temporarily assigned shall be permanently

filled in accordance with provisions of this Agreement. The temporarily assigned employee shall be considered, in line with seniority, for all vacancies for which he otherwise qualifies.

B. Request for Reinstatement: Any request for reinstatement following a Disability Separation must not be later than five (5) years, based on the date in which the employee was no longer performing in active work status due to the disabling illness, injury or condition. The request must be in writing. Such application shall not be filed after the date of service eligibility retirement.

C. Medical Examination: The employee requesting reinstatement from a Disability Separation shall be eligible for reinstatement after a medical examination, conducted by a Physician to be designated by the City Administrator, or upon submission of other appropriate medical documentation establishing that the disabling illness, injury or condition no longer exists. The examination must show that the employee has recovered sufficiently from the disabling illness, injury or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee. The appointing authority may require the employee to submit, as an additional examination, under the provisions of Rule 123:1-33-04 of the Administrative Code prior to returning to service, to determine whether the disabling illness or injury continues to exist.

D. Failure to be Reinstated: An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service.

E. Reinstatement: The effective date of separation, for purposes of reinstatement, shall be based on the date in which the employee was no

longer performing in active work status due to the disabling illness, injury or condition. An employee who applies for reinstatement and is found unfit for reinstatement from a Disability Separation shall remain eligible for reinstatement during the five (5) year period, based on the date in which the employee was no longer performing in active work status due to the disabling illness, injury or condition. Requests for reinstatement may be made after three (3) months from the date the employee was no longer in the active work status, and shall not make subsequent requests for reinstatement more than once every three (3) months from the date the employee is notified of a reinstatement denial.

F. Notice of Return Date: The appointing authority shall notify the employee, at the time Disability Separation is given, of the required procedures for proper reinstatement.

G. Abuse of Disability Separation: An act of an employee, who has been given a Disability Separation, which is determined by the City Administrator to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

Section 17.4: Court Leave During Regularly Scheduled Work Hours:

A. For non-service related Court appearances, Court leave with pay will be granted to a full time employee who is subpoenaed for any Court or jury duty by the United States, the State of Ohio or a political subdivision. Court leave with pay will be granted to any employee subpoenaed and required to appear as a witness in any criminal or civil matter.

B. Employees should honor any subpoena issued to them including those for Worker's Compensation, Unemployment Compensation, Personnel Board of Review and Defiance City Civil Service

Commission hearings.

C. Employees are expected to report for work if, after Court or jury duty responsibilities are met, four (4) hours or more of the employee's regularly scheduled shift remains.

D. All monies received as compensation, unless jury duty was served totally outside of regular working hours, shall be turned over to the City.

E. Employees will not be entitled to Court leave when appearing in Court for criminal or civil cases, when the case is being heard in connection with the employees' personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employees' other accumulated compensable time.

Section 17.5: Personal Leave:

Any personal leave of absence requested must be submitted to the Police Chief and approved by the City Administrator or his designated representative at least three (3) working days prior to the start of such leave. Personal leaves of absences shall be without pay and/or fringe benefits. Personal leave of absence, if approved, shall not exceed thirty (30) day intervals and shall be granted or denied at the discretion of the City Administrator or his designated representative. Except in cases of Family and Medical Leave, unpaid leaves in excess of thirty (30) days will not earn seniority or service credit (in excess of the thirty days) for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 17.6: Trauma Leave: Anytime an Officer has to administer deadly force resulting in death to a person, the Officer shall receive the necessary time off to relieve the stress which has resulted from the use of such force. The duration of the time off shall meet with the approval of the Chief of Police. The Officer shall continue to receive his normal rate of pay for these days

and they shall not be charged against his sick time. However, upon request of the City, the Officer shall undergo an examination, at City expense, by a Physician chosen by the City, to determine said Officer's capability to return to duty. Such trauma leave shall not exceed thirty (30) days.

Section 17.7: Conditional Sick Leave Days: Bargaining Unit employees may elect to use two (2) days, in lieu of sick leave, of absence with pay. Each conditional sick leave day will be paid at the employee's regular base hourly rate up to a maximum of eight (8) hours pay each leave day. This leave shall be deducted from the employee's accumulated but unused sick leave on an hour per hour basis.

Employees who have over five hundred (500) hours of accumulated but unused sick leave may elect to use one (1) additional day of absence with pay. In addition to the two days listed above for a total of three (3) days.

Employees shall schedule the above conditional sick leave days in the same manner as required for comp. scheduling.

Section 17.8: Scheduling Paid Time Off: The City will attempt to honor all reasonable requests for vacation leave, holidays, compensatory time off and conditional sick leave days. To insure that all possible efforts are made to allow time off, employees may request determination by the Assistant Chief of Police with respect to Shift Commander denials of requests for paid time off. In the event the Assistant Chief is off duty and will not return before the requested time off will occur, the decision of the Shift Commander shall stand.

ARTICLE 18

OUTSIDE EMPLOYMENT

Section 18.1: No employee shall accept outside employment that interferes with the employee's performance of his duties or responsibilities in his position with the City or compromises the employee's position with the City through a conflict of interest.

Employees assuming outside employment that involves security or other police related duties shall notify the Chief of Police and shall make known the hours worked, place of employment, duration of employment, and description of duties, as best known by the employee. The Chief of Police will be informed regarding any change in employment status.

ARTICLE 19

EXIT INTERVIEWS

Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the City Administrator and the Chief of Police and/or either of their designees. The purpose of this interview shall be to allow the employee to express reasons for separation and his views on the operation of the Police Department. A copy will be provided to the union upon request.,

ARTICLE 20

SAFETY AND WELFARE

Section 20.1: Safety Policy: The City shall make reasonable provisions for the safety, health and welfare of its employees. The Union agrees to work cooperatively in maintaining safety in the Police Department.

Section 20.2: Safe Equipment: The City will furnish and will maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City. The City may require an employee to restore any item habitually lost or damaged due to the employee's recklessness or willful destruction of any tools, clothing, facilities, supplies or equipment.

Section 20.3: Drug/Alcohol Testing

The unlawful manufacture, distribution, sale, purchase, possession, or use of a controlled substance, as set out in Section 4, is strictly prohibited. An employee who violates this section is subject to the discipline up to and including termination from employment, consistent with Article 11 – Disciplinary Procedure, and/or referred to an appropriate law enforcement authority.

Section 20.4:

Drug and alcohol screening/testing may be conducted randomly and/or upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of alcohol or drugs and/or post-accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required by applicable law. The

following procedures shall not preclude the Employer from administrative action based upon the test results.

Section 20.5:

All drug and/or alcohol screening tests shall be based upon a urine sample and conducted by a certified SAMHSA Agency. In the case of incapacitation, the drug or alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

Section 20.6:

Drug screening tests shall be given to employees to detect the illegal use of controlled substances as follows:

DRUG	SCREEN	CONFIRMATION
Alcohol	.02	
THC	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
PCP	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml
Methaqualones	300 ng/ml	300 ng/ml

Confirmation cutoffs only apply if the Screen test is positive.

Alcohol tests will be given to determine if an employee is impaired (.02 or greater) while on the

job. If an initial drug and/or alcohol screening is positive, a confirmatory test using the gas chromatography-mass spectrophotometry method shall be performed from a portion retained from the original sample. The Employer shall pay for the initial test and the confirmation if the initial test is positive. The employee may have a second confirmatory test done at a certified SAMHSA Agency of his choosing, at his expense, utilizing a portion retained from the original sample.

Section 20.7:

If the Employer or his designee orders, the employee shall submit to screening or testing in accordance with the procedure set forth above. Refusal to submit to screening or testing after being ordered to do so may result in disciplinary action up to and including discharge.

Section 20.8:

Random testing will not exceed twenty percent (20%) of the total number of full-time employees employed by the Employer in any calendar year excluding elected officials and the designated pool of CDL drivers. An outside entity shall determine the random testing times, dates, and personnel to be tested.

Section 20.9: VOLUNTARILY PARTICIPATION IN A DEPENDENCY PROGRAM

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through an employee assistance program or by direct contact with the other providers of such services. Employer knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline.

Information regarding treatment of employees voluntarily entering in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to a treatment program prior to being tested as provided in this Article, the

Employer has the right to insure that the employee is fit for duty when a request for reinstatement is made.

