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K#30357

A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

RANKING OFFICERS

(LIEUTENANTS AND CAPTAINS)



AND

THE CITY OF NILES

Effective: January 1, 2012

Expires: December 31st, 2014

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STATE EMPLOYMENT
RELATIONS BOARD

PREAMBLE

ARTICLE I

This Agreement is entered into by and between the City of Niles, Ohio, hereinafter referred to as the "Employer", and Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

This Agreement is intended to formalize the understandings reached between the Negotiating Committees of the Employer and OPBA, and to establish certain terms and conditions of employment for the police employees of the City of Niles.

The further purpose of this Agreement is to promote cooperation and harmonious relations between the Employer and its police employees and to assure the right of every employee to fair and impartial treatment.

UNION RECOGNITION

ARTICLE II

Section 1. The Employer recognizes the OPBA as the sole and exclusive representative for the purposes of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement, "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classification as set forth below:

All ranks above the rank of Patrolman, excluding the Chief.

Section 2. The Employer recognizes the OPBA for the purpose of collective bargaining and any and all matters relating to the wages, hours and any working conditions of all members of the bargaining unit, except as modified by other provisions of this Agreement. Said recognition shall continue for a term as provided by law.

MANAGEMENT RIGHTS

ARTICLE III

Section 1. The Union recognizes the rights and authority of the Employer to administer the business of the Police Department and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and otherwise exercise the prerogatives of Management, which are not in conflict with the terms and conditions of this Agreement and applicable state or local laws or Civil Service rules and regulations, which more particularly are as follows:

Section 2. Management rights will remain as follows:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer and assign in accordance with law, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause and to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to most effectively operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and
- K. To determine and implement necessary actions in emergency situations.

Section 3. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer, unless such effects wages, hours or terms and conditions of employment.

DUES DEDUCTION

ARTICLE IV

Section 1. During the term of this Agreement, the Employer 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.

No new authorization forms will be required from any employees in the Niles Police Department for whom the Employer is currently deducting dues.

Section 2. 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 By-Laws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these 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 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

NONDISCRIMINATION

ARTICLE V

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, national origin or political affiliation.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to mean male and female employees.

Section 3. All bargaining unit members, Captains and Lieutenants, shall be treated fairly and equally. All bargaining unit members shall have equal access to all police department equipment.

Section 4. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission and which does not impact on the balance of the Agreement, a grievance which results from the alleged violation shall be deferred pending action by either of the aforementioned regulatory bodies. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

NO STRIKE / NO LOCKOUT

ARTICLE VI

Section 1. The Union agrees to the essential nature of services provided by its

members in protecting the public's health and safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

Section 2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 1 of this Article.

Section 3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

EMPLOYEE RIGHTS

ARTICLE VII

Section 1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interviews.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 5. Upon written request and during day shift, an employee shall be allowed the opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 6. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 7. All complaints by civilians which may result in disciplinary action of any employee shall be reduced to writing and signed by the complainant within ten (10) days of the alleged incident. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is charged.

Section 8. Complaints against any employee will be taken only by a supervisor. The supervisor will make a report of the complaint and forward the report to the Chief of Police. Only those reports that have been reduced to writing by the complainant may form the basis for disciplinary action.

Section 9. In the course of an internal affairs investigation, the employee may record any investigation, interrogation, interview, and/or verbal communication if he has a recording device available and shall be permitted to delay said meeting in order to obtain recording device. The use of a recording device must be mutually agreed upon by both the employer and employee.

Section 10. Internal Affairs Investigations. Any Supervisor used in this process shall have received additional specialized training and certification in the following area: Internal Affairs Investigation. The Basic pre-employment OPOTA course shall not be considered as specialized training for the above criteria. This will ensure consistency and thoroughness throughout the process by trained investigators who are not in the direct chain of command.

DISCIPLINARY PROCEDURE

ARTICLE VIII

Section 1. No employee shall be disciplined except for just cause.

Section 2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employee's contract.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. Disciplinary letters and any other types of reprimands are to be specifically isolated to the type of offense for the purpose of progressive discipline.

Section 3.

- A. Whenever the Employer or his designee determines that an employee may be disciplined for any reason other than a minor infraction where discipline involved is limited to a verbal or written reprimand, a pre-disciplinary conference will be scheduled. This conference shall be scheduled during the employee's regular work hours and will be administrated by a city wide supervisor who will be selected by the employer or his designee. In instances of minor infractions where the discipline involved is limited to a verbal or written reprimand, management may elect to forego the pre-disciplinary conference. It is assumed that, when management elects to choose this option, the employee has previously been afforded the right to provide his testimony and/or explanation for his conduct during an investigative phase. It is understood that management does not have the right to unilaterally impose discipline on an employee without first obtaining

information from the employee regarding the alleged conduct. In the event that management fails to obtain information regarding the alleged conduct, the employer shall conduct a pre-disciplinary conference regardless of the alleged conduct.

