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AGREEMENT

Between

THE CITY OF ST. MARYS

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

2011-MED-09-1328
(SERGEANTS)

Effective January 1, 2012 through December 31, 2014

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PREAMBLE

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

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

Wherever used in this Agreement, the terms "Employer" and "City" shall be deemed to include the City Council of the City of St. Marys, the Mayor of the City of St. Marys, the Director of Public Service and Safety of the City of St. Marys, the Chief of Police, or any designee of any of the foregoing.

Wherever used in this Agreement, the term "employee(s)" shall include those persons employed as full-time Police Sergeants in the City of St. Marys Police Department.

ARTICLE 1
RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 98-REP-12-0283 which includes all full-time Sergeants in the City of St. Marys Police Department.

Section 1.2. The parties further agree that all other employees shall be excluded from the bargaining unit.

Section 1.3. The parties understand and agree that the number of persons employed in the Sergeant classification and certified by the State Employment Relations Board as being in the bargaining unit, may increase or decrease during the term of this Agreement.

ARTICLE 2
NONDISCRIMINATION

Section 2.1. All references to employees in this Agreement designate both sexes. Wherever the male gender is used, it shall be construed to include male and female employees.

Section 2.2. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union. The Employer shall not discriminate against, interfere with, restrain, or coerce any employee because of Union membership or any legal activity performed in an official capacity on behalf of the Union, so long as that activity does not conflict with the terms of this Agreement.

Section 2.3. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union. The Union shall not discriminate against, interfere with, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 2.4. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, genetic information, or military status of any person.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The Union recognizes the right and authority of the Employer, through the Director of Public Service and Safety, the Chief of Police, and/or their designee(s) to administer the business of the City of St. Marys Police Department, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer, through the Director of Public Service and Safety, the Chief of Police, and/or their designee(s), has and will retain the full right and responsibility to direct the operations of the City of St. Marys Police Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

A. To manage, direct, and supervise its employees, including the right to select, hire, schedule, promote, transfer, assign, evaluate, retain, lay off, and recall, and to reprimand, demote, suspend, discharge, or discipline for just cause;

B. To manage and determine the location, type, and number of its physical facilities, equipment, programs, and the work to be performed;

C. To promulgate and enforce employment rules and regulations, and to otherwise exercise the prerogatives of management;

D. To determine the City's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;

E. To determine the size, composition, and duties of the work force and the City's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs, positions, or classifications, and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;

F. To determine when a job vacancy exists, when, or if, a vacancy is to be filled, 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 thereof required;

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

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

J. To maintain and improve the efficiency and effectiveness of the City's operations;

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

L. To determine the overall mission of the Employer as a unit of government, and to take action to carry out the Employer's mission as a governmental unit.

Section 3.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein, and as permitted by law, shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 4.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any member or officer thereof, shall individually or collectively, for any reason, authorize, cause, support, condone, sanction or engage, participate or assist in, any sick call, boycott, work stoppage, walkout, slowdown, picketing, sympathy strike, strike, or any other concerted activity which would interrupt or limit the Employer's operations or performance of the Employer's services during the term of this Agreement. Likewise, the Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, cause, support, condone, sanction or engage, participate or assist in, any lockout of employees during the term of this Agreement, unless those employees violate the provisions of this article.

Section 4.2. In addition to any other remedies available to the Employer, any employee(s) who, individually or collectively, violate(s) the provisions of this article, shall be subject to discipline, up to and including discharge. Disciplinary action resulting from alleged violation(s) of the provisions of this article shall be subject to the grievance procedure contained elsewhere in this Agreement and shall not be otherwise appealable. However, only the question of whether the disciplined employee did, in fact, violate the provisions of this article shall be subject to such grievance procedure, and the nature of such disciplinary action shall not be altered, reduced or modified, except upon a finding that the employee did not, in fact, violate the provisions of this article.

Section 4.3. In the event of any violation of Section 4.1 of this article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to work and to resume usual work duties. Every reasonable effort by the Union shall include but not be limited to ordering, both orally and by telegram or letter signed by the ranking Union officer with a copy directed to the Employer, all employees covered by this Agreement to return to work, notwithstanding the

existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge. If the Union carries out its obligations under this Section 4.3, the extent of the Union's liability for damages resulting from violation(s) of this article shall be determined by and limited to applicable provisions of Ohio and/or federal law.

Section 4.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

ARTICLE 5
APPLICABILITY OF LAWS/SEVERABILITY

Section 5.1. To the extent this Agreement specifically addresses any topic covered by the following mentioned statutes, resolutions, rules and regulations, this Agreement supersedes and replaces all of those pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace, including O.R.C. Sections 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of St. Marys.

Section 5.2. Laws pertaining to civil rights, affirmative action, unemployment compensation, Workers' Compensation, the retirement of public employees, and residency requirements shall prevail over any conflicting provisions in this Agreement.

Section 5.3. The parties hereby declare that it is their intent to specifically waive the applicability of O.R.C. Section 737.12 and Section 4111.03 of the Ohio Revised Code and any other Sections of the Ohio Revised Code or City Ordinance in conflict with the provisions herein. It is the parties' intent to exclude any statutory protections afforded probationary bargaining unit employees.

Section 5.4. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute not superseded as provided above or if any provision of this Agreement is or hereafter becomes unlawful by operation of law, such provision shall be of no further force and effect but the remainder of the Agreement shall remain in full force and effect.

Section 5.5. The parties agree that should any provision of this Agreement be found to be or become invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

ARTICLE 6
WAIVER IN CASE OF EMERGENCY

Section 6.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Mayor (or designee), such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances;

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

Section 6.2. If valid grievances exist, they shall be processed upon the termination of the emergency 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 7
RULES AND REGULATIONS

Section 7.1. The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, procedures, standard operating procedures, directives, and job descriptions to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 7.2. The Employer recognizes that no rules, regulations, policies, procedures, or standard operating procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures or other changes that materially affect the wages, hours or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 41, Duration, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under RC Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 7.3. Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example, emergency circumstances or state or federal directives or regulations, may require the Employer to implement a change immediately.

ARTICLE 8
SAFETY

Section 8.1. The parties agree to promote the safety of employees and to cooperate in an effort to prevent injuries. Operation of any City vehicle requires an annual driving record check. Employees shall be required to sign a release authorizing the City's insurance carrier to obtain such records using the agreed upon release form.

Section 8.2. The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees to uniformly enforce safety rules within the Police Department. Violation of the Employer's safety rules shall subject the offending employee to disciplinary action, up to and including discharge.

Section 8.3. It shall be the responsibility of all employees to immediately report all unsafe conditions to the Employer in writing.

ARTICLE 9
DEDUCTION OF DUES, INITIATION FEES, AND ASSESSMENTS

Section 9.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees, who become members of the Union.

Section 9.2. The Employer agrees to deduct regular Union membership dues once each week from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 9.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. The funds shall be remitted monthly by the Employer to the Union at the address specified in writing by the OPBA. The disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 9.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

Section 9.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues week involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. Authorization for dues deductions shall be revocable upon written notice to the Employer from the employee.

Section 9.6. The parties agree that neither an employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 9.7. The rate at which dues are to be deducted shall be certified to the Auditor by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Auditor prior to making any changes in an employee's dues deductions.

Section 9.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1. The term "grievance" shall mean an allegation by the Union or an employee that there has been a breach, misinterpretation, or improper application of a specific and express written provision, or provisions, of this Agreement. This grievance procedure shall not be used to affect changes in the provisions of this Agreement, nor shall it apply to matters or subjects not covered by this Agreement.

Section 10.2. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the responding party within the prescribed time limits may be advanced by the grievant to the next step in the grievance procedure. Failure of the responding party to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to, and any grievance not filed initially or appealed within the prescribed time limits will be deemed waived and void. Any grievance may be withdrawn at any point by submitting a statement to that effect in writing, or by permitting the time limits to lapse as provided above.

Section 10.3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer and having said matter informally adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. If any grievance is so adjusted without formal determination, such adjustment shall be binding upon the parties with respect only to those parties and only to the specific matter so adjusted, but such adjustment shall not create a precedent or ruling binding upon either party in regard to other or future proceedings or grievances.

Section 10.4. The parties mutually desire to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the Employer's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: A grievance must be reduced to writing and presented to the Chief of Police or designee within ten (10) working days of the occurrence of the facts giving rise to the grievance or within ten (10) working days after the employee should reasonably have discovered such facts. The Chief of Police, or designee, shall schedule a meeting to discuss the grievance with the grieved employee(s) and one (1) Union representative within five (5) working days after receiving the grievance. The Chief of Police, or designee, shall answer the grievance in writing

within five (5) working days after the meeting. If the employee does not invoke Step 2 of this procedure within five (5) working days after the answer is received from the Chief of Police or designee, said alleged grievance shall be considered satisfactorily resolved.

