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RELATIONS BOARD

2012 JAN 27 P. 1:55

K# 28051

AGREEMENT

BETWEEN

THE CITY OF UNION, OHIO

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective

January 1, 2012

Expires

December 31, 2014

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PREAMBLE

This Agreement is made and entered into this 1st day of January, 2012, by and between the City of Union (hereinafter referred to as the "City" or the "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union" or the "OPBA").

ARTICLE 1 AGREEMENT

Section 1.01. Purpose. This Agreement is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations among the City, Bargaining Unit Members, and the OPBA.

Section 1.02. Service to the Public. The City, the OPBA, and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City and the public in general, to see that the public is served efficiently and with dedication to its interests, to assure that the services of the City are provided without interruption and with the highest standards of proper public performance.

Section 1.03. Severability. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of a written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.04 Amendment to Agreement. Unless otherwise provided in this Agreement, no changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so.

Section 1.05 Waiver of Bargaining. This Agreement represents the entire agreement of the parties and supersedes all previous agreements, written or oral. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 2
RECOGNITION

Section 2.01. **Recognition.** The City recognizes the OPBA as the sole and exclusive bargaining representative with respect to wages, hours, or terms and other conditions of employment for all full-time employees that have been certified by the State Employment Relations Board on November 4, 1999 in Case No. 99-REP-06-0147 in the following unit:

 Included: All full-time Patrol Officers

 Excluded: All others

Section 2.02 **Definition of "Employee".** The term "Employee" or "Bargaining Unit Member" as used in this Agreement shall refer only to those persons in the bargaining unit who are full-time Patrol Officers.

ARTICLE 3
DUES DEDUCTION

Section 3.01. During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 3.02. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the City the amounts due and owing from the employees involved.

Section 3.03. The City shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that date such amounts shall be deducted from the next or subsequent pay.

Section 3.04. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 3.05. The OPBA hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under Article 3 and the OPBA shall indemnify the City for any such liabilities or damages that may arise.

Section 3.06. The City will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 3.07. Employees desiring to withdraw their payroll deduction authorization will notify the City and the Union in writing at least 30 days prior to the termination of the dues deduction.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.01 **Equal Application.** The provisions of this Agreement shall be applied equally to employees without discrimination which would violate applicable laws because of age, sex, race, color, national origin, religion, or disability. The OPBA and the City shall share equally the responsibility for implementing this section of the Agreement.

Section 4.02 **Union Membership Non-Discrimination.** There shall be no discrimination by the City or the OPBA against any employee on the basis of such employee's membership or non-membership in the OPBA.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.01. Except as otherwise specifically modified by a provision of this Agreement, the City has the right and responsibility to:

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

The OPBA recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement shall remain the exclusive function of the City.

Section 5.02. **Changes in Work Rules or General Orders.** The Union and each employee will be given copies of any changes in work rules or general orders prior to their implementation.

ARTICLE 6 **LABOR-MANAGEMENT RELATIONS**

Section 6.01. In the interest of sound Labor/Management relations, the Police Chief and/or designee may meet with not more than two (2) representatives of the OPBA periodically to discuss pending concerns and to promote a harmonious labor-management relationship. The party requesting the meeting shall furnish an agenda with the request for the meeting. The OPBA will furnish the names of the employees who will be attending.

ARTICLE 7 **NO STRIKE/NO LOCKOUT**

Section 7.01 **No Strike.** The OPBA agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone or participate in any strike, slow down, picketing, or work stoppage for the duration of this Agreement. Should the City notify the OPBA that any employee covered by this Agreement is engaged in any prohibited activity, the OPBA shall notify such employee(s) that they are required to return to work. The City shall have all rights and remedies prescribed by law to discipline or discharge a bargaining unit employee violating this Section.