- B. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose to:
 - 1. Appear at the conference to present an oral or written statement in his/her defense;
 - 2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
 - 3. Elect in writing to waive the opportunity to have disciplinary conference.
- C. The employee and the Employer shall provide a list of witnesses to each other not later than one (1) hour prior to the disciplinary conference. At the pre-disciplinary conference, the Employer will ask the employee or his/her representative to respond to the allegations of misconduct which was outlined to the employee. The employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred.
- D. The employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the Employer, concluding as to whether or not the alleged conduct occurred and deciding what discipline, if any, is appropriate. A copy of this report will be provided to the employee within five (5) days following the hearing.
- E. The supervisor who was in charge at the time of the alleged incident will be informed of any charges against any employee under his command, and will be permitted to attend all meetings and conferences regarding the employee. A Captain selected by the Employer may choose not to serve as administrator if he believes there to be a conflict of interest.
- F. Except instances where the employee is found guilty of gross misconduct including, but not limited to dishonesty, stealing, drinking intoxicating liquor or using illegal drugs on the employer's premises, or deliberate destruction of the employer's property, discipline will be applied in a corrective, progressive and uniform manner in accordance with the employee's contract.

Section 4. The Employer shall be barred from disciplining any employee, or in any way using an incident for the basis of subsequent discipline unless the Employer serves the employee with the disciplinary charges within five (5) days from the date the Employer knew or reasonably should have known of the incident giving rise to the disciplinary action.

Section 5. Records of disciplinary action shall have no force and effect nor shall it be considered for any subsequent disciplinary charges in accordance with the following schedule:

Upon an employee's written request, records of such disciplinary actions shall be removed as outlined below providing there has been no intervening disciplinary action taken during the same time frames:

- Oral Reprimands – 6 months
- Written reprimands - 12 months
- Suspensions of three days or less - 18 months
- Suspensions of four days or more - 24 months

Written reprimands shall not affect the employee's civil service efficiency rating. Records of suspension shall not affect the employee's civil service efficiency rating for more than the next applicable promotional exam. Any individual suspension shall affect the loss of no more than two (2) efficiency points. A suspension which has been grieved shall not affect the employee's civil service rating if the grievance is not resolved prior to the time the list is validated.

Section 6. The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. All records of discipline in the officer's disciplinary file will be removed to an inactive file as the time limits of Section 5 of this article described and shall not be used in any new disciplinary action.

Section 7. All disciplinary action, proceedings, and any documentation and/or written material pertaining to discipline will be kept in an employee investigatory file pending the final disposition of the matter. Once the matter has been disposed of, and following the completion of any appeal, the decision will be placed in the employee's personnel file. Prior to the disposition, the Employer will not release any information pertaining to disciplinary action to the media or to any party that does not have a direct interest in the matter. Complaints that are investigated and found to be without merit shall not be placed in the employee's personnel file.

Section 8. Any employee who is subject to an internal affairs investigation or who is under indictment or arrest may be placed on a paid administrative leave of absence only, until completion of the disciplinary process or of the Court proceedings. If drugs or alcohol is involved, the employee will not be paid.

GRIEVANCE PROCEDURE

ARTICLE IX

Section 1. Grievance Defined. A grievance is any unresolved question or dispute regarding the wages, hours, terms and conditions of employment of bargaining unit members, and any alleged failure of the Employer to comply with all applicable law affecting a bargaining unit member, including, but not limited to unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 2. Qualifications. A grievance can be initiated by the OPBA or an aggrieved bargaining unit member. Where a group of bargaining unit members desires to file a grievance involving a situation affecting each such bargaining unit member in the same manner, one bargaining unit member selected by such group shall process the grievance(s).

Section 3. Grievance Procedure. The following are the implementation steps and procedures for the handling of bargaining unit members' grievances:

A. Chief of Police - Step 1

1. A bargaining unit member having a grievance shall immediately notify the OPBA, and present it in writing to the Chief within ten (10) of his working days after the events or circumstances giving rise to the grievance have occurred, or when the employee reasonably should have known of their occurrence. Grievances submitted beyond the ten (10) working day limit need not be honored, although they will be processed through this procedure if time limits are waived at this step.

2. Within ten (10) of his working days of his receipt of the written grievance, the Chief shall affix his written response to the grievance, date and sign his response, and return it to the grievant.

B. Mayor - Step 2

1. Should the grievant not be satisfied with the written answer received in Step 1, within ten (10) working days after his or her receipt thereof, he may submit the grievance, together with the written responses received in the prior steps, to the Mayor and request that the meeting contemplated by this Step 2 be scheduled.

2. Upon receipt of the grievance, the Mayor shall schedule a meeting to be held within ten (10) days to discuss the grievance.