Section 20.10: - RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request, if available, will have the right to inspect and review any aspect of the drug testing program up to the giving of a specimen. The Union may inspect individual test results if the release of this information is authorized by the employee involved, or is necessary or relevant to the grievance/arbitration process of this Agreement.

Section 20.11: - UNION HELD HARMLESS

a) This drug testing program is initiated solely at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of employee's claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any employee's constitutional rights.
b) The Employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

Section 20.12: POLICY IMPLEMENTATION

The policy will be implemented in a consistent non-discriminatory manner.

ARTICLE 21

LABOR MANAGEMENT CONFERENCE

Section 21.1: In the interest of effective communications either party may, at any time, request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested.

Section 21.2: The purpose of such meeting shall be limited to:

A. Discuss the administration of the Agreement;

B. Notify the Union of changes made by the Employer which affect Bargaining Unit employees;

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the Union Representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

F. Discuss ways to increase productivity and improve efficiency;

G. Consider and discuss health and safety matters relating to employees.

Section 21.3: There shall be no more than four (4) employee Representatives for each party in attendance at the Labor-Management Conference.

Section 21.4: Both the City and the Union agree to abide by all agreements reached and stated in Letters of Understanding resulting from Labor/Management Conferences. A Letter of Understanding is defined as an instrument through which both parties mutually agree to the interpretation of an existing Article in the current contract. It cannot be used to make additions or deletions to the existing Agreement. Modifications to the Contract must be made through amendment.

Section 21.5: All Side Letters of Understanding or Letters of Agreement entered into by the Union and the City prior to the beginning date of this Agreement shall be non-binding and nullified unless incorporated into the Articles of this Contract.

ARTICLE 22

UNEMPLOYMENT COMPENSATION

Bargaining Unit employees shall be provided unemployment compensation coverage to the extent required by the Revised Code of Ohio.

ARTICLE 23

POLICE & FIREMEN'S DISABILITY AND PENSION FUND

Employees shall be provided coverage under the Police & Firemen's Disability and Pension Fund as required by the Revised Code of Ohio.

The City shall maintain the Tax Deferral Method currently established.

ARTICLE 24

SEVERANCE PAY

Section 24.1: Upon retirement, death, resignation or termination, full time employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay and overtime pay, due and owed to them as of their last date of employment. In case of death, the above payments shall be made to the employee's estate or designated survivor.

ARTICLE 25

HOURS OF WORK & PERMANENT SHIFTS

Section 25.1: Except in case of necessary appearances in court and emergency special duty assignments, a day's work shall consist of eight (8) continuous hours with a thirty (30) minute lunch period, scheduled upon the approval of the Shift Commander, and a week's work shall consist of forty (40) hours.

Section 25.2: Permanent Shift slots shall be posted on November 1st for the purpose of letting officers bid for their shifts. Employees shall submit bids by November 15th. The assignment of shifts shall be made by November 20th. Shift assignments shall be for the period from January 1st to December 31st, and shall take effect on the nearest shift day off rotation. Shift assignments shall be made on the basis of seniority.

Section 25.3: The Chief has the authority to move individuals for the good of the Department. This can include moving people for job skills or for shift effectiveness, but will not include moving people for disciplinary purposes. In all cases where this may be required the Chief will make every effort to cause minimal impact on the Permanent Shift concept. Should this move be required, the least senior man shall be moved.

Section 25.4: Should a shift vacancy occur for more than 30 days, the Chief and/or Assistant Chief shall post the vacancy for 10 days which will be filled again by seniority. If no one elects to fill the position the Chief or Assistant Chief will assign the patrolman with the least seniority to the needed vacant slot. A vacancy of less than 30 days shall be filled by the Chief or Assistant Chief.

Section 25.5: The Chief of Police retains the authority to create new shifts, determine the number of people assigned to each shift, and in all other ways manage the shift to insure the effectiveness of Police operations.

Section 25.6: Any promotion in rank will result in the following:
Seniority will be determined by date of promotion for purposes of shift bidding.

Section 25.7: Shift Trading

In order to maintain the integrity of seniority and to prevent the circumvention of the bidding process, Shift trading for the remainder of the year will be permitted between officers provided that the trade does not impact on the welfare of the department, with the approval of the Chief of Police and/or Assistant Chief of Police.

Shift trading will be conducted in the following manner:

1. Submit in writing to the Chief or his designee, the reason for requesting the Shift Trade. The request must be for "just cause"; i.e, not for being discontent with your present shift.
2. The request must indicate the shift the officer desires to be posted for five (5) calendar days.
3. The vacancy caused by the person posting the notice must be offered first to all others with less seniority. If that is accomplished the vacancy he leaves must first be offered to all others with less seniority before the original person that caused the posting can fill that created vacancy.

Section 25.8: Notwithstanding the provisions found here-in, at no time will the Permanent Shift bidding allow to have all patrolmen on the same shift with less than two (2) years of service.

ARTICLE 26

OVERTIME

Section 26.1: All work performed in excess of the regular eight (8) hour work day shall be overtime and shall be compensated at the rate of time and one-half (1-1/2) of the employee's regular rate of pay, except in cases where the employee is required to double back when changing shifts, in which case the employee may be required to report back on the same day and is not entitled to overtime pay for such doubling back. When an employee is required to report back to work at a time not contiguous to his regularly scheduled eight (8) hour workday, thus necessitating additional travel to and from work, he shall be guaranteed a minimum of three (3) hours pay at the overtime rate.

"Contiguous to shift" shall be defined as a period of time not anticipated to exceed three (3) hours at the beginning or end of an officer's shift.

Section 26.2: All Bargaining Unit employees shall be eligible for overtime pay at the rate of two (2) times their base rate of pay for the following:

All hours worked in an overtime status during their regularly scheduled second off-duty day following completion of the standard work week.

In the event an employee is offered work on his regularly scheduled first off duty day and refuses the work, all hours worked in an overtime status during the regularly scheduled second off duty day shall be at the rate of time and one-half (1-1/2) the base rate of pay.

Section 26.3: Call In Procedure: The following shall be the procedure for filling shift overtime requirements:

1. Offer eight (8) hours to all qualified officers by seniority, who are assigned to the affected shift and on a day off.
2. Offer eight (8) hours to all qualified officers by seniority, from any shift, who are on a day-

off.

3. Offer four (4) hours to all qualified officers by seniority, from any shift, who are on duty that day.
4. If no qualified officers accept the overtime, the City shall assign four (4) hours to qualified officers from the preceding shift and four (4) hours to qualified officers from the following shift, by reverse seniority, that are on scheduled work days.
    a. Any officer who worked the four (4) hour block of shift overtime prior to his/her scheduled work shift may not be forced to work overtime on the following shift unless an emergency situation is declared.
    b. It is known that a mandatory 16 hour day could be possible if an officer is held over onto the following shift for 4 hours and contact is not made with anyone to fill the last half of the shorted shift.

Section 26.4: When one Lieutenant is already scheduled for a shift then the call out procedure shall be as follows:

1. Offer eight (8) hours to all qualified officers below the rank of Lieutenant by seniority, who are assigned to the affected shift and on a day off.
2. Offer eight (8) hours to all qualified officers below the rank of Lieutenant by seniority, from any shift who are on a day off.
3. Offer eight (8) hours to the Lieutenant on his day off.
4. Offer four (4) hours to all qualified officers including Lieutenants by seniority, from any shift, who are on duty that day.

If no qualified officers accept the overtime, the City shall assign four (4) hours to qualified officers including Lieutenants from the preceding shift and four (4) hours to qualified officers including Lieutenants from the following shift by reverse seniority, that are on scheduled work days.

A. Any officer who worked the four (4) hour block of shift overtime prior to his/her scheduled work shift may not be forced to work overtime on the

following shift unless an emergency situation is declared.

B. It is known that a mandatory 16 hour day could be possible if an officer is held over onto the following shift for 4 hours and contact is not made with anyone to fill the last half of the shorted shift.

The above procedure only applies to shift overtime when one (1) Lieutenant is already working whereas all other overtime shall be filled as before, this includes court overtime and transports.

Regardless of seniority the scheduled Lieutenant on that shift shall be the "watch commander and the officer in charge" and the 2nd Lieutenant filling the overtime shall assume the duties of the officer which he is replacing.

The following procedures will be followed for CCNO transports.