Section 7.02 **No Lockout.** The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the OPBA as a result of a labor dispute with the OPBA, provided the OPBA members are not in violation of Section 1 of this Article.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.01. **Definition.** A grievance is a written dispute, claim or complaint arising under or during the term of this Agreement, and filed by either an authorized representative of the OPBA or an Employee. Grievances are limited to disciplinary matters and matters of interpretation or application of express provisions of this Agreement.

Section 8.02. **Timeliness of Grievance.** All grievances must be filed in writing, within seven (7) calendar days after occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 8.03. Procedure. Any employee having a grievance shall first take up the matter with the employee's immediate supervisor. If no satisfactory answer or disposition is received within one (1) working day, the grievance shall be processed as follows:

Step 1. The Employee and/or representative shall within the seven (7) calendar day period set forth in Section 2 above, reduce the grievance to written form, stating all facts in detail, the contract sections alleged to be violated, and the remedy sought to resolve the grievance. This shall be submitted to the Police Chief. The Police Chief shall, within seven (7) calendar days (14 additional days in unusual circumstances with notice to the OPBA) after receipt of the grievance, schedule a meeting time and date, mutually convenient for the Police Chief, the grievant, and the grievant's representative, to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within seven (7) calendar days after such meeting, the Police Chief or his/her designee will respond, in writing, answering the grievance. A copy will be provided to the grievant and the grievant's representative. If the grievance answer is not satisfactory, the grievant may file the grievance with the City Manager or designee within seven (7) calendar days after receipt of the answer from the Police Chief.

Step 2. The City Manager or designee shall within seven (7) calendar days after receipt of the grievance, schedule a meeting time and date, mutually convenient between the City Manager, the grievant, and the grievant's representative, to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within seven (7) calendar days after such meeting, the City Manager or designee will respond, in writing, answering the grievance. A copy will be provided to the grievant and the grievant's representative. If the grievance answer is not satisfactory, the OPBA may process the grievance to arbitration in accordance with the provisions of Article 9 of this Agreement.

Section 8.04. Processing of Grievances. Grievances shall be processed from one Step to the next within the time limit prescribed in each of the Steps. Any grievance upon which a disposition is not made by the City within the time limit prescribed or any extension which may be agreed to will automatically be referred to the next step in the Grievance Procedure. The time limits run from the date when the time for disposition expired. Any grievance not carried to the next Step by the OPBA within the prescribed time limits or any extension which may be agreed to, shall be automatically closed upon the basis of the last written disposition.

Section 8.05. Waiver of Time Limits. The time limits imposed in this Article may be waived or extended by mutual agreement in writing. Any Step of the Grievance Procedure may be waived by mutual agreement in writing.

Section 8.06. Discipline.

1. Discipline shall be applied in a corrective, progressive and consistent manner. Progressive discipline shall take into account the nature of the violation, the employee's prior history of discipline and the employee's record of performance and conduct.
2. Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time off, suspension or removal, a predisciplinary conference between the employer and the employee and the staff director, or designee, shall be arranged. This conference shall be scheduled not earlier than 24 hours after the time the employee is notified of the predisciplinary conference. The employee may have a union steward or an employee representative plus the staff representative present at the predisciplinary conference. The employee shall be responsible to notify the steward or staff representative.

**ARTICLE 9
ARBITRATION**

Section 9.01. Written Notice. If the OPBA is not satisfied with the written decision given under the last step of the Grievance Procedure, the OPBA may, within ten (10) calendar days, submit the grievance to arbitration by the American Arbitration Association. The American Arbitration Association will be requested to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only."

Section 9.02. Powers of the Arbitrator. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to make any award which is inconsistent with the terms of this Agreement, or contrary to law. The decision of the Arbitrator shall be binding on the grievant(s), the OPBA and the City.

Section 9.03. Expenses of Arbitration. The City and the OPBA shall each bear its own expenses in any arbitration. The expenses of the arbitrator shall be shared equally by the parties.

**ARTICLE 10
SENIORITY**

Section 10.01. Definition. Seniority shall mean the employee's length of continuous employment with the City, based on the employee's most recent date of hire with the City. Approved leaves of absence shall not be considered a break in service.