3. Prior to this meeting with the Mayor, the Mayor or his designated representative shall make a thorough investigation of the circumstances and allegations surrounding the grievance. Such investigations may include the taking of written statements, reviewing all available written reports, answers at the prior steps, corrective action reports, time records, assignment sheets, written instructions, policies, rules and regulations and all other pertinent information concerning the grievant.

4. The grievant may bring with him to the meeting with the Mayor one (1) other employee, who may be an OPBA representative. The highest ranking official of the OPBA and a duly accredited representative of the OPBA shall be permitted to attend this meeting.

5. The Mayor shall render this decision in writing and deliver to the grievant and the highest ranking official of the OPBA his written decision within ten (10) days after the meeting with the grievant.

Section 4. Time Off. Grievant may be given a reasonable time to consult with OPBA representatives during working hours, relative to a grievance matter, after first notifying his or her immediate supervisor of such desire, without loss of pay or other benefits. The grievant need not reveal to his or her supervisor the nature of the potential grievance matter. The grievant's supervisor will arrange a meeting to take place as soon as possible for the employee

with the OPBA representative. Grievants and OPBA representatives will be permitted a reasonable amount of time to investigate and process grievance matters during their scheduled hours of employment. The investigative and processing time will not be abused by the member, the OPBA, or by the Employer or its representatives. In a grievance matter joined in by more than one (1) bargaining unit member, only one (1) of those bargaining unit members shall participate in the investigative and processing steps provided by this Article, while on duty.

A grievant, the employee chosen by the grievant to attend meetings, and the OPBA representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure, with prior approval of their respective supervisors. OPBA representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approvals shall result in an automatic equivalent extension of time limits, within which a grievant must appeal his grievance or have it heard.

Grievants shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step 1 shall be held during the grievant's working hours.

Section 5. Time Limits. It is the OPBA's and the Employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and shall automatically proceed to the next step.

Section 6. Representatives in Meetings. In each step of the grievance procedure herein, certain specific representatives are given approval to attend the meetings therein prescribed. It is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution of the grievance.

Section 7. Working Days. For the purpose of counting time, "working days" as used in this Article will not include Saturdays, Sundays or holidays, scheduled time off or approved leaves of the grievant.

Section 8. Arbitration. Should a grievant, after receiving the written answer of the Mayor, still feel that the grievance has not been resolved to his or her satisfaction, he or she may request of the OPBA that the OPBA make the final decision as to whether any grievance will be pursued to arbitration. If the OPBA decides to pursue arbitration, the grievant or the OPBA must make written application to the Employer for arbitration within twenty (20) working days of the grievant's receipt of the written answer from the Mayor at Step 2. The request shall also include the name of the individual or firm that will represent the grievant and the OPBA in the arbitration proceedings.

Section 9. Within ten (10) working days following the receipt by the Mayor of the request for arbitration, the Employer or its representatives will contact the representative of the OPBA for the purpose of selecting an impartial arbitrator. The arbitrator shall be selected by requesting the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) to submit a panel of seven (7) names of arbitrators from which the Employer and the OPBA representatives shall select one (1) by alternately striking names until only one is remaining. If, however, either party fails to agree to strike names, the other party may rank his order of preference for arbitrator and FMCS or AAA shall have the authority to appoint an arbitrator according to said ranking.

Section 10. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or AAA as appropriate. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the 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 therein in arriving at his determination on any issue presented that is proposed within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him 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 or classifications not negotiated as part of this Agreement, unless expressly provided herein. In case of discipline, the arbitrator shall have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, as noted on the grievance form.

Section 11. The ruling and decision of the arbitrator shall be final and binding upon the parties. The award, if in favor of the grievant, will be immediately implemented by the Employer.

Section 12. The costs of the services of the Federal Mediation and Conciliation Service, the fee of the arbitrator, the costs of any proof produced at the direction of the arbitrator, the rent (if any) for the hearing room and all other costs of arbitration shall be borne equally by the OPBA and the Employer. If either party desires the arbitration proceedings to be recorded, the costs of the reporter and any transcript requests shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party requesting same. Any bargaining unit employee in attendance for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

Section 13. Awards. The arbitrator shall forward his findings, award and all supporting data, to the representatives of the parties.

Section 14. A supervisor will be notified of any grievance filed against him and will receive written notification of the results or disposition of the grievance.

PROBATION PERIODS

ARTICLE X

A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position at any time during his probationary period. Newly promoted employees may be returned to their former position only upon a showing of just cause.

UNION REPRESENTATION

ARTICLE XI

Section 1. The OPBA shall have the right to select Directors from the bargaining units shall be authorized and recognized by the Employer to represent the OPBA in matters covered by this Agreement. The names of the Directors shall be certified in writing and forwarded to the Employer.