Step 2: If the grievance is not resolved at Step 1, the employee may refer the grievance, in writing, to the Director of Public Service and Safety or designee, within five (5) working days after the Step 1 reply. The Director or designee shall have five (5) working days in which to schedule a meeting with the grieved employee and the appropriate Union representative. The Director or designee shall investigate and respond in writing to the grievant and appropriate Union representative within five (5) working days following the meeting.

Step 3: The decision of the Director of Public Service and Safety or designee shall be final, conclusive, and binding on all parties unless, within ten (10) working days after receipt of the Director's answer, the Union notifies the Director that the Grievance is to be submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the American Arbitration Association (AAA) to provide a panel of nine (9) arbitrators from Ohio who are members of the National Academy of Arbitrators. The parties shall select an arbitrator by alternately striking names from the list until only one (1) name remains. Each party shall have the option to completely reject the list of names provided by the AAA and request another list, but neither party may reject the entire list more than once in regard to a particular grievance.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the arbitrator's interpretation, application, or enforcement of those specific articles, and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language herein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator's decision shall be expressly confined to the precise issues submitted for arbitration and the arbitrator shall have no authority to determine any other issues not submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Decisions of the arbitrator will be final, conclusive, and binding upon the parties. All costs involved in obtaining the list of arbitrators shall be borne by the party requesting arbitration, subject to reimbursement should the grievance be ruled in the requesting party's favor. All costs directly related to the services of the arbitrator shall be borne by the losing party. Any expenses of any witness shall be borne by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording or request a copy of any transcripts.

Any request for arbitration which is not actively pursued for a period of thirty (30) days or more, without a mutual agreement by the parties to extend such period, shall be considered resolved based on the Employer's last answer.

Section 10.5. A grievance may be brought by any employee covered by this Agreement or the Union. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 10.6. For purposes of this article, "working day" shall be defined as those days upon which the grieved employee was scheduled to perform services for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the grieved employee when the employee is the moving party and the business days of the Employer when it is the responding or moving party.

Section 10.7. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;

2. Aggrieved employee's classification;

3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;

4. Date grievance was filed in writing;

5. Date and time grievance occurred;

6. The location where the grievance occurred;

7. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;

8. A description of the incident giving rise to the grievance;

9. Specific articles and sections of the Agreement allegedly violated;

10. Desired remedy to resolve the grievance.

Section 10.8. The Employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure.

Section 10.9. This Grievance Procedure shall be the sole and exclusive method by which all matters within its scope shall be settled or adjudicated.

ARTICLE 11
LABOR-MANAGEMENT MEETINGS

Section 11.1. In the interest of sound labor-management relations, a meeting shall be scheduled within ten (10) workdays after one party gives notice of its desire to have a labor-management meeting. Upon mutual agreement of the other party, the Employer and/or its designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems, exchange information, and to promote improved labor-management relations.

Section 11.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be discussed in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this 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 in advance by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency; and

F. Consider and discuss safety matters relating to employees.

Section 11.3. It is further agreed that if special labor-management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 11.4. Employee/Union representatives attending labor-management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this article which are held during the employees' regular working hours.

Section 11.5. Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 12
PERSONNEL FILES

Section 12.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers and documents pertaining to bargaining unit employees. Employees shall have access to their individual personnel files for review during normal business hours, upon reasonable advance written notice. The Employer shall not be required to pay an employee or to lose that employee's services as a result of such examinations, and all such examinations shall be conducted in the presence of the Employer's designated representative.

Section 12.2. Employees will be provided with a copy of any materials contained in their personnel file upon written request and their agreement to bear the cost of duplication.

Section 12.3. If an employee, upon examining that employee's personnel file disputes the accuracy in those documents to which the employee has access, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, after receiving the request from the employee, review the disputed information. The Employer shall notify the employee of the results of the investigation and the action it plans to take with respect to the disputed information. The Employer shall correct any information that is found to be inaccurate, if permitted by law. If, after such determination, the employee is not satisfied, the employee may write a brief statement of the employee's position on the disputed information and such statement shall be attached to the file.

Section 12.4. Records of disciplinary actions placed in an employee's personnel file shall cease to have force and effect in any future disciplinary proceedings after a period of twenty-four (24) months, providing the employee receives no additional notice of disciplinary action during the twenty-four (24) month period, except for suspension, which will remain in effect for a period of thirty-six (36) months, providing the employee receives no notice of disciplinary action during the thirty-six (36) month period. Notwithstanding the above disciplinary timelines, the parties may agree to a longer period for discipline to have full force and effect.

Section 12.5. Employees shall be provided a copy of any disciplinary action placed in their personnel file.

ARTICLE 13
PROFESSIONAL LIABILITY INSURANCE

Section 13.1. The Employer shall endeavor to provide professional liability insurance coverage for all employees covered by this Agreement while performing their official duties within the course and scope of their employment.

Section 13.2. The Employer shall be free to select the insurance company or companies, under whose policy or policies, such coverage will be provided. However, the Employer, in its discretion, may provide such coverage through a self-insurance plan.

Section 13.3. The premiums, if any, required to provide such insurance coverage shall be wholly paid by the Employer.

ARTICLE 14
SENIORITY/LAYOFF AND RECALL

Section 14.1. Seniority shall mean the uninterrupted length of continuous service as a Sergeant in the City of St. Marys Police Department.

Provided the employee follows the proper procedure for obtaining and returning after leave, the following situations shall not constitute a break in continuous service:

A. Approved leave of absence;

B. A layoff of eighteen (18) months or less.

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

A. Discharge;

B. Retirement;

C. Layoff for more than eighteen (18) months;

D. Failure to return to work within fifteen (15) calendar days of a recall from layoff;

E. Failure to return to work at the expiration of leave of absence; or

F. Resignation.

Section 14.2. Employees promoted to Sergeant on the same date shall determine their seniority ranking by the highest social security number, considering all digits as one total number.

Section 14.3. "Seniority," as defined in this article, shall only apply whenever the term "seniority" is used in this Agreement, unless otherwise specifically defined.

Section 14.4. When the Employer determines that a layoff or job abolishment is necessary, the parties agree O.R.C. 124.32 shall not apply to such actions. The Employer shall notify the affected employees five (5) days in advance of the effective date of any long-term layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 14.5. The Employer shall determine when layoffs will occur. However, layoffs may only occur due to lack of work or lack of funds. Employees will be laid off in accordance with their seniority as defined in Section 14.1.

Section 14.6. Employees who are selected for layoff may bump back into the police officer classification, provided that the affected Police Sergeant has more seniority, as defined in the Police Officer labor agreement, to displace the least senior Police Officer. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees on the recall list shall be recalled in inverse order of their layoff, provided they presently qualify or can become qualified to perform the work in the job classification to which they are recalled.

Section 14.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail to the last mailing address provided by the employee. A copy shall also be sent to the Union.

Section 14.8. In the case of a long-term layoff, recalled employees shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of their intention to return to work. Employees shall have fifteen (15) calendar days following the mailing date of the recall notice in which to report for duty unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 15
HOLIDAYS

Section 15.1. All full-time, permanent employees shall receive eight (8) hours' holiday pay at their regular straight-time hourly rate for each holiday observance listed below, regardless of whether they work on such holiday or not:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after 4th Thursday in November
Christmas Day	December 25

Holiday pay shall not count as hours worked for purposes of computing overtime.

Section 15.2. Only those employees who work or are on approved leave, with pay, on their last scheduled workday immediately preceding a holiday observance and on their next scheduled workday immediately following a holiday observance shall be entitled to receive the holiday pay referred to in Section 15.1 above.

Section 15.3. Holidays listed in Section 15.1 above will be observed only on the recognized day. An employee not required to work on a recognized holiday shall be paid eight (8) hours straight holiday pay at the employee's hourly rate. An employee required to work on one (1) of the recognized holidays shall be entitled to receive time and one-half (1½) the employee's regular straight time hourly rate of pay for the first eight (8) hours the employee actually works on such holiday, in addition to receiving holiday pay as provided in Section 15.1 above. All hours actually worked on a recognized holiday in excess of the first eight (8) hours shall be considered overtime in accordance with Article 17 herein. All hours actually worked on a recognized holiday, up to the first eight (8) hours, shall be counted as hours worked for the purpose of determining if the employee works in excess of forty (40) hours during the workweek.

Section 15.4. All full-time, permanent employees shall receive five (5) personal leave days per year. A personal leave day for the purpose of this article shall be eight (8) hours pay at the employee's regular straight time rate of pay. Personal leave may be used for any matter of a personal nature, and shall be scheduled and approved at least forty-eight (48) hours in advance. In an emergency situation, the Chief of Police shall have the authority to waive the forty-eight (48) hour advance notice. Personal leave shall be taken in minimum units of eight (8) hours. Personal leave days shall not be allowed to carry over into the following year. Any unused personal leave days shall be forfeited.