CCNO Transports: The call out procedure for transporting prisoners from the Police Department to CCNO shall be as follows:

> If a transport is needed, and there is less than three (3) hours left in the shift then the call out will be contiguous to that shift and the overtime shall be offered to all officers on the following shift by seniority. If all officers refuse the overtime then the time shall be filled by reverse seniority from the following shift. For the purposes of this Section, all Detectives shall fall under the Day Shift Watch with their starting time as 8:00 a.m.

Section 26.5: No overtime will be paid unless it has been authorized in advance by the appropriate Supervisor.

Section 26.6: Weekend Dispatching: The City reserves the right to schedule and use supplement employees to perform weekend dispatching duties.

ARTICLE 27

COURT APPEARANCE TIME

Employees who are required to return to make Court appearances at a time not contiguous to the beginning or end of their shift, shall be paid a minimum of three (3) hours at time and one-half (1-1/2) their regular hourly rate for such required Court appearances. In the event the employee is held beyond the guaranteed minimum three (3) hour period, he shall be compensated at time and one-half (1-1/2) to the nearest tenth (10th) hour for the period of time his presence is required by the Court. In the event the Officer is working the 11:00 p.m. to 7:00 a.m. watch, and spends more than five (5) hours in Court, he shall not be required to report to work if scheduled for that same day. However, the time will be charged against his sick leave and he must notify the Watch Commander.

ARTICLE 28

COMPENSATORY TIME

Section 28.1: Bargaining Unit employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status, subject to the provisions of this Article.

Section 28.2: All requests for credit of compensatory time must be submitted in writing during the pay period in which the overtime was worked. Such request shall show the date and time when compensatory time was earned, the case upon which such time was earned, the case upon which such time was spent, and a brief description of the activity.

Section 28.3: Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of authorized overtime worked at the time and one-half rate. Compensatory time shall be credited at the rate of two (2) hours of compensatory time for each hour of authorized overtime worked at the double time rate..

Section 28.4: Compensatory time off shall be subject to advance approval by the employee's Supervisor. “Pink Cards” reflecting the allowance of time off as compensatory time shall be given to the Supervisor by the employee at the time the officer requests leave. Supervisors shall promptly file the cards with the Chief or Assistant Chief to permit orderly scheduling of manpower and to minimize unnecessary overtime. Not less than one (1) hour of compensatory time shall be taken on any one day. Compensatory time can be accumulated up to one hundred and twenty (120) compensatory hours. In the last week of May and the last week of November, the accumulated hours in excess of sixty (60) compensatory hours will be reduced back to sixty (60) compensatory hours and those hours in excess of sixty (60) hours will be paid to the Officer at the straight time rate in the first pay in June and the first pay in December at the Officer's current hourly rate.

Section 28.5: No compensatory time will be credited unless the overtime hours worked are authorized in advance by the appropriate supervisor. Employees shall not be eligible for compensatory time credit for any hours for which they were otherwise compensated.

Section 28.6: An employee shall not be permitted to transform accumulated compensatory hours into overtime payment except as stated in this Article or in the case of termination of employment with the City or promotion to a position outside the Bargaining Unit.

Section 28.7: Compensatory time off approved in writing more than 48 hours prior to the commencement of the requested leave shall not be canceled in the absence of circumstances justifying the cancellation of all leaves for the good of the Division. Compensatory time off approved in writing more than 48 hours in advance of the commencement of the requested leave must be taken in accordance with the request and may not be canceled by the officer after another officer has been scheduled to fill the vacancy without express consent of the Chief or Assistant Chief.

ARTICLE 29

COMPENSATED TIME AS TIME WORKED

Holidays, vacation days and other paid time off to which a Police Officer is entitled as a matter or right under or by virtue of any Ordinance of the City or this Agreement shall be considered as time worked, for the purposes of seniority, longevity or other matters where tenure is a factor.

ARTICLE 30

ACTING TIME

Section 30.1: When the appropriate administrative authority determines it necessary to temporarily assign an employee to work in a higher classification, said employee shall be eligible to receive the rate of pay of that classification for the period which he/she was so assigned.

Section 30.2: Employees who stand highest on the promotional eligibility list, in the next lower rank, shall be given first preference for the acting time. Acting time shall be paid for the actual number of hours worked in the higher classification. In the event there is no promotional eligibility list, then the employee in the affected section or unit who has the most seniority in the next lower rank, shall be given the acting time.

Section 30.3: The individual must be assigned to and must perform functions that are normally performed by the higher classification replaced in order to receive compensation for that time period.

ARTICLE 31

TRADE DAYS OFF

Section 31.1: Police Officers may be allowed to trade days off with other qualified Police Officers when such trade does not interfere with the operations of the Department or create any additional cost to the City.

All requests to trade days off shall be subject to the advance approval of the Watch Commander as directed by the Police Chief or his designee. The Police Chief shall establish the method and procedures for requesting and recording the exchange of days off.

Section 31.2: Employees shall not be eligible to receive sick leave for any day which they are scheduled to work in the exchange of days off.

Section 31.3: The following rules shall prevail for trading days off:

A. There shall be no trades involving more than two (2) employees;

B. All trades shall have the approval of the Watch Commander as directed by the Police Chief;

C. Officers may trade only with another Officer;

D. No additional trades shall be made by an employee until the first trade day has been repaid.

ARTICLE 32

HOLIDAYS

Section 32.1: All employees of the Bargaining Unit shall receive twelve (12) holidays per calendar year. Such holidays may be scheduled in accordance with the rules governing vacation at anytime during the calendar year.

Section 32.2: During each calendar year during the term of this Agreement employees must schedule and use a minimum of three (3) holidays. All days not used will be paid at the employees regular rate of pay during the last pay period of November. Any variance to this Section will be governed by Section 5 of Article 33 (Vacations).

Section 32.3: New employees or employees who terminate their employment for any reason shall be entitled to holidays on a pro rata basis for each full month of service. Employees who have used more than their pro rata share of holidays upon termination of seniority shall have deducted from their final check, an amount equal to such over payment.

ARTICLE 33

VACATIONS

Section 33.1: Full time employees are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

(A)	1 year but less than 7 years -	2 weeks (80 hours)
(B)	7 years but less than 14 years -	3 weeks (120 hours)
(C)	14 years but less than 22 years -	4 weeks (160 hours)
(D)	22 years and over -	5 weeks (200 hours)

Section 33.2: Vacation is earned each biweekly pay period at the following rates:

(A) For those entitled to 80 hours annual vacation a 3.1 hours per pay period;

(B) For those entitled to 120 hours annual vacation a 4.5 hours per pay period;

(C) For those entitled to 160 hours annual vacation a 6.2 hours per pay period;

(D) For those entitled to 200 hours annual vacation a 7.7 hours per pay period.

Section 33.3: The employee eligible for 4 or 5 weeks vacation may have the option of receiving the fourth or fifth week (but not both) as 40 hours per week base pay in lieu of vacation.

Section 33.4: Vacation will be arranged to give consideration to the desire of the employee to the extent possible in line with their seniority and, at the same time, which will not interfere with City operations. All employees eligible for vacation must take their vacation except as otherwise specified in this Article.

Section 33.5: Generally vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The City may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance by the City Administrator and must be in response to special circumstances.

Section 33.6: Priority and selection of days off shall be as follows:

1. Vacation Days
2. Holidays
3. Personal Days, Compensatory Days and Trades

Employees will select their vacation periods by five (5) day blocks, forty (40) hour blocks, Saturday through Friday by February 28th of each year. The two (2) days that are regularly scheduled days off during the Saturday through Friday period shall remain so with vacation days filling in the remainder of the vacation period. In no event shall employees be denied seven (7) continuous days off. After the five (5) day vacation periods are selected, employees that did not opt to select all of their vacation time in such fashion, may select the remainder of their vacation days individually by March 15th of each year.

After the completion of the vacation days selection, employees may select their holidays as provided in Section 4 by March 30th of each year.

After March 30th of each year the remaining types of days off shall be selected on a first-come basis. In the event two (2) employees simultaneously select the same day off, it shall be resolved by seniority.

The trading of days off shall not take precedence over any of the foregoing days and shall be completed as provided in **Article 31 - TRADE DAYS OFF.**

To maintain the integrity of the seniority system, employees may not trade vacation days or holidays. If an employee's work assignment, shift or rank changes voluntarily after selecting such time- off periods, he shall re-select the affected days off.