Section 2. The parties recognize that it may be necessary for a Director of the OPBA to leave a normal work assignment while acting in the capacity of Director. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by Directors. Before leaving an assignment pursuant to this section, the Director must obtain approval from the officer in charge of the shift. The Employer will compensate the Director at the normal rate for the time spent in the good faith processing of grievances during the Director's regularly scheduled working hours, and at any meetings at which the Employer requests a Director to be present.

Section 3. Director(s) of the OPBA shall be allowed 3 hours per month off, without pay, for the purpose of attending OPBA Director meetings. Director of the OPBA shall be paid three (3) hours per month in compensatory time for performing union related functions as needed. The Director of the OPBA must show what union duties were performed per month. If no hours of time were used for union related functions then the three (3) hours of compensatory time would not be granted.

Section 4. The OPBA shall be allowed to hold regular meetings on the Employer's premises.

Section 5. One member of the negotiating committee shall be allowed reasonable time off during his regular scheduled working hours to participate in collective bargaining meetings with the Employer without loss of pay. Said employee shall be available to answer calls.

SENIORITY

ARTICLE XII

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. Employees who resign, are discharged for cause, are absent for three (3) consecutive work days without notifying the City (unless the employee is unable to report off due to accident, injury or any other reasonable cause), are laid off and fail to report for work within three (3) working days after having been recalled, or do not report for work within forty-eight (48) hours after the termination of an authorized leave of absence, are separated from service with the City and shall lose all seniority, unless the employee can provide the Employer with a reasonable excuse for his failure to comply with the provisions of this Article. No break in service shall occur while an employee is on layoff.

Section 3. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 4. Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

Section 5. Employees who are laid off subsequent to the signing of this Agreement shall receive medical benefits coverage for the balance of the month in which layoff occurs from the effective date of the layoff.

Section 6. If more than one employee is hired on the same date, the employees' respective positions on the civil service eligibility list will determine the order of seniority.

Section 7. Employees who are above the rank of patrol officer will retain departmental seniority from the date of hire, as provided for in Section 1 of this article.

Section 8. Employees who are above the rank of patrol officer will also have time in rank. Time in rank will be determined from the date the employee was promoted. In case more than one (1) employee is promoted on the same date, time in rank will be determined by the employees' placement on the promotional civil service examination. If there are two (2) or more supervisors of equal rank on a shift, the supervisor with "time in rank seniority" is the supervisor in charge of the shift.

Section 9. In matters relating to layoff and affecting employees above the rank of patrol officer, departmental seniority will be the determining factor in the order of layoff.

Section 10. In all other matters relating to assignments, reduction in rank, or preference according to seniority above the rank of patrol officer, time in rank will be the determining factor.

BULLETIN BOARDS

ARTICLE XIII

Section 1. The Employer agrees to provide space for bulletin boards in the police access room, to be used by the OPBA and its members. No materials of any kind may be posted elsewhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards so designated.

Section 2. Should a posting be made on the Union's bulletin boards which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting, provided the Employer provides the Union with a written explanation of the reason for such a removal.

Section 3. In the event the Union objects to the Employer's removal of a posting, the Union shall be entitled to petition the Federal Mediation and Conciliation Service (F.M.C.S.) for an expedited arbitration hearing on the disputed posting. Such an arbitration shall be in accordance with the provisions of Article IX, Grievance Procedure.

HOURS OF WORK/OVERTIME

ARTICLE XIV

21 turn rotating shift schedule with two Patrol supervisors on each turn. (4 turns)

Section 1. The standard work period for all employees who are scheduled to work on a rotating shift shall be twenty-one (21) days. The work period shall be computed starting at 12:01 A.M. Sunday and end on the twenty-first day following. Each work period thereafter shall be computed beginning the next Sunday and run for the next twenty-one (21) day period. This scheduling practice shall not change during the life of this Agreement unless mutually agreed by management and simple majority of bargaining unit members.

The scheduled hours for each shift shall be as follows:

Day Turn:	6:45am - 2:45pm
Afternoon Turn:	2:45pm - 10:45pm
Midnight Turn:	10:45pm - 6:45am

Bargaining unit members, who work the 21 turn rotating shift schedule, shall be entitled to take one (1) split day off for each fifteen (15) working days, or receive 12 hours of compensatory time or pay at the officer's discretion. Bargaining unit members shall have the choice of taking their split day on Day Turn, Afternoon Turn, or Midnight Turn, provided it does not create a call out of a ranking officer.

For purposes of this section a "supervisory shortage" shall be defined as a shift in which there is no scheduled supervisor available to work his scheduled shift. i.e. A supervisory shortage is when both of the scheduled supervisors are unavailable to work their scheduled shift. If at least one scheduled supervisor is available to work his scheduled shift a supervisory shortage does not exist on that shift.