A newly promoted Sergeant will carry over any unused personal days credited prior to promotion and will not be credited any additional personal days for the remainder of the year in which the employee is promoted.

Section 15.5. Employees who terminate their employment prior to December of any year will have their personal leave days prorated based on the number of months worked in the last year of their employment, pursuant to the following schedule:

Date of Termination	Days Deducted
Earlier than March 1	5
Between March 1 through April 30	4
Between May 1 through June 30	3
Between July 1 through August 31	2
Between September 1 through October 31	1

Any personal days used in excess of the above schedule shall, at the Employer's option, be deducted from the employee's final paycheck, if sufficient wages are available, or otherwise be reimbursed to the City.

ARTICLE 16
VACATION

Section 16.1. After one (1) continuous year of employment with the Employer, each permanent full-time employee shall be entitled to the following vacation leave, with pay, based upon length of continuous employment and the number of non-overtime hours in active pay status:

Length of Service	Maximum Annual Vacation Accrual
Less than one (1) year	None, but vacation accrual begins at the rate of 3.1 hours per 80 hours worked.
One (1) year, but less than five (5) years. Rate .0385 per hour.	10 days (80 hours)
Five (5) years, but less than ten (10) years. Rate .0577 per hour.	15 days (120 hours)
Ten (10) years, but less than fifteen (15) years. Rate .0654 per hour.	17 days (136 hours)
Fifteen (15) years, but less than twenty (20) years. Rate .0769 per hour.	20 days (160 hours)
Twenty (20) years or more Rate .0846 per hour.	22 days (176 hours)

Vacation hours shall be accrued during the current anniversary year and normally utilized during the next anniversary year. Vacation hours accrued during the first year of employment will be credited to the employee's available vacation balance on the first pay period following the employee's completion of one (1) year of employment and accrued weekly thereafter at the rates specified above.

Upon completion of five (5), ten (10), fifteen (15), and twenty (20) years of service, the additional vacation to which the employee is entitled to in accordance with the above maximum annual vacation accrual will be credited to the employee's available vacation balance.

Section 16.2. Employees will be entitled to vacation service credit as stated in O.R.C. 9.44, provided the interruption of their term of public employment has not, for whatever reason, exceeded one (1) year.

Sections 16.3. In the case of retirement, resignation, death, or permanent disability retirement, vacation leave credit will be prorated based upon the date of the employee's death or the date of the employee's separation from employment with the Employer. In no event shall any employee who is discharged for cause receive payment for any such accrued vacation leave credit, or prorated portion thereof, upon the employee's separation from employment, and such discharge

for cause shall constitute an automatic and irrevocable forfeiture of all such accrued vacation leave credit. To be eligible for payment of such prorated vacation leave credit upon separation from employment, an employee who is qualified for such payment as provided in this section must submit a written resignation to the Director of Public Service and Safety not less than fourteen (14) calendar days prior to the employee's date of separation from employment. The City agrees to continue the current practice of allowing employees to utilize vacation as it accrues. However, failure to provide the Director of Public Service and Safety with fourteen (14) calendar days notice of separation from employment, will result in the forfeiture of any vacation the employee has accrued during the anniversary year in which the resignation occurs. The employee will be required to reimburse the City for any vacation used which was accrued during the current anniversary year. Such reimbursement will be deducted from the employee's final paycheck if sufficient wages are available, or will otherwise be reimbursed to the City.

Section 16.4. Vacation leave may accrue to the second next anniversary date of employment so as to permit a double vacation period time. At no time shall the employee be permitted to carry more than two (2) years vacation on the books, and the amount of vacation leave so forfeited shall be eliminated from the employee's vacation leave balance.

Section 16.5. An employee suffering an illness or injury may elect to take accumulated, but unused, paid vacation leave upon exhaustion of the employee's sick leave benefits, provided the illness or injury is such that it would have warranted authorized sick leave, and/or Family Medical Leave.

Section 16.6. In the event an employee, while on paid vacation leave, contracts an illness or suffers an injury which requires the care of a physician, the employee may request, upon showing of proper evidence, to charge such absence to the employee's accrued, but unused, sick leave. Proper evidence shall be deemed to mean a physician's statement which specifies the nature of the illness or injury, the patient's inability to perform the duties of the employee's position, and the dates medical care was administered. No leave prior to the date care was administered shall be converted to sick leave.

Section 16.7. Vacation requests of sixteen (16) hours or less shall be scheduled only in accordance with the Employer's work load requirements and with the approval of the Chief of Police or Director of Public Service and Safety. Vacation requests of more than sixteen (16) hours must be submitted and approved by the Chief of Police or designee prior to the schedule being posted each month, unless staffing would allow someone to be off at the discretion of the Chief or Director. All vacation leave shall be subject to the advance approval of the Chief of Police or the Director, and the parties agree that the Employer has the authority to determine the number of employees within the Department and/or work unit who may be on vacation leave at the same time. Vacation may be scheduled and taken in minimum units of one (1) hour.

Section 16.8. In lieu of vacation, Sergeants shall be permitted to sell back up to one week (40 hours) of earned but unused vacation each year on their anniversary date at the rate of pay at which the vacation was earned.

Section 16.9. A newly promoted Sergeant will carry over any unused vacation accrued prior to promotion and will then accrue vacation in accordance with this Article.

ARTICLE 17
OVERTIME PAY

Section 17.1. Full-time employees shall receive overtime pay at the rate of one and one-half (1½) times the basic rate per hour for all hours worked in excess of the forty (40) hour standard workweek or eight (8) hour standard workday. Vacation, compensatory time, funeral leave, and personal leave days shall be considered as hours worked for the purpose of calculating an employee's entitlement to overtime compensation. All other leaves of absence, whether with pay or not, shall be excluded as hours worked for the purpose of calculating an employee's entitlement to overtime compensation. If an employee uses sick leave hours during a pay period, any mandatory hours worked in addition to the employee's regularly scheduled shifts shall be compensated for at the overtime rate as established in this article. For overtime purposes, a day shall be defined as beginning at 12:01 a.m. and ending at 12:00 midnight each day.

Section 17.2. Each employee covered by this bargaining unit shall be permitted to earn compensatory time in lieu of pay when overtime is earned. Such compensatory time shall be earned at the rate of one and one-half (1½) times the amount of actual hours of overtime worked. For the purposes of determining overtime, Section 17.1 of this article, defining overtime, shall be used.

Compensatory time, when taken, will be considered as active pay status. No eligible employee shall be permitted to accumulate in excess of sixty (60) hours of compensatory time at any one time but shall not use more than eighty (80) hours of compensatory time in a calendar year.

When an employee has accumulated sixty (60) hours (forty [40] actual hours worked) of compensatory time, any overtime earned beyond this amount shall be automatically paid at the overtime rate of pay on the next regular paycheck.

Upon earning overtime, the employee shall report to the Chief of Police or designee prior to turning in the regular payroll on each Monday morning that the employee desires to receive compensatory time in lieu of payment for the overtime earned in the preceding pay period. Requests for taking compensatory time in lieu of overtime pay shall be subject to the approval of the Chief of Police or designee. No compensatory time will be approved for a paid holiday. Compensatory time off shall be granted in accordance with the Fair Labor Standards Act.

Vacation shall have priority over compensatory time unless submitted and approved prior to the posting of the new schedule. Compensatory time cannot be requested or scheduled any more than forty-eight (48) hours in advance. Compensatory time shall be given to the employee who first requests the time off, not by seniority in the Department.

If an employee leaves the service of the City of St. Marys with compensatory time remaining on the books, the employee shall be permitted to cash in any compensatory time due up to the sixty (60) hour limit at the employee's most current hourly rate of pay.

Section 17.3. Upon completion of the overtime, the Police Sergeant shall complete a Request for Overtime Form which shall specify the date, time, and reason the overtime was necessary.

The Police Sergeant shall sign the form and submit it to the Chief of Police. The Chief of Police shall review the form and sign it to indicate his approval. Blanket requests will not be accepted.

Section 17.4. Whenever an overtime situation is known in advance or can reasonably be anticipated in advance, the Police Sergeant shall submit the Request for Overtime Form to the Chief of Police for approval prior to the overtime being worked. In cases of emergency wherein the Chief of Police or Director of Public Service and Safety are not present, the employee shall seek the approval of the immediate supervisor. The Chief of Police or Director of Public Service and Safety shall be supplied with the appropriate form, as soon as possible, indicating what created the emergency event resulting in overtime. Unless mutually agreed by the employee, the Employer shall not change the employee's regularly scheduled hours for the purpose of avoiding overtime made known as a result of the requirements of this section.