Section 10.02. Probationary Period. Newly appointed employees shall be on probation for a period of one (1) year. Probationary employees who are absent from work for thirty (30) calendar days or more will have their probationary periods extended by a like amount of time. Probationary employees may not grieve matters related to discipline, discharge, or job performance evaluations.

Section 10.03. Extension of Probationary Period. The one (1) year probationary period set forth herein may be extended for a period of up to an additional six (6) months in the discretion of the Police Chief.

Section 10.04. Termination of Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;
2. Resignation;
3. Retirement;
4. Layoff for more than two years or the length of the employee's seniority, whichever is less;
5. Failure to return to work at the expiration of a leave of absence;
6. Failure to return to work when recalled from layoff.

ARTICLE 11 **LAYOFF/RECALL**

Section 11.01. Layoff Procedures. The City may only lay off employees due to a fiscal emergency in the Police Fund. In the event of such a layoff, the following procedures will apply:

1. The City will notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment.
2. Employees will be laid off in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off, provided that the employee(s) retained have the immediate skill and ability to perform the jobs to which they will be assigned. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing.
3. When employees are laid off, the City shall create a recall list for a period of two (2) years or the employee's length of seniority, whichever is less. The City shall recall employees from layoff as needed according to seniority, beginning

with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled.

4. Notice of recall shall be sent to the employee by certified mail with a copy to the OPBA. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.
5. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the City of his/her intention to return to work and shall have five (5) calendar days following his/her notification to the City in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. Full time employees with recall rights shall be given the right to reinstatement before any temporary, part-time, intermittent, seasonal or other employees may be hired or reinstated in their classification.
6. Recalled employees shall not serve a probationary period upon reinstatement.

ARTICLE 12 **SHIFT ASSIGNMENTS**

Section 12.01 Shift assignments will be reviewed at the end of each calendar quarter. If an employee requests a change in shifts, the Police Chief will review the over-all effect on the department, and take into consideration the preferences of all officers in assigning shifts. A request for a change in shift assignment will not be unreasonably denied.

ARTICLE 13 **INSURANCE**

Section 13.01 The City will continue to provide health insurance at no cost to the employee.

ARTICLE 14 **OVERTIME**

Section 14.01. **Eligibility.** Employees shall be eligible for overtime pay after their hours of work exceed forty (40) hours in any week. Overtime pay shall be paid at time and one-half.

Section 14.02. **Pyramiding.** Overtime shall not be compensated twice for the same hour worked. There shall be no pyramiding of pay for the same hours worked.

ARTICLE 15
HOLIDAYS

Section 15.01 **Designated Holidays.** Each employee shall receive the following holidays:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day

Section 15.02. **Holiday Pay.** Except as otherwise provided, employees with full-time service prior to the month in which a holiday occurs, and who are not required to work on holidays, shall be paid one regular day's wages for each holiday, paid in the pay period in which the holiday occurs. To be eligible for holiday pay, an employee must work the last scheduled work shift before, and the first scheduled work shift after, the holiday, unless otherwise on vacation, approved, paid sick leave of four (4) or more consecutive days, or funeral leave.

Section 15.03. **Overtime on Holidays.** An employee who is scheduled to work on a holiday will be paid time and a half for hours worked on the holiday, in addition to the holiday pay. Employees who are required to work overtime on holidays will receive holiday pay plus time and a half for all hours worked.

Section 15.04 Holiday pay will not be granted while an employee is in any no pay status.

ARTICLE 16
VACATION

Section 16.01 **Definition.** The term "vacation leave" shall mean a period of time during which an employee is not required to report for work but for which time the employee is paid at the regular rate of pay. A "week of vacation leave" is five (5) regular work days of eight (8) hours each.

Section 16.02 **Vacation Leave.** The City shall grant vacation to employees in accordance with the following schedule:

LENGTH OF SERVICE	VACATION
1 year but less than 6 years	2 weeks
6 years but less than 13 years	3 weeks
13 years but less than 23 years	4 weeks
23 years or more	5 weeks

Employees shall accrue earned vacation leave on the employee's anniversary date.