Supervisors working the 21 turn rotating shift schedule shall be permitted the option to post split days earned (one (1) split day for each fifteen (15) working days) during the entire year as twelve (12) hours compensatory time for each split day earned and not taken off or turn in as pay at their overtime rate of pay, at the officer's discretion. In exchange for this, supervisors will attempt to flex their work schedule to cover a different shift in which there will be a supervisory shortage as defined in this section. Supervisors will make a good faith effort to fill as many supervisory shortages as possible, but it is understood that not all supervisory shortages can be filled by flexing and some supervisory shortages will result in an overtime callout.

Supervisors shall be given at least a seventy-two (72) hour notice of when a supervisory shortage will be expected on another shift which will result in a flex request.

A supervisory shortage created as a result of a supervisor taking one (1) or two (2) sick days shall not require another supervisor to flex unless it is a prescheduled sick day with at least a seventy-two (72) hour advance notice. Supervisors will attempt to flex their schedule when a supervisory shortage is created by another supervisor taking three (3) or more sick days regardless of not having a seventy-two (72) hour notice.

Supervisors shall decide among themselves as to which supervisor will flex and will attempt to do so on somewhat of a rotational basis; however equalization is not required nor is a strict rotational sequence required.

Supervisors cannot be ordered by the Chief to flex or to change their scheduled days off and shall not be required to work more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in a work week in accordance with other sections of this labor agreement. Supervisors may elect to work more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in a work week on a voluntary basis and will not charge overtime to the City unless the overtime results from a callout.

The Chief cannot schedule officers split days. The Chief may transfer a supervisor to another shift if the supervisory shortage is for one week or longer but supervisors have the first option of flexing or volunteering to transfer their shift to cover a one week period or longer supervisory shortage.

Supervisors shall not be required by the Chief to change their scheduled days off nor shall they be required to cancel previous scheduled time off for the purpose of flexing to fill a supervisory shortage.

Supervisors shall not be required to flex their schedule for minimum manning purposes and shall only be requested to flex when the shortage is caused by a supervisory shortage (as defined in this section) due to no scheduled supervisor being available for their scheduled shift. i.e A call off or scheduled time off from a patrolman or dispatcher does not require a supervisor to flex his schedule to fill the shortage.

Supervisors having prior plans for their scheduled time off shall not be required to change those plans for the purpose of flexing to fill a supervisory shortage on another shift.

If a supervisor is off during the entire twenty-one (21) day turn cycle being if it is worker's compensation, sick time, or any other accumulated time, he will not submit an overtime

slip for pay or compensatory time. Instead, this supervisor will take it as a split day off.

The 21 turn rotating shift schedule shall rotate weekly but backwards in the following order: Midnight, Afternoon, Day turn. There shall be two (2) Supervisors assigned to each of the four (4) turns. A Captain and Lieutenant will be assigned to three (3) turns while two (2) Captains will be assigned to the fourth turn. After the retirement of a Captain, all four (4) turns will consist of a Captain and a Lieutenant.

Captains choice of Lieutenants and Dispatchers. The top four Captains in time-in-rank seniority shall be assigned a turn. The senior Captain shall have first pick of his Lieutenant or remaining Captain. The remaining three Captains shall choose their Lieutenant or remaining Captain accordingly by most time-in rank seniority having preference. This procedure will be reversed for the choice of Dispatcher, with the youngest of the top four Captains in time-in-rank making the first choice of his Dispatcher. The remaining three Captains shall choose their Dispatcher accordingly by least time-in-rank seniority having preference. Any changes to this procedure must be approved by the Chief of Police.

Rotating turn compensation. Bargaining unit members who work the 21 turn rotating shift schedule, shall receive, in addition to their regular pay, 2 per cent (2 %) of their average hourly rate per hour rotating turn differential, for all hours worked as additional compensation paid in each pay period. Rotating turn compensation calculation = Rank differential pay rate, pursuant to Article XXIV of this Labor Agreement x 2%.

Split day exchange. Employees with less than twenty-four (24) hours of compensatory time may "cash in" a split day in exchange for eight (8) hours of compensatory time. No more than two (2) split days may be cashed in during the calendar year.

Section 2. Each employee, during the twenty-one (21) day period outlined above, shall work an average of forty (40) hours per week, and an average of eight (8) hours per day inclusive of a one-half (1/2) hour lunch period per eight hour shift.

Section 3. When an employee is required by the Employer to work more than one hundred and twenty (120) hours in a work period, as defined in Section 1 above, he shall be paid overtime pay for such time in excess of one hundred and twenty (120) hours at one and one-half (1 1/2) time his average hourly rate of pay. In addition, should an employee who works on a rotating shift work in excess of eight (8) hours in a day, he shall be paid overtime pay for all hours in excess of eight (8) for that day at one and one-half (1 1/2) times his average hourly rate of pay.

Section 4. The standard work period for all employees who are not scheduled to work on a rotating shift shall be seven (7) days. The work period shall be computed starting at 12:01 A.M. Sunday and end on the seventh day following. Each work period thereafter shall be computed beginning the next Sunday and run for the next seven (7) day period.