Section 17.5. Employees required and approved to work six (6) minutes or more past their designated quitting time shall be paid for 15 minutes. The employee shall thereafter be paid for an additional 15 minutes each time the employee works six (6) minutes or more beyond the previous quarter hour already compensated.

ARTICLE 18
LONGEVITY

Section 18.1. Each permanent, full-time employee, who has completed a minimum of five (5) years of continuous employment with the City of St. Marys shall receive an annual longevity payment as provided below. Such continuous employment shall be computed beginning with the employee's most recent date of employment by the City. Therefore, previous periods of employment, interrupted by a break in service, shall not qualify an employee for such longevity pay. Nor shall such previous periods of employment increase the amount of such longevity pay to which a qualifying employee is entitled.

Section 18.2. The amount of the annual longevity payment shall be equal to twenty-five dollars ($25.00) for each year of continuous employment.

Section 18.3. An employee shall be paid their annual longevity pay no later than the second Friday of December.

Section 18.4. To be eligible for such longevity payment, an employee must be employed by the Employer on December 1 of each year.

ARTICLE 19
HEALTH INSURANCE

Section 19.1. The City shall provide a health insurance plan(s) for all regular full-time employees covered by this Agreement. Such plan(s) shall also include coverage for the employee's current spouse as well as eligible dependent children.

Section 19.2. The types and levels of benefits to be provided under this Article shall be as agreed to by the City of St. Marys and the various employee groups covered under the plan(s).

The plan(s) will be jointly reviewed by the City and one (1) representative from each of these groups on an annual basis and any reduction in coverages provided under the plan(s) will be determined by a majority vote of participants voting. The groups involved are the OPBA Dispatchers' Unit, Local 552 of the UWUA, the OPBA Police Officers' Unit, Local 3633 of the IAFF and that group of non-bargaining employees also covered under the plan(s). Any increase in coverage provided under the plan(s) shall be subject to negotiations between the City and the above listed groups.

Section 19.3. The premiums relating to the benefits and coverages under any offered plan(s) shall be paid in the manner explained in this section. The Employer agrees to pay premiums for each eligible employee requesting coverage as follows:

FAMILY COVERAGE

Year	Amount	
2012	Up to and including	$10,326.00
2013		$11,565.00
2014		$11,565.00

SINGLE COVERAGE

Year	Amount	
2012	Up to and including	$3,523.00
2013		$3,946.00
2014		$3,946.00

Any costs which exceed the above specified amounts shall be paid equally by the Employer and the employee, provided any employee selecting single coverage shall not pay a greater percentage of the total cost than the percentage of the total cost paid by an employee selecting family coverage offered by the same plan.

The employee's share shall be paid through a weekly payroll deduction and the computation of the employee's share shall be as follows:

> The annual premium for each type of policy shall be determined by the Employer in accordance with the recommendation of the third party administrator, if self-funded, or by the health insurance provider. After this determination, the Employer's share as specified above shall be subtracted from the annual cost of the applicable coverage. These results shall both be divided by two (2) to determine the 50% shares for the Employer and the covered employee. The 50% share that is computed for the employee will then be divided by fifty-two (52) and the result will then become the employee's weekly contribution for health insurance coverage. This computation will be done for each employee using the applicable cost for whichever coverage (single or family) is requested by the employee.

Section 19.4. All employees covered under this Article shall be given a copy of the applicable plan explaining the benefits and coverages provided under the plan selected.

Section 19.5. All persons covered under a health insurance plan offered by the City of St. Marys shall be subject to and comply with all terms and conditions set forth in the applicable plan.

Section 19.6. The Employer, in cooperation with those employee groups listed in Section 19.2 of this Article, shall make a reasonable effort to obtain such health insurance wherever and whenever possible so as to minimize the premium amounts that the employees may be required to pay and to maintain such benefits and coverages that might be mutually agreed upon.

Section 19.7. In order to maintain health insurance benefits at a level that is agreeable to all parties involved, the parties agree that consideration and possible selection of alternative health insurance plans available, through the current self-funded plan or any different plan or insurance company, shall be addressed through the cooperative efforts of the City and all those groups listed in Section 19.2 of this Article.

Section 19.8. Subject to IRS rules and regulations, the Employer agrees to provide a "Section 125" provision for employees' contributions to the health insurance premiums and contributions to a health savings account (HSA).

Section 19.9. The Employer shall continue to pay the City's share of the health insurance premium, provided the employee continues to pay the employee's share, following the date an employee enters inactive pay status, as follows:

> In the event an employee is in inactive pay status but receiving Workers' Compensation benefits, insurance premiums shall continue for six (6) months following the date inactive pay status began. This benefit is available only once per injury or illness.
>
> In the event an employee is in inactive pay status due to a non-job related injury or illness, insurance premiums shall continue for three (3) months following the date inactive pay status began. This benefit is available only once per injury or illness.
>
> In the event an employee enters inactive pay status for any other reason, insurance premiums shall cease to be paid as of the date the inactive pay status begins, unless otherwise provided in accordance with the Family and Medical Leave Act provisions.

ARTICLE 20
LIFE INSURANCE

Section 20.1. The City shall provide group term life insurance in the amount of $15,000 upon the life of each permanent, full-time employee.

Section 20.2. Except as otherwise provided in this article, the Employer shall pay all premiums incurred in providing such life insurance coverage.

Section 20.3. The Employer shall endeavor to obtain such life insurance coverage under a policy or plan whereby the covered employee may obtain, at the employee's own cost, an equal amount of such insurance coverage upon the lives of the employee's current spouse and each of the employee's dependent children. Such policy or plan may also provide that the employee may

also obtain, at the employee's own cost, other forms of life insurance upon the lives of the employee, the current spouse, and/or each and all of the employee's dependent children under the age of nineteen (19) years.

Section 20.4. All benefits and coverages provided under such group term life insurance policy or policies shall be subject to, and limited by, the terms and conditions set forth in the contract of insurance existing between the Employer and the issuing insurer(s).

Section 20.5. So long as no reduction in benefits or coverage results, the Employer shall be free to choose the insurance company or companies under whose policy or policies such benefits and coverages will be provided.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 21.1. Uniforms:

A. The Employer agrees to maintain for the duration of this Agreement the uniform policy in effect at the time this Agreement was executed. However, the Employer shall determine the appropriate uniform to be worn and the accessories required to complement the uniform.

B. All employees shall be required to be in proper uniform upon reporting for duty in accordance with the uniform code established by the Employer, and any employee violating such uniform code shall be subject to disciplinary action, up to and including discharge.

C. The Employer shall replace (or repair), at no cost to the employee, any uniform (or part thereof) or any required accessory which is worn, damaged, or lost in the performance of duty, provided such damage or loss does not result from willful misuse, abuse, or neglect on the part of the employee, in which case such costs shall be paid by the offending employee. Only those personal items necessary to the employee's performance of duties, such as watches or eyeglasses, damaged or lost in the performance of duty shall be repaired or replaced by the Employer, provided the damage or loss is not the result of misuse, abuse, or neglect on the part of the employee. The cost of repair or replacement of such watches shall be up to $50.00. The cost of repair or replacement of such eyeglasses shall be up to $200.00. Receipts for repair or replacement of such watches or eyeglasses must be provided to the City.

D. Such uniforms and accessories shall be worn or used by the employee only under the circumstances for those purposes and at such times as are approved and authorized by the Chief of Police.

E. The willful or negligent misuse, damage, neglect, or abuse of such uniform and/or accessories shall subject an offending employee to disciplinary action, up to and including discharge. Such disciplinary action shall be subject to the grievance procedure contained elsewhere herein. In determining the degree of such disciplinary action, the

Employer shall take into consideration any extenuating, aggravating, or mitigating circumstances.

F. All uniforms and accessories provided by the Employer shall at all times remain the property of the Employer and upon termination of employment, an employee shall immediately return all such uniforms and accessories to the Employer. However, in its sole discretion, the Employer may elect to permit an employee to keep such uniforms and accessories, or items thereof, in which case the employee shall immediately pay to the Employer a sum equal to the fair market value of the uniform, item, or each accessory the employee is permitted to so keep. Such fair market value shall be determined solely by the Employer.

G. The Employer shall be responsible for the dry cleaning and/or laundering, as well as the maintenance (except as otherwise provided in this article) of all such uniforms and accessories.

Section 21.2. Equipment:

A. Each employee shall be issued a full complement of equipment, paid for by the Employer, which is determined by the Chief of Police to be necessary for the performance and accomplishment of the employee's job duties and responsibilities. The Employer shall be responsible for the cost and maintenance of such equipment.

B. Equipment issued to an employee shall only be used for lawful, authorized, and approved purposes, as well as those purposes which are germane to the performance and accomplishment of the employee's assigned job duties and responsibilities.