Section 33.7: Vacation leave is earned while on vacation, sick leave, or compensated time, but is not earned while performing overtime.

ARTICLE 34

SICK LEAVE

Section 34.1: Crediting of Sick Leave: Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of 140 hours, but not during a leave of absence, suspension, or layoff. Unused sick leave shall accumulate without limit.

Section 34.2: Retention of Sick Leave: An employee who transfers from a division within the City, shall retain credit for any earned, but unused, sick leave. The previously accumulated sick leave of an employee who has been separated from the public service with the City of Defiance shall be reinstated to his credit upon his reemployment in the City provided that such reemployment takes place within five (5) years of the date on which the employee was last terminated from public service.

Section 34.3: Expiration of Sick Leave: If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability separation or a personal leave in accordance with this Agreement.

Section 34.4: Charging of Sick Leave: Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for such leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 34.5: Uses of Sick Leave:

A. Sick leave shall be granted to an employee only upon approval of the City and for the following reasons:

1. Illness or injury of the employee or member of his immediate

family. (In the case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified, but such cases will be carefully investigated.)

2. Death of a member of his immediate family.
3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family which requires the employee and which cannot be scheduled during non-working hours.
4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth of the employee and other conditions related thereto.

B. For the purpose of this Section, immediate family shall include the employee's father, mother, sister, brother, spouse or child. The family illness provision for allowable use of paid sick leave shall be medically necessary conditions only, for a limited period of time (not to exceed twenty (20) work days for the medical condition giving rise to the absence) to enable the employee to secure other arrangements for the care of the member of his immediate family. Additional time may be granted on a case by case basis.

Section 34. 6: Evidence Required for Sick Leave Usage: The City may require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall

be required to justify the use of sick leave. Falsification of either a written, signed statement or a Physician's Certificate shall be grounds for disciplinary action including dismissal. After four (4) occurrences of sick leave usage in a rotating year, a physician's certificate may be required.

Section 34.7: Notification by Employee: When an employee is unable to report to work, he shall notify his immediate Supervisor, or other designated person, one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements have been made in advance with the Supervisor. Employees using sick leave for scheduled appointments must notify their supervisor no later than the day prior to the appointment, except in the case of an emergency.

Section 34.8: Abuse of Sick Leave: Employees failing to comply with Sick Leave Rules and Regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Sick pay may not be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs or alcoholic beverages while committing a felony or other criminal action.

Section 34.9: Physician Statement: Employees with an illness or disability exceeding three (3) days shall be required to furnish a statement from his physician notifying the City that the employee is unable to perform his duties and shall be required to present a statement from his physician upon his return to work indicating his fitness.

Where sick leave is requested to care for a member of the immediate family, the Employer may require a Physician's Certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 34.10: Physical Examination: The City may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental

capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. The cost of such examination shall be paid by the City.

If at any time a City physician finds an employee unfit for duty, the employee may request a second opinion. The physician shall either be selected by the employee's original doctor and the City's or as mutually agreed by the parties. The cost of such examination shall be borne by the party who the doctor rules against.

Also, if the mutual or the City's original physician decides that the City was incorrect in declaring the employee unfit for duty, the City shall make the employee whole for lost wages and benefits as a result of the City's action.

Section 34.11: Retirement Sick Leave Conversion: Any Bargaining Unit employee who retires after ten (10) years of continuous service will be compensated for accumulated, but unused sick leave earned while employed with the City of Defiance at the time of retirement in the following manner:

> One (1) day's pay for every two (2) days of accumulated but unused sick leave, not to exceed one hundred twenty (120) days.
>
> An employee's "daily base rate" or "day's pay" shall be figured by dividing the employee's annual base rate at the time of retirement by 2,080 hours and multiplying that base hourly rate figure by eight (8) hours.

In case of death of an active employee, after one (1) year of continuous service, his accumulated sick leave will be converted to a lump sum payment at the rate of one (1) day's pay for each (2) days of accumulation, payable to his beneficiary previously designated by him in writing on a form provided by the City. If there is no valid designation, the payments shall be made to his estate, upon the application of the personal representative.

Section 34.12: Grandfather and Resignation Sick Leave Conversion: Employees employed for ten (10) years or more as of December 31, 1991, shall be eligible for sick leave

conversion upon retirement at one (1) day for each two (2) days accumulation without limit.

Beginning January 1, 1992, an employee of the Bargaining Unit, with twenty-two (22) or more years of service, who resigns from the employment of the City shall be eligible for payment for one (1) day's pay for every two (2) days of accumulated but unused sick leave, not to exceed one hundred and twenty (120) days.

ARTICLE 35

BEREAVEMENT LEAVE

Section 35.1: A regular full time employee of the Bargaining Unit shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave of absence will be granted between the day of death until and including the day of the funeral, not to exceed three (3) calendar days and shall not be charged against the employee's accumulated sick leave.

In the event of the death of an employee's father, mother, brother, sister, spouse, child, or stepchild, the employee, upon giving notice, shall have the right to the day of burial off should it exceed the three-day limit. Such additional day shall not be charged to employee's accumulated sick days.

In the event of the death of an employee's father, mother, brother, sister, spouse, child, or stepchild, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days.

Section 35.2: The employee must notify his Supervisor of the purpose of his absence not later than one (1) hour prior to his scheduled starting time on the employee's first day of such absence from scheduled duty. The employee may be asked to provide to the Department Head verification of the death, relationship, and funeral date.

Section 35.3: Immediate family shall be defined as the employee's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, relative living in the employee’s home, or legal guardian or other person who stands in place of a parent (loco parentis).

Section 35.4: In the event of the death of any other relative of an employee, the employee shall

be excused with pay the day of the funeral, and the pay shall be deducted from the employee's accumulated but unused sick leave.

ARTICLE 36

INJURY LEAVE

Section 36.1: Upon approval of the Board of Control, any employee who qualifies for disability or medical payments through the Ohio Bureau of Workers' Compensation for an injury incurred in the line of duty shall be entitled to receive his normal pay from the City during the first sixty (60) calendar days of such injury, without any loss of accumulated sick leave time. , The employee will be required to sign a Salary Continuation Agreement that will be forwarded to the Ohio Bureau of Compensation. The Board of Control will review and decide before the 50th day for additional salary continuation.

Section 36.2: If the employee returns to work prior to expiration of the original sixty (60) calendar day period and then is disabled at a later date due to the same injury he may use the unused portion of the sixty (60) calendar day period provided he has properly filed his claim for such recurrence with the Industrial Commission.

Section 36.3: In the event the Bureau of Workers' Compensation should deny any claims as not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury leave days will be charged against the employee's accumulated sick leave. In the event the employee does not have sufficient accumulated sick leave to cover the period of absence, the employee shall be personally liable for refunding to the City all amounts received as injury leave pay. Holidays which occur during the injury leave days which are subsequently disallowed shall not be charged against the employee's sick leave accumulation.

Section 36.4: It is the responsibility of the employee to make a written request to the Payroll/Personnel for injury leave.

Section 36.5: Any employee, after one (1) year of continuous service, who is permanently separated from City Service due to a service-related disability compensated by the Ohio Bureau of Workers' Compensation or the Police and Firemen's Disability Pension Fund, as a result of a bodily injury received in the line of duty, shall receive payment at the rate at one day's pay for each two (2) days of accumulated but unused sick leave, not to exceed one hundred twenty (120) days.

Section 36.6: In the event an officer sustains a minor injury in the course of his employment and such minor injury requires medical treatment, the City may request the opportunity to pay for such medical treatment out of the City's fund(s). In the event the employee agrees, the employee shall be given a written acknowledgement that the injury was sustained in the course of and arising out of employment and shall be eligible for injury leave under Article 36.

ARTICLE 37

TRAVEL ALLOWANCE

Any employee requested by the City to use his private vehicle in the course of his employment shall receive the Internal Revenue Service mileage rate then in effect.

ARTICLE 38

UNIFORM ALLOWANCE

Section 38.1: A uniform allowance of $1,075.00 per year shall be established for all Bargaining Unit employees of the Defiance Police Department. Five hundred dollars ($500.00) shall be available January 1 each year in an account to purchase designated uniforms and equipment on a purchase order basis. Five hundred seventy-five dollars ($575.00) shall be paid to employees to purchase authorized items, considered as a taxable fringe benefit, from an approved list and shall be paid annually in February.