Section 16.03 **Vacation Carryover.** Employees may carry forward thirty (30) days of vacation from one leave year to another.

Section 16.04 **Approval of Vacation.** Vacation leave must be approved in advance by the Police Chief or designee upon written request of the employee. Such approval will not be unreasonably withheld. In the event of a conflict between two requests for leave, the Police Chief will consider the date the request was submitted, and in the event of a tie, seniority shall prevail. An employee may reschedule a vacation with reasonable advance notice to the Police Chief or designee, provided no scheduling conflicts result.

Section 16.05 **Payment Upon Termination.** An employee is entitled to payment, on separation, for accrued, unused vacation leave. In the event of death of the employee, such payment shall be paid to the employee's beneficiary.

Section 16.06 **Use of Vacation Time.** Vacation time must be used in increments of no less than one (1) hour.

ARTICLE 17 **FUNERAL LEAVE**

Section 17.01 Paid leave shall be granted to an employee when a death occurs in the immediate family. Immediate family shall be defined as the employee's spouse, child, stepchild, parent, stepparent, brother, half brother, sister, half sister, brother in law, sister in law, mother in law, father in law, grandparent, grandchild, uncle, aunt, niece, nephew or first cousin.

Section 17.02 An employee will be paid for not more than three (3) days to make arrangements for or to attend the funeral or memorial service of a member of the employee's immediate family. Two additional days of paid absence may be authorized by the City Manager or designee based on the specific circumstances.

Section 17.03 Additional time off, using accumulated sick leave, may be granted on a case by case basis, subject to the City Manager's approval.

ARTICLE 18 **SICK LEAVE**

Section 18.01 Employees earn sick leave at the rate of 4.6 hours per 80 hours worked. Sick leave is not earned on overtime hours worked. Sick leave becomes available for use at the end of the pay period in which it is earned. An employee may not accumulate or carry a credit of more than 75 days of sick leave at any one time. An employee may carry forward no more than 60 days of sick leave from one calendar year to the next calendar year. In the last pay period of December of each year, all accumulated sick leave in excess of 60 days, but not more than 15 days, shall be paid to the employee on a one to one basis.

Section 18.02 Sick Leave Usage. Sick leave is a qualified right of the employee in that it may be used only for the following reasons:

1. When the employee is incapacitated from performance of duties by sickness, injury, or pregnancy;
2. Contagious diseases;
3. Medical, dental or optical appointments.
4. Illness or injury in the employee's immediate family which requires the presence of the employee. "Immediate family" as used herein shall include the employee's parents, stepparents, brothers, stepbrothers, sisters, stepsisters, children, stepchildren, grandparents, mother-in-law, father-in-law, and others residing in the employee's household.

Section 18.03 Doctor's Statement. Sick leave absences of more than three (3) consecutive work days shall be supported by the employee with a written doctor's statement. Similar statements may be required for shorter periods of sick leave absence.

Section 18.04. If the City has reasonable cause to believe an employee is mentally or physically unable to perform required duties, the City may require the employee to take an examination to determine physical or mental capacity to perform required duties, which exam will be scheduled at the earliest available date and time at the City's expense. If the employee disagrees with the results of a mental or physical examination, the employee may, at the employee's expense, obtain an examination and opinion from a physician of the employee's choosing. If the results of the examinations and opinions of the two doctors differ, the physicians shall select a third physician who shall examine the employee at the City's expense and render an opinion.

Section 18.05 Employees must notify their immediate supervisor at least two (2) hours prior to the scheduled reporting time on a day of absence unless emergency conditions make reporting impossible.

Section 18.06 Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to vacation leave unless they request otherwise.

Section 18.07 Sick leave may not be used to supplement Workers Compensation or other insurance benefits received by an employee for an injury or illness suffered on a non-City job worked by an employee.