C. It shall be the responsibility of each employee to do all things reasonable and necessary to maintain and preserve such equipment in good working order and condition, and to prevent undue deterioration or damage thereto.

D. The willful or negligent misuse, abuse, damage, or neglect of such equipment shall subject an offending employee to disciplinary action, up to and including discharge. Such disciplinary action shall be subject to the grievance procedure. In determining the degree of such disciplinary action, the Employer shall take into consideration any extenuating, aggravating, or mitigating circumstances. However, whether the employee is disciplined or not, the offending employee shall reimburse the Employer for the actual cost of replacing and/or repairing such equipment, and whether such equipment must be replaced or is capable of being repaired shall be determined solely by the Employer.

E. All equipment so provided by the Employer shall at all times remain the property of the Employer, and, upon termination of employment, an employee shall immediately return all such equipment to the Employer. However, in its sole discretion, the Employer may elect to permit an employee to keep such equipment, or a part thereof, in which case the employee shall immediately pay to the Employer a sum equal to the fair market value of each piece of equipment the employee is permitted to keep. Such fair market value shall be determined solely by the Employer.

Section 21.3. Employees may request the Chief of Police to provide additional or replacement uniforms and equipment defined under this article. The Chief shall promptly and reasonably respond to any reasonable request.

Section 21.4. If the Chief does not promptly and reasonably respond as specified in Section 21.3, an employee may submit the request to the Director of Public Service and Safety.

Section 21.5. As used in this article, "promptly" shall mean within five (5) working days.

ARTICLE 22
LEAVES OF ABSENCE

Section 22.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

Section 22.2. Except in case of emergency, an employee must request a leave of absence at least thirty (30) days in advance. Unpaid leaves of absence will not exceed six (6) months in duration.

Section 22.3. An employee may only use a leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use a leave of absence to look for or work at another job.

Section 22.4. An employee may not return from a leave of absence prior to the expiration of such leave without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment and the employee may be removed.

Section 22.5. The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if the employee were laid off from the classification and allow the employee appropriate displacement rights as set out in this Agreement.

Section 22.6. Family and Medical Leave: In the event of the continuation, reoccurrence, or onset of a serious health condition after the employee has exhausted the twelve (12) workweeks of leave as provided in this section, the employee may apply for a leave of absence without pay for the balance of the time according to Sections 22.1 – 22.5 of this Article herein or apply for a disability retirement in accordance with the regulations of the Ohio Police and Fire Pension Fund.

An employee granted FML shall continue to accrue seniority during the period of leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Pursuant to the Family and Medical Leave Act of 1993, employees shall be entitled to such Family and Medical Leave as provided by the Act. The Employer shall comply with its duties and obligations under the Family and Medical Leave Act of 1993. The Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement and/or the Family and Medical Leave Act of 1993. Any ambiguities in its duties and obligations shall be resolved by reference to the FMLA, 29 CFR 825 and applicable case law. References herein to the Family and Medical Leave Act of 1993 includes subsequent amendments.

ARTICLE 23
EDUCATIONAL INCENTIVE

Section 23.1. In addition to the wages as otherwise provided herein, employees who have attained an associate degree or higher in either law enforcement or police science shall receive $1.05 per hour additional compensation, subject to the rules, regulations, and conditions specified in this article.

Section 23.2. Employees may pursue an associate degree or bachelor degree in law enforcement, police science, criminology, or criminal justice at an independent school or college outside working hours, and these hours will not count as hours worked. No such reimbursement shall be permitted for taking a class which may qualify for reimbursement under Article 23, unless the employee, prior to incurring expenses, has submitted a brief memorandum to the Director of Public Service and Safety identifying the class to be taken, and obtained approval for reimbursement. Employees will be reimbursed for the eligible cost of registration fees, tuition and books. Reimbursement shall not include testing fees or reimbursement for classes in which the employee tests out of, or costs to receive credit for life experiences, etc. The Director of Public Service and Safety shall, every six (6) months, review the progress of each employee in the pursuit of a degree. No employee shall receive reimbursement under this section unless the employee is currently pursuing, and continues to pursue a degree, as stated above. Employees have a maximum time limit of five (5) consecutive years to obtain each degree and be eligible for reimbursement under this Article.

Any employee pursuing a degree in accordance with the above and receiving reimbursement from the City, shall reimburse the City for all such costs if the employee fails to complete such degree, involuntarily separates from employment with the City prior to completing such degree, or voluntarily separates from employment with the City within two (2) years following completion of such degree.

Section 23.3. In order to be eligible for reimbursement per Section 23.2 of this Article, an employee must "pass" under a pass/fail system or receive a grade of "C" or better under the A – F system, and submit invoices provided by the institution detailing the costs of the course. An employee who terminates employment with the Employer within six (6) months of completion of a course reimbursed under this Article shall reimburse the Employer on a pro rata basis. The Employer may deduct the pro rata reimbursement from the employee's final pay.

Section 23.4. Sections 23.2 and 23.3 shall only apply to bargaining unit employees employed as a Police Sergeant on or before January 1, 2012.

ARTICLE 24
SICK LEAVE

Section 24.1. The parties recognize that sick leave is a benefit for a specified purpose and abuse will not be tolerated. Subject to the restrictions in Section 24.2, employees shall earn and accumulate sick leave at the maximum rate of .0575 hours of sick leave for each hour in active pay status with the Employer. The earning of sick leave shall be prorated according to the number of hours of completed service in a pay period. Unused sick leave shall accumulate without limit.

Section 24.2. No sick leave credit will be earned for overtime hours worked or while an employee:

A. is on sick leave;

B. is on leave of absence without pay;

C. is laid off;

D. is suspended; or

E. is absent without leave.

Section 24.3. An employee who previously worked in another political subdivision of the State of Ohio may be credited with unused sick leave credits (up to 960 hours) upon proper certification provided the employee is employed by the City of St. Marys within one (1) year of separation from the employee's previous employment with the other political subdivision.

Section 24.4. Sick leave shall be charged in minimum units of one-half (½) hour. An employee shall be charged for sick leave only for hours upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is scheduled to work on a holiday, but is absent, shall not be eligible for sick leave on the holiday.

Section 24.5. An employee shall furnish a standard, written statement (leave request similar to that presently used) to justify the use of sick leave; or in accordance with Section 24.7, a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor.

Section 24.6. When unable to report to work, the employee shall notify the Chief of Police or designee one-half (½) hour prior to the time scheduled to report to work on each day of absence, unless other arrangements are made with the Chief of Police. When reporting off sick, the employee must advise the Chief of Police or designee of the reason for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Chief of Police and the Director of Public Service and Safety.

Section 24.7. An employee either using excessive amounts of sick leave or with an illness or disability exceeding two (2) consecutive workdays shall be required to furnish a statement from a physician before returning to work, notifying the Employer that the employee was unable to perform the employee's duties during the period of absence and is able to return to work.

Section 24.8. In any of the following situations, the Employer may, at its discretion, rely on medical evidence presented by the employee or require the employee to submit to an Employer paid examination conducted by a physician selected by the Employer:

A. If an employee has demonstrated an inability to perform the required duties of the employee's position satisfactorily;

B. If an employee has used sick leave in an excessive manner;

C. If the Employer desires a medical determination of whether an employee is mentally and physically able to effectively perform the essential functions of the position and represent the Employer.

If the employee does not agree with the opinion of the physician selected by the Employer, the employee shall, upon request, be examined by a third physician mutually selected by the Employer's and the employee's physician. The opinion of the third physician shall be final and binding and the cost for this examination shall be shared equally by the Employer and employee.

Section 24.9. Sick leave may be granted to an employee under the following circumstances:

1. Illness or injury of the employee, or illness or injury in the employee's immediate family, which requires the employee's personal care and attendance;

2. If, through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others;

3. An employee may use up to eight hours (1 day) sick leave to take a member of the employee's immediate family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available;

4. An employee may use eight hours (1 day) sick leave on the day surgery is to be performed on the employee's spouse and/or children, if such occurs on a working day;

5. An employee may be granted eight hours (1 day) sick leave on the day of the birth of an employee's child, and eight hours (1 day) sick leave on the day the child is brought home from the hospital, if either occurs on a working day.

6. Sick leave shall not be used by the employee for convalescence of a member of the immediate family;

7. For the purpose of this Sick Leave article, the definition of immediate family shall be mother, father, brother, sister, child, spouse, grandparent, stepchild, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent (in loco parentis);

8. Sick leave may be granted due to pregnancy of the employee and for the recovery period as required by the attending physician. As per this section, paid sick leave may only be used for the period of time the employee is unable to perform the essential functions of the employee's position.

Section 24.10. Employees failing to comply with sick leave rules and regulations may not be paid. Falsifying or filing sick leave applications and documentation with the intent to defraud shall result in the disapproval of sick leave and be grounds for disciplinary action, up to and including discharge.