Section 5. Each employee who is affected by the seven (7) day work period shall work forty (40) hours per week, eight (8) hours per day inclusive of a one-half (1/2) hour lunch period per eight hour shift.

Section 6. When an employee is required by the Employer to work more than forty (40) hours in a seven day work period, as defined in Section 4 above, he shall be paid

overtime pay for such time in excess of forty (40) hours at one and one-half (1 1/2) times his average hourly rate of pay.

Section 7. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 8. Compensatory Time. Employees shall be able to earn overtime and compensatory time at the rate of time and one-half and bank said time up to a maximum of three hundred (300) hours. Unused compensatory time will be paid upon retirement, or in the event of death to the estate of the employee, at the employee's current average hourly rate of pay upon retirement or death. Pre-approved compensatory time off can only be cancelled for a state of emergency or city emergency, not solely because it will create overtime.

Section 9. Overtime & Overtime Equalization.

- A. Overtime shall be distributed as equitably as practical and shall be equalized by bargaining unit members on a continuous basis. The bargaining unit will select a member who will maintain an overtime list in order to determine which officer shall be called into work. If overtime is equal, the most senior employee shall be offered overtime first.
- B. All overtime worked except for optional overtime hours as described in Article XIV Section 9 shall be posted on the overtime equalization board.
- C. Bargaining unit members will not be charged for refusals to work overtime.
- D. Employees on sick leave, worker's compensation, or leave of absence, in excess of fourteen (14) days, upon return to work, shall be charged the average number of overtime hours worked during the leave period.
- E. If there is an eight (8) hour overtime assignment available, a supervisor on a scheduled day off may choose to work the entire eight (8) hour shift, providing that he is the next person to be called on the overtime list.
- F. The overtime, compensatory time, and call-out board for supervisors will be kept in the Captains office, and will be administered by a supervisor chosen by the bargaining unit.
- G. Outside of normal work hours, all scheduled training is paid at one and a half (1 1/2) times the average hourly rate of pay for time worked.
- H. Supervisors shall replace Supervisors.
- I. The City shall follow the requirements and regulations of the Fair Labor Standards Act (FLSA) when calculating an employee's overtime rate (i.e.: inclusion of rank differential, longevity, clothing allowance, and rotating turn differential.)
- J. Supervisory employees with at least twenty-two (22) years of completed service with the police department may, at their option waive the retirement incentive as described in Section XXXV and shall be entitled to work optional overtime hours

equal to the amount of compensation they would have received had they opted for the retirement incentive. Optional overtime hours may be worked to fill a supervisory shortage, to complete any daily duties required of a supervisor such as completing paperwork or checking reports, to work other supervisory duties such as firearms, grants, evidence, to work a special assignment or project or detail for the police department. The Chief may post a list in the Supervisor's Office of projects and tasks that need to be completed.

Supervisory employees may sign up for optional overtime hours in any month to work his optional overtime hours as long as he has at least twenty-two (22) years of completed service with the police department. The time period available for working optional overtime hours shall run for a total of thirty-six (36) months. Supervisory employees may sign up for three (3) twelve (12)-month periods of time or for one (1) thirty-six (36) month consecutive period of time. No optional overtime hours are to be worked on a holiday as designated in Article XVII, Section 1.

Any supervisory employee absent from work or on leave for thirty (30) days or longer due to sick leave, injury leave, family medical leave, suspension, or for any other unforeseeable event shall have his time period extended by the city to work optional overtime hours for the amount of time equal to his absence from work.

Any supervisory employee not completing their allotted number of optional overtime hours due shall be paid any balance of compensation they would have earned had they completed working their total number of optional overtime hours. This amount due shall be paid in one (1) lump sum upon leaving employment with the police department.

- K. Supervisory employees with at least twenty-two (22) years of completed service with the police department may, at their option waive the first five hundred and eighteen (518) hours of accumulated sick leave as described in Article XVIII Section 5 and shall be entitled to work optional overtime hours equal to the amount of compensation they would have received had they opted for the accumulated sick leave compensation. Optional overtime hours may be worked to fill a supervisory shortage, to complete any daily duties required of a supervisor such as completing paperwork or checking reports, to work other supervisory duties such as firearms, grants, evidence, to work a special assignment or project or detail for the police department.

Supervisory employees may sign up for optional overtime hours in any month to work his optional overtime hours as long as he has at least twenty-two (22) years of completed service with the police department. The time period available for working optional overtime hours shall run for a total of thirty-six (36) months. Supervisory employees may sign up for three (3) twelve (12)-month periods of time or for one (1) thirty-six (36) month consecutive period of time. No optional overtime hours are to be worked on a holiday as designated in Article XVII, Section 1.