Section 18.08 An employee who retires shall be paid for accumulated unused sick leave, not to exceed sixty days, upon the following basis:

1. An employee with 10 to 20 years of service shall receive one day of pay for each two days of sick leave.
2. An employee with 20 or more years of service shall receive one day of pay for each day of sick leave.

Section 18.09 Leave Without Pay. An employee can apply for a leave without pay when the employee has exhausted vacation and/or sick leave to cover an approved absence. The City Manager or designee may grant a leave without pay when it is apparent that it will result in increased job ability, protection or improvement in the employee's health, or the retention of the employee. Such leave may be granted for a period not to exceed six (6) months.

Section 18.10 Advance of Sick Leave. In cases of serious disability or illness, employees may be advanced up to thirty (30) days of sick leave at the discretion of the City Manager. An advance of sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave.

Section 18.11 Extended Sick Leave. An employee on extended sick leave may request and be granted vacation leave to cover any part of the absence, provided the request is made in advance. Advanced sick leave may be liquidated at the employee's request by a substitution of earned vacation leave.

ARTICLE 19 PERSONAL LEAVE

Section 19.01 Each employee, in the first full year after completion of the probationary period, shall be entitled to two (2) personal days per year, not chargeable against sick leave or vacation leave without loss of pay, to be taken in not less than half-day increments.

Section 19.02 The use of personal leave shall be with advance notice to, and approval by, the Chief of Police or designee, based upon scheduling considerations, and such approval shall not be unreasonably withheld.

ARTICLE 20 REPRESENTATIVES/UNION LEAVE

Section 20.01 The Organization President or his alternate shall be granted up to one (1) day per year with pay to perform Union functions, with two (2) weeks' written notification to the City. The Organization President, or his alternate, shall be entitled to use vacation or personal leave for such purposes.

ARTICLE 21
INJURY LEAVE

Section 21.01 Injury leave up to a maximum of fifteen (15) days shall be granted to an employee who is injured as a result of an accident arising out of and in the course of the employee's normal performance of duties, and if allowed as a claim by the Industrial Commission. In order to be eligible for such injury leave, the employee must apply for disability benefits under the Workers' Compensation Act, and immediately upon receipt of such benefits, turn same over to the Finance Director. Injury leave payments hereunder shall be paid at 100% of the employee's regular rate of pay.

ARTICLE 22
JURY DUTY/COURT TIME

Section 22.01 Jury Duty. An employee who is called for jury duty shall promptly notify the Police Chief and keep the Chief promptly informed of all developments as to the jury duty. The City will release an employee from work to serve on a jury, and will pay the employee called to jury duty any loss in regular straight time earnings, less any court pay for jury duty.

Section 22.02 Court Time. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena to testify concerning work-related matters shall be compensated for all hours at the applicable rate of pay, but in no event less than two (2) hours. When an employee is required to appear in court for a job-related incident(s) on a scheduled day off, the employee shall be compensated for all hours at the applicable rate of pay, but in no event less than three (3) hours.

ARTICLE 23
CLOTHING AND EQUIPMENT

Section 23.01 The City will provide all articles of uniform on a quarter master system. After initial issue, articles will be replaced on an as-needed basis, as determined by the Chief of Police or designee.

ARTICLE 24
WAGES

Section 24.01. Wage Rate Table. The wage rate table is set forth in Exhibit A, attached hereto.

Section 24.02. Wages. Effective January 1 of each year of this agreement, non-probationary bargaining unit employees will receive a 3% wage increase.

Section 24.05. Probationary Period Wage Increases.

- A. During the term of this Agreement, the entry level rate will be \$18.82, Step 28B.
1. Employees hired at Step 28B will be advanced three percent (3%) to Step 28E after six months of employment, and will be advanced three percent (3%) to Step 29C upon successful completion of the probationary period.
 2. Employees hired at a rate higher than the Entry Level Rate will remain at that rate until successful completion of the probationary period, at which time such employees will receive a 3% wage increase.
- B. Increases following successful completion of the probationary period shall occur on January 1 of each year thereafter.