Any employee who has established a record of excessive or pattern of absences as determined by the Director of Public Service and Safety, may be required to furnish a statement from the employee's physician for each use of sick leave for a predetermined time limit. The Employer also maintains the right to investigate all absences.

If an employee uses sick leave on four (4) separate occasions of sixteen (16) hours or less per occasion during any calendar year, the employee shall receive verbal counseling. If the employee has no additional occasions of sick leave during the calendar year, the employee shall begin the following calendar year with zero (0) occasions.

If an employee uses sick leave on five (5) separate occasions of sixteen (16) hours or less per occasion during any calendar year, or previous twelve (12) month period, whichever is applicable, the employee shall receive a written reprimand. and sick leave occasions thereafter shall be calculated based on the number of occasions which have occurred during the previous twelve (12) month rolling period. Sick leave occasions shall continue to be calculated based on a rolling twelve (12) month period until the employee has reduced the number of occasions in the previous twelve (12) months to four (4) occasions, at which time occasions shall be determined on a calendar year basis.

If an employee uses sick leave on six (6) separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee shall receive a second written reprimand.

If an employee uses sick leave on seven (7) or more separate occasions of sixteen (16) hours or less per occasion during any twelve (12) month period, the employee's use of sick leave shall be limited as follows:

> The first two (2) consecutive days of any sick leave occasion will be without pay. However, the employee may use accrued compensatory time or vacation time for such absence. If an employee's sick leave is for three (3) or more consecutive days, sick leave will be with pay starting on the third day.

The reduction of sick leave for the first two (2) consecutive days under this provision does not preclude the right of the Employer to take further disciplinary action for excessive or unexcused absenteeism.

* The word "occasion(s)" as used in this Section shall mean each time sick leave is used, except in a case of: a death in the immediate family; birth of the employee's child; the day the newborn child is brought home from the hospital; the day an employee's immediate family member undergoes surgery; sick leave as prescribed by a physician and pre-approved by the Employer for a regularly scheduled course of medical treatment which cannot be scheduled outside regular working hours; or emergency doctor or dentist visits for immediate family members, limited to three (3) occasions during any twelve (12) month period.

Section 24.11. In accordance with this Section, payment of accrued, but unused, sick leave will be made to each employee having ten (10) or more years of continuous service with the Employer, upon disability or service retirement, under the Ohio Police and Fire Pension Fund at the time of separation. Such payment shall be based on the City of St. Marys Police Department employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee and the amount of such payment shall be limited to twenty-five percent (25%) of the City of St. Marys Police Department employee's accrued, but unused, sick leave hours, up to a maximum of twenty-five percent (25%) of 1920 hours.

Therefore, under this Section, no City of St. Marys Police Department employee covered by this Agreement will receive such payment for more than 480 hours.

Section 24.12. Employees who have demonstrated excellent attendance by not utilizing any sick leave or leave without pay, and have received no disciplinary suspension(s) from January 1st through June 30th of each calendar year; shall be granted eight (8) hours of bonus vacation. Further any employee who demonstrates excellent attendance by not utilizing any sick leave or leave without pay, and have received no disciplinary suspension(s) from July 1st through December 31st of each year shall be granted eight (8) hours of bonus vacation. Bonus vacation shall be scheduled in the same manner as other vacation time. Employees must be employed in a full-time position with the City of St. Marys for the entire six (6) month period, as described herein, in order to be considered for the bonus vacation.

ARTICLE 25
FUNERAL LEAVE

Section 25.1. An employee shall be entitled to funeral leave with pay for up to three (3) workdays to make household adjustments, arrange for the funeral service, and to attend the funeral service in the event of the death of the employee's:

Current spouse;
Child or stepchild;
Mother or stepmother;
Father or stepfather;

Mother-in-law;
Father-in-law; or
Person standing in place of employee's parent (loco parentis).

Employees shall not be entitled to funeral leave for any days following the date of the funeral unless approved by the Director of Public Service and Safety.

Section 25.2. An employee shall be entitled to funeral leave with pay for one (1) day to attend the funeral services in the event of the death of the employee's:

Brother or stepbrother;
Sister or stepsister;
Grandparent;
Grandchild;
Brother-in-law;
Sister-in-law;
Grandparent-in-law;
Son-in-law;
Daughter-in-law; or
Person standing in place of spouse's parent (loco parentis).

Section 25.3. If requested, the Chief of Police may release an employee from duty with pay for that period of time required to attend the funeral of a person employed by the Employer at the time of death, provided that such release time shall not be granted if overtime is caused thereby or if in the exercise of the Employer's discretion the Chief of Police determines that such release time would impair the operations of the Department or interfere with the Employer's ability to provide services to the public.

Section 25.4. In the event of the death of any person referred to in this article, no employee shall receive funeral leave with pay for any day or part of a day which the employee was not otherwise regularly scheduled to work.

Section 25.5. Employees shall notify the Chief of Police or designee as soon as possible regarding the need for funeral leave. Such notification shall include the name of the deceased relative and the person's relationship to the employee. The Employer may request verification for such leave, prior to payment.

ARTICLE 26
WORK-RELATED COURT APPEARANCE/CALL-IN PAY

Section 26.1. An employee who is subpoenaed or otherwise required to appear at any work-related court proceedings shall attend such court appearance.

Section 26.2. If an employee is released from such work-related court proceedings during the employee's scheduled shift, the employee shall then report for duty.

Section 26.3. All compensation, excluding compensation or reimbursement for personal expenses, received by an employee as a result of a work-related court appearance shall be remitted by the employee to the Employer.

Section 26.4. Employees must notify the Chief of Police or designee within a reasonable time after receipt of notice of the employee's required court appearance and provide the Employer with appropriate documentation reflecting the date of such appearance and the amount of compensation received therefore.

Section 26.5. Call-in Pay. When an employee is called in by the Employer to report for work or for a work-related court appearance, outside the employee's normal work shift, the employee shall be paid at the applicable rate for an amount equal to not less than two (2) hours' pay at the employee's straight time rate.

Section 26.6. Call-in pay shall not be applicable to call-ins contiguous to an employee's work shift or when an employee is called in merely to sign charges.

ARTICLE 27
JURY LEAVE

Section 27.1. An employee who is called to and reports for jury service during regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury service.

Section 27.2. If an employee is released from jury service on any workday when four (4) or more hours remain in the employee's normal workday at the time of release, the employee shall then report for work.

Section 27.3. All compensation received by an employee as a result of jury service shall be remitted by the employee to the Employer. However, the employee shall not be required to remit to the Employer those sums paid to the employee as reimbursement for actual expenses, such as travel, incurred in connection with jury service.

Section 27.4. In order to be eligible for payment, the employee must notify the Chief of Police or designee within a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 28
MILITARY LEAVE

Section 28.1. Military leave and pay shall be provided and paid to employees as required by federal and state laws and regulations governing state and federal military leave. The benefits and compensation afforded to bargaining unit employees shall not be less than that provided by such federal and state laws and regulations.

ARTICLE 29
DAYLIGHT SAVINGS TIME

Section 29.1. Employees required to work during the Daylight Savings Time change during April and October of each year shall be paid for their actual hours worked.

Those employees required to work in excess of eight (8) hours because of the time change shall receive overtime pay in accordance with Article 17 of this Agreement.

Those employees required to work only seven (7) hours because of the time change shall only receive seven (7) hours pay at their straight time rate.

ARTICLE 30
TRAINING

Section 30.1. The Employer agrees that training is beneficial and essential to provide service to the public.

Section 30.2. If additional training is necessary and beneficial to the Department, the Employer agrees to send those bargaining unit employees to said training as determined by the Employer. Tuition and fees for all required training shall be borne by the Employer.

Section 30.3. Time spent by employees attending lectures, meetings, classes, and training programs is not considered hours worked when all four (4) of the following criteria are met:

A. Such time is spent outside normal working hours;

B. Attendance by the employee is voluntary;

C. The lecture, meeting, class, or training program is not directly job-related (training is not job-related if it is designed to train the employee to perform a different job);[1] and

D. The employee does not perform any productive work for the Employer during the employee's attendance.

Section 30.4. The Employer agrees to provide each bargaining unit employee with at least semi-annual firearms proficiency testing/ training with every type of firearm the employee is expected to use, including their off-duty weapon.

Employees shall be considered unfit for duty who fail to pass on all firearms as required by the Employer. Employees who fail to pass their proficiency training in their first or second attempt shall be assigned other duties that do not require the use of a firearm.

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[1]Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

Employees who fail to pass, as specified by the Employer, shall be given two (2) additional attempts to pass. After three (3) attempts, all employees failing to pass shall be subject to discipline.