Employees assigned on a continuing basis as a Detective or to the Man unit shall be entitled to Three Hundred Fifty ($350.00) dollars in an account to purchase designated uniforms and equipment on a purchase order basis. Seven Hundred Twenty-five dollars ($725.00) shall be paid to employees to purchase authorized items, considered as a taxable fringe benefit, from an approved list.

Section 38.2: Whenever a new full time employee is hired in the Police Department, he shall receive an allotment for the first year equal to two (2) year's uniform allowance divided into two (2) amounts. A total of thirteen hundred dollars ($1,300.00) shall be available in an account to purchase designated uniforms and equipment on a purchase order basis. A total of eight hundred fifty dollars ($850.00) shall be paid to the employee to purchase authorized items, considered as a taxable fringe benefit, from an approved list. At the beginning of the employee’s second year of employment he shall receive a one-half (1/2) of the normal uniform allowance. Two hundred fifty dollars ($250.00) shall be available in an account to purchase designated uniforms and equipment on a purchase order basis. Two hundred eighty-seven dollars and fifty cents ($287.50) shall be paid to the employee to purchase authorized items, considered as taxable fringe benefit, from an approved list.

Whenever a new employee voluntarily leaves the department with less than one (1) year of service, a prorated amount for each month of service short of one (1) year the employee fails to complete shall be withheld from the last pay due to said employee or the employee shall turn in all items purchased from the uniform allowances.

Section 38.3: The types and styles of uniforms and/or shoes to be worn by Police Officers shall be determined by the Police Chief and the City Administrator and union shall be consulted on an advisory capacity.

Section 38.4: Any unused portion of the uniform allowance placed in the account to purchase designated uniforms and equipment on a purchase order basis for a given year can be carried over into the next year's allowance, but such carry-over shall not exceed the amount of the previous year's allowance to such account. In the event an employee elects to carry over a portion of his uniform allowance placed in the account, such employee shall receive this the regular uniform allowance for that year in addition to that portion carried over from a previous year. Employees at any time may be required by the Employer to replace worn, damaged or otherwise unacceptable uniform articles or equipment.

Section 38.5: A list of Approved Equipment and Clothing items which can be purchased with monies from the employee's uniform allowance shall be established subject to final approval by the City Administrator and the union shall be consulted on an advisory capacity.

Section 38.6: Dry cleaning of uniforms will be paid by the City, from the individual clothing allowance providing that such uniforms become soiled and/or damaged as a result of a job related occurrence beyond normal duties such as a scuffle, fight, etc.

Upon approval the City will replace at its expense uniform items and reasonable personal effects destroyed in the line of duty. Any monies received by the City as restitution for the loss shall be deposited into the City General Fund.

Section 38.7: Any equipment provided to an employee and or clothing that is used to identify an officer as a City of Defiance Police Officer shall be required to be returned to the Employer upon termination of service for any reason.

ARTICLE 39

EDUCATIONAL BENEFITS

Section 39.1: Employees employed prior to December 31, 1996 who received annual compensation under the former Educational Benefits Program, shall continue to receive such payment for the duration of their employment in this Bargaining Unit.

Section 39.2:

A. Each new employee shall attend an accredited basic Police School Program in accordance with State law. The City shall pay necessary expenses including tuition and text books. Lodging, meals, and mileage shall be paid for out-of-town schooling with approval of the Chief of Police.

B. These courses (in accordance with A above) shall be completed within the employee's first (1st) year. A reimbursement contract shall be signed by the new employee.

C. Each employee shall be provided with opportunity, as approved by the Chief of Police, to attend schooling, certification, or re-certification programs required to maintain the present level of services provided by the Police Department. The City shall pay necessary expenses including tuition and text books. Lodging, meals, and mileage shall be paid for out-of-town schooling with approval of the Chief of Police.

D. Additional Education: Employees shall be eligible to receive an amount not to exceed $175.00 as reimbursement for cost of college, correspondence or other job-related courses approved by the Board of Control and taken on other than City time and at City expense. This shall be based upon the course taken and successfully passed.

Application for such reimbursement shall be submitted, by the employee, to the City Administrator who shall forward the request to the Board of Control for approval or disapproval prior to the beginning of the schooling. The request shall include all relevant data showing the content of the schooling to be taken and its relationship to the employee's job. If approved by

the Board of Control, the reimbursement will be made following the employee's submission of documentation to the City Administrator showing that he/she has successfully passed the courses taken.

E. Reimbursement: Reimbursement shall be made to the employee by the City after completion of approved courses or the cost of said training program can be paid directly to the person or firm conducting the program. The employee must pass the course and receipts have to be furnished upon completion in order to be reimbursed. The employee shall have the right to keep the text books. Advance payment shall be reimbursed to the City in the case where an employee fails to obtain a passing grade.

Section 39.3: Appropriate paid leave for time off, not to exceed nine (9) days aggregate per year

shall be granted for employees to use anytime during the year for the purpose of attending educational programs related to Labor/Management; however, it shall require approval by the Chief of Police.

ARTICLE 40

FALSE ARREST INSURANCE

The City shall provide False Arrest Insurance coverage for all regular and special Police Officers. The Union will pay to the City maximum amount of $400 per year towards a rider on this policy for moonlighting coverage.

ARTICLE 41

LIFE, PRESCRIPTION, DENTAL, VISION & HEALTH INSURANCE

SECTION 41.1: Life Insurance

The City shall provide at no cost to the full-time employee, a death benefit and accidental death benefit in an amount to be determined by the Health Care Cost Containment Committee subject to the approved Committee Rules of Procedures as established in Council Resolution 2071. It shall be paid to the designated beneficiary of a full-time employee of the City of Defiance upon death, providing such death occurs after the employee has completed thirty (30) days from date of employment and the first of the month thereafter.

Each employee should furnish the City with a Designation of Beneficiary. In the event the employee has failed to designate a beneficiary, then the benefit shall be made to his estate upon the application of the personal representative. The City will provide a Certificate of Insurance to each employee.

SECTION 41.2: Accidental Death Benefits

Accidental Death Benefits for a full-time employee's spouse and each dependent child shall be provided by the City at no cost to the employee.

Amounts will be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules of Procedure as established in Council Resolution 2071.

SECTION 41.3: Prescription Plan

Health Insurance including a prescription plan and full maternity benefits for all full-time employees shall be provided by the City. Health Insurance coverages will be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules of Procedures, as established in Council Resolution 2071.

SECTION 41.4: Dental

The City shall offer a Dental Insurance Program to cover the full-time employees and their dependents. The Dental Plan coverage shall be determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

SECTION 41.5: Vision

The City shall offer a Vision Care Insurance Plan to cover the full-time employees and their dependents. The Vision Care Coverage shall be determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

SECTION 41.6: Health, Dental, Prescription And Vision Insurance

The Employer shall offer Hospitalization, Medical, Prescription, Vision and Dental Insurance to all eligible employees covered by this Agreement, in the same manner as provided under the City-wide insurance plan determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

SECTION 41.7: Upon the written request of an employee on leave of absence, the City will continue coverage of the Group Life and Health Insurance and will assume payment of premium for a maximum of thirty (30) days. At the beginning of the month, following the commencement of his leave of absence, the employee will be responsible to pay the full premium.

ARTICLE 42

WAGES

Section 43.1: Employees in the two (2) Bargaining Units shall be paid according to the following pay schedules retro-active for employees employed upon execution of this Agreement to January 1, 2012. In the case of a disagreement involving hourly rates and annual salaries of pay, the hour rate will supersede the annual rate.

Classifications	Effective 1/1/09
POLICE OFFICER	$17.4151
0-1 Years of Service	$36,223
POLICE OFFICER	$18.9311
1 – 2 Years of Service	$39,377
POLICE OFFICER	$20.5749
2-3 Years of Service	$42,796
POLICE OFFICER	$22.2151
3-4 Years of Service	$46,207
POLICE OFFICER	$23.8600
4-5+ Years of Service	$49,629
SERGEANT	$25.7686
	$53,599
LIEUTENANT	$27.9583
	$58,153

Section 43.2: Shift Differential

In addition to the above listed wages, officers shall be compensated an additional $.50 per hour when working the “afternoon shift”. Officers working the “midnight shift” shall be compensated an additional $.35 per hour. Officers working the “swing shift” will be compensated an additional $.50 per hour.