Any supervisory employee absent from work or on leave for thirty (30) days or longer due to sick leave, injury leave, family medical leave, suspension, or for any

other unforeseeable event shall have his time period extended by the city to work optional overtime hours for the amount of time equal to his absence from work.

Any supervisory employee not completing their allotted number of optional overtime hours due shall be paid any balance of compensation they would have earned had they completed working their total number of optional overtime hours. This amount due shall be paid in one (1) lump sum upon leaving employment with the police department.

Section 10. Captain of the Detective Bureau and Juvenile Bureau.

- A. This position shall be held by a Captain and bidded every six (6) months by "time in rank seniority" set forth in Article XII, Section 8 of the current labor agreement. Bidding will take place commencing June 1st and will go into effect July 1st. December 1st bidding will go into effect January 1st during the life of this agreement.
- B. The Captain of the Detective Bureau and Juvenile Bureau need not be replaced when absent but shall be replaced in accordance with this article if on extended leave. Extended leave is defined as a period of more than ten (10) working days. Since the ordinance requires the position to be held by a Captain, a Captain will be offered first opportunity to fill the position by "time in rank seniority". If a Captain is unavailable to fill the position, a Lieutenant may then be called to fill the position by "time in rank seniority".
- C. The Captain of the Detective Bureau & Juvenile Bureau shall not be taken away from his normal work duties and ever used in the Patrol Division as a Supervisor during his normal working hours. The Captain of the Detective Bureau & Juvenile Bureau may be called out on an overtime basis to cover a shift in the Patrol Division according to the Overtime Equalization guidelines. The hours for this position shall be Monday through Friday, 7:00am - 3:00pm, 7:30am - 3:30pm or 8:00am - 4:00pm.
- D. The Captain of the Detective Bureau & Juvenile Bureau shall be afforded the opportunity to work an extra twelve (12) hours per month of overtime at the discretion of the Chief or Safety Director to catch up on case loads for the duration of the labor agreement. This time may be worked in any increments (2,4,6,8) of hours at a time. The Captain of the Detective Bureau & Juvenile Bureau can be taken away from his normal duties and used in the Patrol Division as a supervisor during his normal working hours in an emergency situation.
- E. The Captain of the Detective Bureau & Juvenile Bureau cannot be denied pre-approved time off due to the Chief of Police being absent.

Section 11. Trading/Flex time.

- A. Bargaining unit members shall have the right to trade work days/hours, when the change does not interfere with the operation of the Police Department. Members shall have the right to be relieved by another member for any portion of the regular scheduled shift by verbal notification to the affected shift supervisor,

which should be noted on the Captain's Log, providing the change does not interfere with the operation of the Police Department. The City shall not be liable for overtime for any regular scheduled shift due to trading time. A verbal notification will be made to the Chief of Police.

- B. All supervisors may switch their days off or work hours for special details, e.g., drug investigations, firearms, patrol monitoring, etc., if done in accordance with this labor agreement.
- C. A bargaining unit member shall be permitted to flex his time to attend college classes providing it does not cause the turn to go below minimum manning. All time off requests from other bargaining unit members will take precedence over this flex time. The flex time off must be during the hours of classes plus travel time. Permission to flex this time must be granted by the Chief of Police or his designee.

Section 12. Work Week. The City agrees that bargaining unit members are first and foremost supervisory officers. No bargaining unit members shall be required to perform any task or function that is not commensurate with the member's current rank, except in emergency circumstances.

REPORTING PAY / MINIMUM CALL-IN AND HOLDOVER

ARTICLE XV

Section 1. Whenever an employee is called to work at a time other than his regular work schedule, he shall be guaranteed four (4) hours pay at the straight time or overtime rate whichever is appropriate in accordance with the other Articles of the Agreement.

Section 2. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift, or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

VACATIONS

ARTICLE XVI

Section 1. Members of the bargaining unit shall be entitled to vacation in accordance with the following schedule:

<u>Increments</u>	<u>Weeks</u>
6 months but less than 3 years	1 week
3 years but less than 6 years	3 weeks
6 years but less than 10 years	4 weeks
10 years but less than 15 years	5 weeks
15 years but less than 20 years	6 weeks
20 years but less than 25 years	7 weeks
25 years completed and up	8 weeks

All bargaining unit members will be entitled to one (1) week retroactive carryover from the year 2009 into the year 2010 due to the late signing of this agreement.

Section 2. Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay, which he has earned, but not yet taken. Should such employee be deceased, payment for such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

Section 3. Bargaining unit members may, at their option, carry over two (2) weeks of vacation from one anniversary year to the next.

Section 4. A bargaining unit member may, at the employee's option, take up to three (3) weeks of his accumulated vacation leave in one day increments. An employee deciding to take such individual vacation leave days shall, when feasible, give the Employer seventy-two (72) hours advance notice of his request for such vacation day leave. Requests made with less than 72 hours notice shall be at the discretion of the supervisor. The Employer shall grant or deny any such requests within twenty-four (24) hours of his request. In addition, employees may take up to two (2) weeks vacation in one hour increments, provided such use does not create a call-out.