Section 30.5. Each bargaining unit employee shall be entitled to receive six hundred (600) rounds of City of St. Marys Police Department issued ammunition each year to be used for target practice as long as empty cartridges are returned to the appropriate authority. These rounds will be made available during the month of January each year. Such ammunition shall be in addition to that issued for qualifications and training.

Section 30.6. The Employer reserves the right to reduce the amount of any reimbursement or pre-payment for voluntary training expenses by the amount of compensation paid to an employee for overtime hours generated as a result of such training.

ARTICLE 31
PHYSICAL FITNESS PROGRAM

Section 31.1. The Employer agrees to pay for an individual membership to the Auglaize-Mercer YMCA, Wapakoneta YMCA, or SNAP Fitness Center for each bargaining unit member who voluntarily agrees to either enroll in a physical fitness class as developed by the YMCA specifically for the City of St. Marys Police Department or who enroll at the SNAP Fitness Center. Employees who fail to utilize such facility at least four (4) times each month will have their membership canceled for the following twelve (12) months. After twelve (12) months, such employee will again be eligible for membership. Notwithstanding the above, if an employee does not wish to participate during the period May 1 through September 30, they may suspend their membership during this period by notifying the Chief of Police in writing by April 15 of that year. The Employer agrees to pay one (1) re-enrollment fee every twelve (12) months.

Section 31.2. Actual time spent participating in this physical fitness program shall be completely voluntary and shall be attended during non-work hours.

Section 31.3. The Employer and the Union recognize the Employer's right to require employees to participate in physical agility testing to allow for determining the employee's physical ability to perform the essential functions of the position. The Employer, with approval of a physician, reserves the right to establish the criteria for such testing and the minimum standards to be met. Failure to meet the minimum standards after a reasonable period of implementation will result in progressive disciplinary action. The Employer and the Union will work together and cooperate to develop the physical fitness and agility program.

ARTICLE 32
ANNUAL MEDICAL EXAMINATION

Section 32.1. All bargaining unit employees shall complete an annual medical examination as prescribed by the Employer.

Section 32.2. The Employer shall designate the physician to conduct such examinations and shall pay all costs related to the examination. If the employee does not agree with the opinion of

the physician selected by the Employer, the employee will be examined by a physician of the employee's choice and shall pay for all costs of the physician. If the Employer does not agree with the opinion of the employee's physician, the employee will then be examined by a third physician, whose selection shall be mutually agreed upon by the employee's physician and the physician selected by the Employer. The opinion of the third mutually agreed upon physician shall be binding upon the Employer and the employee, and such third physician's fees and charges shall be shared equally by the parties.

Section 32.3. Bargaining unit employees who are determined to be permanently disabled to perform the essential functions of their position as a result of the examinations described in Section 32.1, may be eligible for family and medical leave, accumulated sick leave benefits (up to a maximum of one hundred twenty [120] days), disability leave, or may be disability separated. Employees may return to work upon receiving a certified physician statement from the last physician used in Section 32.2 above, that they are physically able to perform their duties.

ARTICLE 33
PROBATIONARY PERIODS

Section 33.1. Upon appointment to the employee's position, the employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day which the employee receives compensation as Sergeant from the Employer and continue for a period of one (1) year. Any period of unpaid leave of more than ten (10) workdays shall automatically extend the employee's probationary period for an equal period of time. Probationary employees may be removed any time during their probationary period and shall have no appeal over such removal through civil service or the grievance procedure herein.

ARTICLE 34
INJURY LEAVE

Section 34.1. In the event an employee sustains an injury compensable under Workers' Compensation for lost time while in the proper performance of the employee's assigned job duties with the Employer, the employee will receive full pay during the resulting period of disability for a period not to exceed ninety (90) consecutive calendar days, commencing with the date of such injury, subject to the following conditions:

A. The employee shall immediately notify the Chief of Police and submit a completed Employee Injury Report to the Chief of Police within twenty-four (24) hours of the injury or, if unable to do so, the officer in charge of the shift may submit the report, and the employee shall complete the appropriate paperwork required by the Ohio Bureau of Workers' Compensation;

B. The employee shall be placed on sick leave, subject to the provision of the Sick Leave Article contained herein, until notification is received from the Bureau indicating whether or not the claim is compensable for lost time. If the employee's claim is deemed compensable for lost time under Workers' Compensation, the Employer will re-credit the sick leave hours used during that period.

If the employee's claim is denied, the employee shall be deemed ineligible for any injury leave benefits; therefore, sick leave hours used during said period will not be re-credited. Employees are prohibited from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation;

C. During such period of compensable injury the Employer may require the employee to perform any duties then available within the limitations of the employee's injury or resulting disability;

D. Injury leave shall terminate immediately if the employee resigns, accepts other employment, or becomes self-employed during such period of injury leave.

Section 34.2. To be eligible for such injury leave, the employee shall first execute a release of information which will authorize the Employer to examine the employee's medical records and receive requested reports from the employee's physician(s).

Section 34.3. An employee requesting or on injury leave may be required to submit to a physical examination conducted by a physician or physicians selected by the Employer for the purpose of establishing the validity of the employee's claim for injury leave and subsequent benefits as provided for in this Article.

Section 34.4. Employees on injury leave shall receive their regular hourly, daily or weekly rate for the period of time they are on injury leave.

Section 34.5. Any employee who exhausts the ninety (90) consecutive calendar days pay as provided for in Section 34.1 and is still collecting Workers' Compensation, but in inactive pay status, shall continue to accrue vacation benefits pursuant to Article 16 for an additional ninety (90) calendar days.

ARTICLE 35
DRUG/ALCOHOL TESTING

Section 35.1. Drug/alcohol testing may be conducted on employees (pre-hire, pre-promotional, post-accident, reasonable suspicion, periodic, or random).

Section 35.2. Drug Testing Procedures: All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 35.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 35.4. Test Results/Refusal to Submit to Testing: The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. If the employee wants a copy of the certified testing results, the employee must sign a release for disclosure. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 35.5. Confirmatory Testing:

A. If a drug screening test is positive, the employee may, upon written request to the Employer, have the split sample retested by another SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

B. In the event the second split test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.

C. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the City will pay for the split sample test.

Section 35.6. Positive Test Results:

A. In cases involving only alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination. Given the nature of the bargaining unit employees' job as law enforcement officers, employees who test positive for use of a controlled substance shall be subject to termination of their employment, without waiving any rights to appeal in accordance with Article 10 herein.

B. If an employee is not terminated for just cause, as stated above, the Employer will require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings may be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program may be allowed to use sick time, compensatory days, vacation leave, and personal days if approved for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return

to their position for a period of one (1) year from the date of the employee's return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such program, the employee may be subject to disciplinary action, including removal from employment. The employee shall be responsible for the cost of any follow-up testing during participation in the rehabilitation or detoxification program or any reasonable periodic retesting during the one (1) year period following the employee's return to work.

Section 35.7. Payment of Testing Costs: Costs of all initial drug screening tests and any split sample test that is negative shall be borne by the Employer. The employee will pay for any split sample test that is positive and that was requested by the employee and any return-to-duty testing required in accordance with Section 35.6 herein.

Section 35.8. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above, at the employee's expense.

Section 35.9. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 36
PROMOTION

Section 36.1. The parties agree that all promotions to the position above the rank of Sergeant shall be filled in accordance with this article.

Section 36.2. All promotional eligibility lists shall be valid for one (1) year from certification. Any such list may be extended for an additional year within the discretion of the Director of Public Service and Safety. Whenever the Employer determines that a vacancy exists in a position above the rank of Sergeant for which there is no valid promotional eligibility list, a notice of such vacancy shall be posted for ten (10) calendar days.

Section 36.3. Basic Criteria for Consideration for Promotion:

A. The Sergeant must have completed a minimum of five (5) years of continuous service as a Sergeant in the City of St. Marys Police Department immediately prior to the close of the ten (10) day posting period specified in Section 36.2. If there are insufficient applicants for a competitive examination, then the Employer shall accept applications from Sergeants with less than five (5) years of service as a Sergeant who have completed their probationary period as a Sergeant. If there are still insufficient applicants for a competitive examination then Sergeants currently serving their promotional probationary

period shall be eligible to apply for the promotion. If there still remains an insufficient number of applicants for promotion above the rank of Sergeant, then Police Officers with a minimum of five (5) years of continuous service as a Police Officer in the City of St. Marys Police Department shall be eligible to apply for the promotion.

B. The applicant must have submitted a written application for promotion during the ten (10) day posting period specified in Section 36.2.

C. The applicant must be currently employed by the City of St. Marys Police Department on the date the officer's application is received and on the date the appointment to the position is made.

D. The applicant must be legally qualified by the State of Ohio to serve as a Peace Officer on the date the appointment to the position is made.