Section 43.3: 2012 Bonus

On or before July 14, 2012 the City shall pay a $500 lump sump bonus to each member of the bargaining units. This is a one-time payment and it shall not be rolled in to the base wage.

Section 43.4: On Call Pay

Offices assigned to the detective bureau, in addition to their regular wages, shall be compensated $40.00 per week for the week that they are on call. The detective shall receive this payment even if he is not called in to wrk during that week, and the $40.00 payment is not subject to overtime. The specific number of hours that the detective is required to come in while on call may vary, but they are expected to be available when needed.

ARTICLE 43

WAIVER IN CASE OF EMERGENCY

Section 44.1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor or the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of the Agreement may be temporarily suspended by the Employer:

A. Time limits for Management's replies on grievances;

B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 44.2: Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

ARTICLE 44

ATTORNEY REPRESENTATION

Section 45.1: In the event a civil action is brought against an Officer of the Defiance Police Department, arising out of performance of his/her official duties, including but not limited to emergency first aid, the Director of Law, upon request, will review the facts of the incident giving rise to such action and, if it is determined by the Director of Law that the Defendant acted properly and in accordance with applicable laws and regulations and procedures, an Attorney from the City Law Department shall be assigned by the Director of Law to defend such action such brought against the Officer.

Section 45.2: When the Director of Law, in his sole discretion, determines for whatever reason that no member of his office can represent an Officer in a civil action as described in Section 1 above, but has acknowledged the validity of the defense of the suit, the City, at the direction of the Director of Law, shall appoint and pay an Attorney to represent the Officer; said Attorney shall be selected by the Director of Law.

It is understood that said Officer may suggest names of persons whom he/she wishes to represent him/her. The Director of Law will consider the names suggested, but it is not required to select the person to be appointed to represent said Officer from the names suggested. The determination of who will be appointed to represent said Officer shall be made by the Director of Law in his sole discretion and his determination shall be final.

ARTICLE 45

ASSOCIATION OFFICERS

While on duty, a Union Officer may attend Association Meetings if he is an official of said Union, provided that he respond to duty activities, if needed. Further, that a 48-hour notice is given to the Watch Commander and such release from duty is subject to the scheduling requirements in the interest of efficient operation of the Department.

ARTICLE 46

NO STRIKE OR LOCKOUT

Section 47.1: It is understood and agreed that the services performed by City employees included under this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

Section 47.2: When the City notifies the Union that any members of the Bargaining Unit individually or collectively are engaged in any such strike activity, as outlined above, the Union agrees to disclaim approval of the strike and instruct all employees to return to work immediately. Should the Union fail to disclaim approval of the strike and instruct employees to return to work, the City shall have the option of canceling any or all Article(s), Section(s) or Sub-section(s) of this Agreement. Any employee failing to return to work or who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge and only the question of whether or not he or she did in fact participate in or promote such action shall be subject to appeal.

Section 47.3: Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

The City agrees that neither it, its Officers, Agents or Representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees of the Bargaining Unit, unless those members shall have violated the above Sections of this Article.

ARTICLE 47

WORK PRESERVATION

Section 48.1: Non-Bargaining Unit employees shall not perform Bargaining Unit work. It is understood that this Section shall not prohibit the Chief or Assistant Chief from performing any duty(ies) that have traditionally been performed by the Chief or Assistant Chief. Further, this Section shall not prohibit the use of qualified full time, regular Peace Officers to supplement the work force where all Bargaining Unit employees have been offered an opportunity to work.

Section 48.2: The City shall not subcontract any Bargaining Unit work where a Bargaining Unit employee will be laid off, lose an opportunity for overtime, that would have customarily been performed by Bargaining Unit employees, or a Bargaining Unit job will be abolished. It is understood that the City may subcontract Bargaining Unit work where there is an emergency that poses a threat to the health, welfare or safety of the community.

ARTICLE 48

K-9 UNIT HANDLER

Section 49.1: Procedure for Designation of Police Personnel as K-9 Unit Handler:

A. Only officers holding the rank of Patrolman may be considered eligible for designation as a K-9 Unit Handler.

B. Pursuant to Article 16 of the Collective Bargaining Agreement, the Chief of Police shall have the exclusive authority to station an officer as a K-9 Unit Handler. In exercising discretion to award such designation, the Chief of Police shall comply with the following procedure.

1. At the time a determination is made by the City to acquire an animal, the availability of a position as handler of the dog shall be posted for not less than 5 days.
2. Each Patrolman desiring to be considered for designation as the handler of the animal to be acquired shall submit an application to the Chief of Police outlining his or her qualifications for the position.
3. All Patrolmen who apply for designation as the handler of an animal shall be interviewed and evaluated by a representative of the facility through which the animal is to be trained. An officer deemed not qualified by the training program representative shall be excluded from further consideration for designation as the dog's handler regardless of his or her qualifications.
4. In the event two or more Patrolmen are deemed qualified for the duties of the position by the training program's representative, the Chief of Police shall evaluate the relative qualifications of each applicant. In making such evaluation, the Chief shall consider each of the criteria required by Article 16, Section 6, to be considered prior to the assignment of an officer to detective duties and any recommendations made by the training facility's representative regarding the relative suitability of the competing applicants.

Prior experience as a designated K-9 Unit Handler shall not, in and of itself be sufficient to justify an award of the designation to an officer possessing such experience in preference to an officer who lacks such experience but is otherwise qualified and has greater seniority with the Department.

Section 49.2: Effect of Designation on Promotion, Shift Assignment, Lay-off:

A. Designation of a Patrolman as a K-9 Unit Handler shall not constitute a promotion as defined by Article 16 of the Collective Bargaining Agreement. Officers designated as K-9 Unit Handlers shall, however, be entitled to overtime compensation and expense reimbursement.

B. Designation of a Patrolman as a K-9 Unit Handler shall have no effect on the officer's eligibility for promotion and shall not be considered for any purpose in the evaluation of police personnel competing for promotion to a vacancy above the rank of patrolman. K-9 Unit Handlers awarded one or more promotions shall retain the K-9 Unit Handler designation and remain responsible for the care, training and working of the animal assigned to them for the balance of the useful life of the animal.

C. Officers designated as K-9 Unit Handlers shall be eligible for permanent assignment to the 2nd and 3rd shifts, as well as swing shift position. An officer who accepts designation as a K-9 Unit Handler shall, by the acceptance of the designation, forfeit his or her right to bid for permanent assignment to the 1st shift for so long as the animal to which the officer is assigned remains in active service with the Police Department. Officers designated as K-9 Union Handler will be assigned to either the 2nd Shift or the 3rd Shift pursuant to the shift bidding provisions of Article 25 of the Collective Bargaining Agreement in accordance with their seniority and without regard for their designation as a K-9 Unit Handler, provided, however, that if there are two officers handling trained animals at any one time, they shall not be assigned to the same shift.

D. In the event the annual shift bidding provided by Article 25 would result in an officer designated as a K-9 Unit Handler being assigned to the 1st shift, or in two (2) K-9 Unit Handlers being assigned to the same shift, appropriate adjustments to the permanent shift assignments will be made and consequent assignment of one or more officers with junior seniority to a shift other than to the one to which they would otherwise be assigned shall be deemed assignments for the good of the Department authorized by Article 25, Section 3.

E. Officers designated as K-9 Unit Handlers shall not be permitted to engage in Shift Trading authorized by Article 25, Section 7, if such trades would result in a K-9 Unit Officer being assigned to 1st Shift or in two (2) K-9 Unit Handlers being assigned to the same shift.

F. The safety provision of Article 25, Section 8, shall not be avoided by schedule adjustments made necessary by the assignment of K-9 Unit Handlers to 2nd and 3rd shift. If departures from the Shift Bidding provided for by Article 25 are required to accommodate assignment of K-9 Unit handlers to 2nd and 3rd Shift, the requirements of Section 8 shall be complied with and the consequent assignment of one or more officers with junior seniority to a shift other than the one to which they would otherwise be assigned shall be deemed assignments for the good of the Department authorized by Article 25, Section 3.

G. In the event of a reduction in force, the provisions of Article 15 mandating the lay-off of officers in the reverse order of their seniority shall be applied without regard for any individual officer's designation as a K-9 Unit Handler.