Section 24.06. Call-In. Employees called in to duty (not a continuation of a shift or where an employee is called in prior to the regular shift) shall be guaranteed a minimum of two (2) hours of work paid at applicable rates.

Section 24.07. Field Training Officer. Any employee acting in the capacity of a Field Training Officer (F.T.O.) shall, upon successful completion of the training, receive an additional day of personal leave, taken pursuant to the provisions of Article 19 of this Agreement.

**ARTICLE 25 - PFDPF/PERS PICK-UP
UTILIZING THE SALARY REDUCTION METHOD**

Section 25.01 PFDPF/PERS Pick-Up The City shall designate each employee's mandatory contributions to the Police and Fireman's Disability and Pension Fund or Public Employees Retirement System of Ohio as "picked up" by the City as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions, as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income, reduced by the then current percentage amount of the employee's mandatory retirement contribution which has been designated as "picked-up" by the City shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the City's total contribution to either retirement system increased thereby.

- A. The amount to be "picked up" on behalf of each employee shall be the percent of the employee's gross compensation or any statutorily mandated increase required by the pension system. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the City for the purposes of State and Federal tax.

- B. The pick-up percentage shall apply uniformly to all employees as a condition of employment.
- C. The pick up shall apply to all compensation, including supplemental earnings.
- D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

ARTICLE 26
DURATION

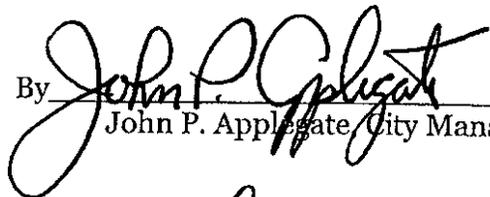
Section 26.01 This Agreement shall be effective from January 1, 2012 through December 31, 2014, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this agreement not more than ninety (90) days and not less than sixty (60) days prior to the expiration date, or the end of any yearly extension period.

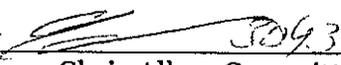
IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of December, 2011.

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

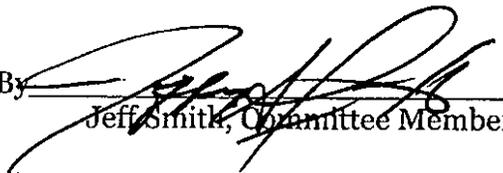
CITY OF UNION, OHIO

By 
Mark Volcheck
Designated Representative

By 
John P. Applegate, City Manager

By  3093
Chris Allen, Committee Member

By 
Michael Blackwell, Police Chief

By 
Jeff Smith, Committee Member

WAGE RATES

EXHIBIT A

	GRADE	A	B	C	D	E
28.	(Hourly) (Annual)	18.65 38,792.00	18.82 39,145.60	19.02 39,561.60	19.21 39,956.80	19.40 40,352.00
29.	(Hourly) (Annual)	19.58 40,726.40	19.76 41,100.80	19.97 41,537.60	20.17 41,953.60	20.37 42,369.60
30.	(Hourly) (Annual)	20.55 42,744.00	20.74 43,139.20	20.96 43,596.80	21.17 44,033.60	21.38 44,470.40
31.	(Hourly) (Annual)	21.57 44,865.60	21.78 45,302.40	21.99 45,739.20	22.20 46,176.00	22.42 46,633.60
32.	(Hourly) (Annual)	22.64 47,091.20	22.86 47,548.80	23.08 48,006.40	23.31 48,484.80	23.54 48,963.20
33.	(Hourly) (Annual)	23.77 49,441.60	24.00 49,920.00	24.24 50,419.20	24.48 50,918.40	24.72 51,417.60
34.	(Hourly) (Annual)	24.95 51,896.00	25.19 52,395.20	25.44 52,915.20	25.69 53,435.20	25.94 53,955.20