E. An applicant shall not be eligible for promotion to the position if the applicant has received two (2) unsatisfactory evaluations out of the previous four (4) evaluations conducted. A satisfactory evaluation shall be defined as an evaluation with a score of at least seventy percent (70%) of the total points available.

Section 36.4. Selection Process:

A. A written, work-related examination shall be prepared by a professional independent testing agency or organization selected by the Employer, experienced in the preparation of written examinations for police positions.

1. The maximum attainable score for the written examination shall be 100 points.

2. The written examination shall be administered by the independent testing agency or organization.

3. The written examination shall be graded by the independent testing agency or organization.

4. The written examination shall be weighted at 35% of the total weight of the promotional determination process.

B. Each applicant's performance evaluations shall be reviewed as follows:

1. The performance evaluations of each applicant shall be reviewed by the independent testing agency or organization who shall calculate each applicant's mean score for all evaluations occurring in the preceding two (2) years unless the employee has been on an extended leave (i.e., absent more than one-half of the evaluation period), including but not limited to sick leave, military leave, etc. If the employee has been on an extended leave, the mean score shall be calculated using the applicant's four (4) previous evaluations.

2. The aforementioned performance evaluations shall have a maximum attainable score of 100 points.

3. The weight given to the mean score for the performance evaluations shall be 15% of the total weight of the promotional determination process.

C. Each applicant shall be interviewed by an independent panel experienced in evaluating law enforcement personnel for promotion. The panel shall be selected by the independent testing agency or organization, and subject to the approval and payment by the Employer.

1. The panel shall conduct a structured interview of each applicant asking each one a set of previously prepared job-related questions, and/or conduct assessment exercises.

2. The structured interview questions and each exercise used in the promotional determination process shall be scored in a manner which creates a maximum attainable score of 100 points.

3. The weight given to this portion shall be 40% of the total weight of the promotional determination process.

4. The panel shall determine a consensus score for each applicant and generate a strength/weaknesses report based on the panel's assessment of each applicant. The panel shall provide a copy of their findings to the independent testing agency or organization and the Employer.

D. Except as otherwise provided in Section 24.10 of the Agreement, the Employer will provide to the independent testing agency or organization each applicant's work record on file in the Personnel Office and compile a list of all written reprimands or disciplinary suspensions occurring during the three (3) year period immediately preceding the applicant's submission of the application for promotion above the rank of Sergeant.

1. Applicants shall receive the following point scores based on their work records:

a.	First written reprimand	=	-(35)
b.	Second written reprimand and each thereafter	=	-(50)
c.	Each disciplinary suspension	=	-(50)

2. 5% of the above applicable points will be deducted from the employee's score, as outlined in Section 36.5.

E. The Employer will provide to the independent testing agency or organization each applicant's seniority as a full-time Peace Officer in the City of St. Marys Police Department and calculate the total seniority for each officer.

1. Seniority shall be calculated based on total years and full calendar months of continuous service completed as of the date on which the posting period for the Sergeant position expired. Months of service shall be expressed as a fraction of a year (e.g., 3 years and 3 months service = 3.25 years; 3 years and 6 months service = 3.5 years).

2. Each applicant shall receive eight (8) points for each completed year of service or fraction thereof up to and including ten (10) years, each applicant shall receive an additional four (4) points for each year of service or fraction thereof from eleven (11) to a maximum of fifteen (15) years of service (maximum 100 points).

3. The weight for this portion shall be 10% of the total weight of the promotional determination process.

Section 36.5. Totaling the Criteria: The independent testing agency or organization shall compile the aggregate score for each applicant as follows.

	Maximum Points	Percentage	Weighted Score
Written Exam	100	35%	
Performance Evaluations	100	15%	
Interviews and Exercises	100	40%	
Work Record	0	-5%	
Seniority	100	10%	
Total Aggregate Score		100%	

Each applicant who completes the promotional determination process shall be provided a copy of their score in each category and their aggregate score.

The Director of Public Service and Safety shall select the employee with the highest total aggregate score for promotion above the rank of Sergeant position and notify all applicants of the selection and the successful applicant's total aggregate score.

Section 36.6. An employee who is promoted to a position above the rank of Sergeant shall serve a probationary period in accordance with applicable law or regulations covering such position.

In the event the Employer finds the employee is unsuited for the promotion during the probationary period, the Employer may return the employee to the employee's former rank within the bargaining unit. Any employee returning to the bargaining unit in this manner shall not suffer any loss of seniority as a result of the employee's attempt to promote to a position above the rank of Sergeant.

ARTICLE 37
PRINTING AND SUPPLYING OF AGREEMENT

Section 37.1. This Agreement shall be printed and each employee shall be given a copy of the Agreement.

Section 37.2. All costs associated with the printing of this Agreement shall be borne by the Employer, except the labor to copy and assemble shall be provided by the Union during off duty time.

ARTICLE 38
SCHEDULING

Section 38.1. The Chief shall post a schedule at least two (2) weeks in advance of the scheduled work period. The work period shall be a minimum of four (4) weeks. The schedule shall consist of five (5) standard workdays and two (2) consecutive days off in a forty (40) hour standard workweek. All scheduling shall be at the discretion of the Chief.

Section 38.2. In order to eliminate last minute revisions to the schedule, all leave requests shall be in by noon on Friday before the schedule is posted on the following Monday.

ARTICLE 39
WAGES

Section 39.1. Effective with the execution of this Agreement, Police Sergeants shall be paid in accordance with the following hourly pay scale:

Effective the first full pay period following January 1, 2012:

Step 1	Step 2	Step 3	Step 4
$25.07	$25.83	$26.59	$27.41

The above wage scale reflects a 2% increase.

Effective the first full pay period following January 1, 2013:

Step 1	Step 2	Step 3	Step 4
$25.57	$26.35	$27.12	$27.96

The above wage scale reflects a 2% increase.

Effective the first full pay period following January 1, 2014:

Step 1	Step 2	Step 3	Step 4
$25.95	$26.75	$27.53	$28.38

The above wage scale reflects a 1.5% increase.

For all persons newly employed in a bargaining unit position beginning on or after January 1, 2012:

Step 1	Step 2
$25.07	$25.83

The above wage scale reflects a 2% increase.

Effective the first full pay period following January 1, 2013:

Step 1	Step 2
$25.57	$26.35

The above wage scale reflects a 2% increase.

Effective the first full pay period following January 1, 2014:

Step 1	Step 2
$25.95	$26.75

The above wage scale reflects a 1.5% increase.

Section 39.2. The Sergeant shall advance to Step 2 the first Monday following completion of the probationary period and shall advance to each succeeding pay step at the beginning of the first full pay period of each calendar year thereafter until the highest step in the pay scale for Sergeants is reached.

ARTICLE 40
FIREARM UPON RETIREMENT

Section 40.1. Upon retirement with ten (10) years continuous service, at the time of separation, from the City through the Police and Fire Pension Fund, employees shall be entitled to purchase their City issued side arm weapon from the City for the price of one dollar ($1.00). If the current side arm of the retiring employee has been purchased by the City within three (3) years of the employee's retirement date, said employee will be entitled to purchase for the price of one dollar ($1.00) the side arm previously carried by the employee. If the current side arm of the retiring employee has been purchased by the City prior to three (3) years from the employee's retirement date, said employee will be entitled to purchase said weapon. The employee shall have the option of having the side arm engraved with the employee's name and dates of service at the City's expense. Such engraving shall not require any modifications to the gun.

ARTICLE 41
DURATION OF AGREEMENT

Section 41.1. This Agreement represents the total and complete agreement on all matters subject to bargaining between the Employer and the Union, and shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written, unless one party gives written notice as provided herein.

Section 41.2. If either party desires to modify, amend, or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration

date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested. If the Union gives such notice, the Union shall submit its written proposals for modifying or amending this Agreement at the first (1st) negotiation session. The parties shall commence negotiations within two (2) calendar weeks upon receipt of notice of intent. In all other respects, the parties shall be governed by the provisions of O.R.C. Chapter 4117, and, more specifically, O.R.C. Chapter 4117.14, with regard to modification, amendment, or termination of this Agreement.

Section 41.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements and/or practices, either verbal or written, are hereby canceled.

Section 41.4. Notwithstanding the other provisions of this Agreement, no wages, benefits, or other terms or conditions of employment outlined within this Agreement shall be applicable to any former employee who is no longer employed by the City on the date this Agreement is signed or becomes effective.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 28th day of December, 2011.

FOR THE EMPLOYER:

Thomas Hitchcock,
Director of Public Service and Safety

Mayor Greg Freewalt

Patrick A. Hire, Management Consultant

Kraig E. Noble, City Law Director

FOR THE OPBA:

Mark Volcheck, Esq.

Sergeant Mark Ernst

Sergeant Shawn Vondrell