Section 49.3: Compensation of Officers Designated as K-9 Unit Handlers

A. The rate of pay for each officer designated as a K-9 Unit Handler shall be determined based upon the officer's rank, years of service and, if applicable, longevity, as provided by Articles 43 and 42 without reference to the officer's designation as a K-9 Unit Handler.

B. Each officer designated as a K-9 Unit Handler shall routinely be paid two (2) hours overtime at 1 and ½ times the officer's current rate of pay for each week during which the K-9 Unit Handler acts as the primary custodian of the animal. This

overtime compensation shall be paid as compensation for time reasonably anticipated to be spent by the K-9 Unit Handler in providing necessary care to the animal at times other than the normal working hours of the shift to which the K-9 Unit Handler is permanently assigned. Officers entitled to such overtime pay shall not be required to document the time expended in providing care to the animal during off hours. For purposes of this paragraph, an officer designated as a K-9 Unit Handler shall be deemed the primary custodian of the animal during each week the animal is kept at the residence of the officer for four (4) or more days. Routine overtime compensation shall not be allowed during weeks during which the animal is kept in a kennel, veterinary hospital or other facility for more than 72 hours.

C. Overtime compensation shall not be paid for time expended in caring for an animal except as provided by Paragraph B unless expressly authorized by the Chief or Assistant Chief of Police in advance of the expenditure of the time for which the compensation is requested. Overtime compensation paid pursuant to this paragraph shall be paid at 1 and ½ times the officer's current rate of pay for all time actually expended in providing care to the animal which does not exceed the total number of overtime hours authorized by the Chief or Assistant Chief of Police prior to the service being rendered. All time for which compensation is paid pursuant to this paragraph must be documented to the satisfaction of the Chief of Police. Circumstances for which the Chief or Assistant Chief may authorize non-routine overtime compensation will include, by way of illustration:

1. Illness of the animal of a nature reasonably requiring the K-9 Unit Handler to expend more than two (2) hours per week to provide the animal with necessary care;
2. Overtime time expended in caring for an animal during weeks in which the K-9 Unit Handler is not the primary custodian of

the animal due to its being kept in a kennel, veterinary hospital or other facility for more than 72 hours; and,

3. Allowances of compensable overtime to officers other than the officer designated as the K-9 Unit Handler of a particular animal for services rendered to the animal during temporary absences of the K-9 Unit Handler.

Section 49.4: Overtime Duty Assignments:

A. For purposes of application of Article 26, Section 3, an officer designated K-9 Unit Handler may be deemed to be the only qualified officer available to work overtime under circumstances in which the services of the animal are required to perform a function which cannot be as effectively performed by an officer working without an animal. No grievance shall be based upon an assertion that a K-9 Unit Handler was permitted to work overtime hours not offered to one or more officers vested with greater seniority under circumstances in which the K-9 Unit Handler is called in order to make the services of the animal available to the Department. Entitlement to work overtime necessitated by a need to maintain adequate staffing and unrelated to a need to employ the services of a trained animal shall be determined in accordance with Article 26 of the agreement without reference to an officer's designation as a K-9 Unit Handler. If the department has more than one animal suitably trained to perform the needed function, the seniority preferences of Article 26 shall be employed in determining which K-9 Unit Handler is first offered the opportunity to work overtime.

B. When, in the opinion of the City Administrator, Chief or Assistant Chief of Police, the services of a law enforcement trained animal are required, the K-9 Unit Handler assigned to the animal may be required to report for overtime duty notwithstanding the provisions Article 26, Section 4, of the Collective Bargaining

Agreement. Refusal to report for such duty may be relied upon as the basis for disciplinary action for insubordination, neglect of duty or other grounds.

C. A K-9 Unit Handler called for overtime duty in order to make the services of the animal in his or her care available to the Department at times other than the normal hours of the shift to which the K-9 Unit Handler is permanently assigned shall be compensated in accordance with the provisions of Article 26, Sections 1 and 2, of the Collective Bargaining Agreement.

Section 49.5: Municipal Ownership of Animal, Duties to Provide for Animal:

A. For so long as a dog trained for law enforcement work remains actively engaged in the service of the Department, the exclusive ownership of the animal shall be in the City of Defiance.

B. In accordance with the requirements of Article 20, Section 2, of the Collective Bargaining Agreement, the City shall provide adequate equipment for the safe keeping and care of the animal. The K-9 Unit Handler to whom the animal is assigned shall be responsible for the maintenance of such equipment and for reporting defects, wear or other conditions requiring the repair or replacement of such equipment as provided by Article 20, Section 2.

C. For so long as a dog remains property of the City, the City shall provide the K-9 Unit Handler with adequate food for the animal and appropriate veterinary services. At the discretion of the Chief of Police, the K-9 Unit Handler may be granted authorization to purchase food for the animal using funds provided by the Department, on the credit of the Department or using personal funds for which the K-9 Unit Handler shall be reimbursed. Charges to the credit of the Department and claims for reimbursement shall be recognized only if authorized by the Chief of Police in advance of the expenditures and the K-9 Unit Handler shall reimburse the Department for any charge made against the credit of the Department without such prior authorization. Veterinary Services shall be provided by a Veterinarian

selected by and approved by the Chief of Police. The K-9 Unit Handler shall not present the animal or otherwise authorize the performance of any Veterinary service for the animal without prior approval of the Chief or Assistant Chief of Police and may be required to reimburse the city for any such service provided without such prior approval.

Section 49.6: Transfer of Ownership of Animal to Designated K-9 Unit Handler:

A. Whenever a determination is made by the Chief of Police that an animal which is the property of the City presents an extraordinary risk to the public because of its training, temperament or past behavior, the animal will be humanely destroyed or otherwise disposed of in a manner which does not present such risk to the public safety.

B. Whenever, by reason of age or infirmity, an animal trained at Municipal expense for police service is no longer suitable for police work and the animal is not deemed to present a risk to public safety, the animal shall be offered to the K-9 Unit Handler assigned to train, care for and work the animal during its term of service at no charge. If accepted by the K-9 Unit Handler, the animal shall become the exclusive personal property of the officer and the City shall be relieved of further obligation to provide for its care.

C. An animal rendered unsuitable for police work due to the inability of the K-9 Unit Handler to continue as the dog's handler shall be evaluated to determine if the animal may be cost-effectively retrained to continue in police service under the direction of an alternate K-9 Unit Handler. If such retraining cannot be accomplished and the animal is deemed not to present a risk to public safety considering any enhanced risk presented by the absence competent and full control by the officer formerly designated as its K-9 Unit Handler, the animal shall be disposed of as follows:

    1. Where the K-9 Unit Handler's inability to continue as the animal's

handler in police service is due to the officer's voluntary resignation from the police force, refusal to continue providing the animal with appropriate care and training, refusal to work the animal when needed as directed by superior officers of the officer's dismissal from the force for disciplinary reasons; the animal shall remain the exclusive property of the City of Defiance and shall be disposed of as directed by the Municipal authorities.

2. Where the K-9 Unit Handler's inability to continue as the animal's handler in police service is due to the K-9 Unit Handler's retirement or is the result of the officer's voluntary or involuntary separation from the force for reasons of medical disability, the animal shall be offered to the K-9 Unit Handler without charge at the time of the officer's separation from the force. If accepted by the K-9 Unit Handler, the animal shall become the exclusive personal property of the officer and the City shall be relieved of further obligation to provide for its care.
3. Where the K-9 Unit Handler's inability to continue as the animal's handler in police service is due to the death of the K-9 Unit handler, the animal shall be offered to the immediate family of the deceased K-9 Unit Handler without charge. If accepted by a member of the deceased officer's family, the animal shall become the exclusive personal property of the person accepting the gift and the City shall be relieved of further obligation to provide for its care.
4. An animal not retained by the K-9 Unit Handler assigned to train, care for and work it, (or by a member of the immediate family of a deceased K-9 Unit Handler) shall remain the property of the City until disposed of as directed by Municipal authorities.

Section 49.7: Contractual Arrangements between the City and Officers Designated as K-9 Unit Handlers:

In recognition of the substantial investment of public funds required to train animals for police work and to educate police officers to the skills necessary to engage animals in such work, officers electing to accept designation as a K-9 Unit Handler may, without objection from the Defiance Police Officers Association, be required by the City to execute contractual agreements obligating the officer to pay liquidated damages to the City in the event the officer should pre-maturely abandon such duties so as to render the animal unfit for further service or as to create a need to retrain the animal to permit its continued use under the direction of an alternate K-9 Unit Handler. Said agreement shall be made in the following form:

ANCILLARY CONTRACT OF EMPLOYMENT

This agreement is made the _____ day of _____, 20 ____ between the City of Defiance and _____, a duly appointed peace officer employed by the City of Defiance holding the present rank of Patrolman, hereinafter referred to as "K-9 Unit Handler".

The Parties to this agreement jointly represent that the City has heretofore arranged to acquire an animal to be trained to perform law enforcement duties. Effective use of such animal for police work requires that it be assigned to a single officer who shall be responsible for the training, care and handling of the dog throughout the period of the animal's useful life expectancy. Substantial investment of public funds will be required to train the animal and to educate the K-9 Unit Handler as the animal's handler. Failure of the K-9 Unit Handler to faithfully perform the duties of caring for and working the animal as needed for service to the Police Department will result in a significant lost of the value of the public investment in such training; the precise value of which loss will not be capable of ready determination. The parties to this agreement desire to clarify the duties to be assumed by the K-9 Unit Handler upon acceptance of responsibility for the training, care and handling of the animal and to safeguard the public investment in said animal and in the education of the K-9 Unit Handler by providing specific remedies in the event of a failure to perform the duties assumed.

Now therefore, the parties are agreed:

1. *The City of Defiance hereby designates _____ the K-9 Unit Handler for a dog responding to the name _____ and acquired by the City of Defiance on _____.*
2. *In consideration of the promise of the K-9 Unit Handler to faithfully perform the duties hereinafter provided, the City of Defiance shall:*
   A. *Fully pay all costs to be incurred to provide the K-9 Unit Handler with the necessary education to enable him/her to train, care for and handle the animal*

in police service;

B. *Issue such temporary duty assignments as may be necessary to permit the K-9 Unit Handler to attend required education and training sessions during assigned working hours and pay K-9 Unit Handler all wages becoming due to him for time expended in the performance of such temporary duty assignments in accordance with the wage and overtime provisions set forth in the Collective Bargaining Agreement between the City of Defiance and the Defiance Police Officers Association;*

C. *Provide K-9 Unit Handler with serviceable facilities and equipment to permit him/her to provide adequate care to the animal;*

D. *Pay overtime wages to K-9 Unit Handler for services rendered to the City of Defiance in providing care to the animal and for working the animal in police service at times other than the normal working hours of the shift to which K-9 Unit Handler is permanently assigned in accordance with the Collective Bargaining Agreement between the City of Defiance and the Defiance Police Officers Association as interpreted by Letters of Agreement between the city and the Association pertaining to the duties, compensation and shift assignments of officers accepting designation as K-9 Unit Handlers;*

E. *Permit the K-9 Unit Handler to retain the animal to be trained, cared for and worked by him/her pursuant to this agreement as him/her personal property following termination of the animal's service to the Department subject to the rights of the City to retain or otherwise dispose of the animal upon non-performance of this agreement by the K-9 Unit Handler or to prevent the animal from becoming an extraordinary risk to the public safety as provided by the Collective Bargaining Agreement between the City of Defiance and the Defiance Police Officers Association as interpreted by Letters of Agreement between the City and the Association.*

3. *In consideration of the obligations imposed on the City of Defiance by the provisions of*

Paragraph 2 of this Agreement, K-9 Unit Officer hereby promises that he/she will:

A. *Studiously attend to the educational assignments necessary for his/her preparation to perform training, caring for and working the animal;*

B. *Conscientiously provide for the care, feeding and maintenance of the animal and of all equipment and facilities provided by the City for the care and handling of the animal in accordance with the instruction received during the working life of the animal;*

C. *Consent to him/her permanent assignment to the 2nd or 3rd Shift rotation despite any seniority rights he or she may have to assignment to the 1st Shift for so long as the animal remains in active service;*

D. *Respond to over-time calls when made to permit employment of the animal in police service for duties appropriate to the animal's function within the Department.*

4. In the event the K-9 Unit Handler shall substantially fail to perform the above obligations by neglecting to provide the animal with appropriate care; training or supervision, or refuse to work the animal when ordered to do so by superior officers, the K-9 Unit Handler shall be subject to discipline in accordance with the provisions of the Collective Bargaining Agreement pertaining to insubordination, neglect of duty and other disciplinary grounds.

5. In the event the K-9 Unit Handler should terminate his designation as a K-9 Unit Handler by declining to assume continuing responsibility for the care, training or working of the animal entrusted to his/her care or by voluntary separation from the police force without mitigating circumstances prior to the animal becoming unsuited to police work; the K-9 Unit Handler forfeits all rights to retain the animal as his/her personal property. In addition, should such termination of performance of the duties of a K-9 Handler occur during the first 36 months following completion of the animal's initial training, the K-9 Unit Handler shall pay to the City of Defiance liquidated damages in a sum equal to: $150.00 X (36 – the number of months of completed

service as the animal's handler). Discontinuation of performance K-9 Unit Handler duties necessitated by death or illness of the K-9 Unit Handler or a member of his/her immediate family, or as the results of separation of the K-9 Unit Handler from the police force by retirement upon the attainment of appropriate age and years of service or pursuant to an allowance of a claim for disability shall be deemed discontinuance of performance with mitigating circumstances and shall not result in forfeiture of rights to ownership of the animal or give rise to liquidated damages.

ARTICLE 49

RESPONSE TIME

Section 50.1: Employees' principal place of residence shall be within a twenty-mile radius from the City of Defiance Administration Center.

ARTICLE 50

DURATION OF AGREEMENT

Section 51.1:

A. This Agreement shall be effective as of 12:01 a.m., January 1, 2012 and shall remain in full force and effect until 12:00 midnight, December 31, 2014, except that there may be an Article 43 Wages, re-opener at the second year anniversary dates of this Agreement, provided, however, that 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 to the other party.

B. If either party desires to re-open Article 42 Wages, modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the second yearly anniversary date or the expiration date, no later than ninety (90) calendar days prior to the re-opener or expiration dates of this Agreement. The parties shall commence negotiations within four (4) calendar weeks upon receiving notice of intent.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and 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, to bargain collectively or individually with respect to any subject or matter referred to or covered by the Agreement, 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.

D. The City will provide three (3) original contracts to the Union and copies of the contract to all current and new employees.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this _____ day of _____, _____.

CITY OF DEFIANCE, OHIO	FOR THE DEFIANCE POLICE OFFICERS ASSOC., LOCAL 166 a/w INTERNATIONAL FOR THE UNION OF POLICE ASSOCIATIONS, AFL-CIO
_____ Robert Armstrong, Mayor	_____ Timothy Schortgen President, Local 166 a/w IUPA
_____ Tim Holtsberry President of Council	_____ Tobie Delaney Vice President, Local 166 a/w IUPA
_____ Jeff Leonard City Administrator	_____ Dave Richards Secretary, Local 166 a/w IUPA
_____ John Lehner Finance Director	_____ Scott Campbell Treasurer, Local 166 a/w IUPA
_____ Tom Grabarczyk Labor Relations Management, Inc.	_____ Steve Delaney Trustee, Local 166 a/w IUPA
	_____ John Roca IUPA Business Agent

APPROVED AS TO FORM:

_____
David H. Williams
Law Director

11-MED-09-1160

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this 10TH day of JULY, 2012.

CITY OF DEFIANCE, OHIO	FOR THE DEFIANCE POLICE OFFICERS ASSOC., LOCAL 166 a/w INTERNATIONAL FOR THE UNION OF POLICE ASSOCIATIONS, AFL-CIO
Robert Armstrong, Mayor	Timothy Schortgen President, Local 166 a/w IUPA
Tim Holtsberry President of Council	Tobie Delaney Vice President, Local 166 a/w IUPA
Jeff Leonard City Administrator	Dave Richards Secretary, Local 166 a/w IUPA
John Lehner Finance Director	Scott Campbell Treasurer, Local 166 a/w IUPA
Tom Grabarczyk Labor Relations Management, Inc.	Steve Delaney Trustee, Local 166 a/w IUPA
	John Roca IUPA Business Agent

APPROVED AS TO FORM:

David H. Williams
Law Director