Section 5. The vacation year shall be from January 1 to December 31 of each year. Pre-approved vacations can only be cancelled for a state of emergency or city emergency, not solely because it will create overtime.

Section 6. Vacation weeks may be scheduled to fall between an employee's regularly scheduled days off, and may encompass more than one shift.

Section 7. Payment for Unused Vacation. An employee may elect to sell back up to a maximum of three (3) weeks of their accumulated vacation time each year. Such payments shall be made by separate check, and not added in with the regular payroll check. Employee will submit request to auditor's office prior to November 1st of each year, to receive pay for vacation of one (1), two (2) or three (3) weeks. Employee may also carry over two (2) weeks of vacation into the next year. This request will also be prior to November 1st. All vacation time will be scheduled by November 1st and if not taken by December 31st it will be lost.

Section 8. If an employee is refused vacation for the convenience of the City, the employee shall be paid for vacation time plus all hours worked.

Section 9. Each work shift (Day, Afternoon, or Midnight) shall be permitted at least one (1) supervisor on vacation or other time off at all times regardless of the number of patrolmen off on vacation or other time off.

Section 10. The switching of work days by a supervisor shall not constitute a "*past practice*" for the purpose of avoiding a future call-out for overtime when such call-out is in accordance with other provisions of this labor agreement.

Supervisors submitting their requests for vacation or other time off through January 31st of each year shall be considered for approval by departmental seniority. Requests received for time off on or after February 1st of each year shall be considered for approval on a first come first serve basis.

PAID HOLIDAYS

ARTICLE XVII

Section 1. Bargaining unit members shall be entitled to holiday pay for each of the following holidays:

1. The first day of January, known as New Year's Day;
2. The third Monday in February, known as Washington/Lincoln Day;
3. Good Friday;
4. The last Monday in May, known as Declaration or Memorial Day;
5. Fourth day of July, known as Independence Day;
6. The first Monday of September, known as Labor Day;
7. The second Monday of October, known as Columbus Day;
8. Veterans Day;
9. The fourth Thursday in November, known as Thanksgiving Day;
10. The day after Thanksgiving;
11. The twenty-fifth day of December, known as Christmas Day;
12. The third Monday in January, known as Martin Luther King Day.

Section 2. A bargaining unit member who works on any of the holidays designated in Section 1 above shall be paid at the rate of two and one-half (2 ½) times his average hourly rate of pay for all hours worked.

Section 3. Bargaining unit members are granted the right to refuse holiday pay and request compensatory (comp) time. Upon reasonable notice to the Turn Captain, the bargaining unit member shall be permitted to take the above accumulated holiday time in any increment he desires. Such time shall be posted on the comp time board and need not be used in the year in which it accrued. Any accumulated holiday time shall not count toward the comp time maximum.

Section 4. Employees must work their scheduled day before and their scheduled day after the holiday to receive holiday pay, unless the employee is on his normal day off, pre-approved vacation, or comp time. The Chief has the right to assign special duty officers, except for the traffic officer, to work holidays if needed. The employee shall be given 24 hours notice. If a bargaining unit member calls off sick on the holiday, he shall not receive holiday pay as designated in Section 1. If a bargaining unit member is on extended sick leave or worker's compensation, he shall not lose his holiday pay as designated in Section 1. Extended sick leave shall be defined as more than three (3) consecutive sick days off.

SICK LEAVE / FUNERAL LEAVE

ARTICLE XVIII

Section 1. Bargaining unit members shall be entitled to accumulate sick leave at the rate of two and three tenths (2.3) hours with pay for each forty (40) hours of work. Unused sick leave shall be accumulative without limit.

Section 2. Bargaining unit members shall be entitled to use sick leave for absence due to personal illness, injury, exposure to a contagious disease which could be communicated to other persons, and to illness, injury or death in the member's immediate family. The definition of immediate family shall be the employee's or employee's spouse's: mother, father, child, step-child of a current marriage, brother, sister, spouse, grandparents, step parents or other person who stands in place of a parent (loco parentis).

Expiration of Sick Leave.

If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this Agreement or may be advanced unearned sick or vacation leave at the discretion of the Employer.

After an employee has exhausted his sick leave with pay, he may be granted, with approval of the Chief of Police, Safety Director, or Mayor a leave of absence without pay for a period not to exceed six (6) months because of the personal illness or injury, supported by medical evidence satisfactory to the Chief of Police, Safety Director or Mayor. If the illness or injury continues beyond six (6) months, the City may grant additional leave of absence with the approval of the Chief of Police, Safety Director or Mayor.

Section 3. If medical attention is required, a certificate from a licensed physician, stating the nature of the illness, etc., shall be presented by the bargaining unit member to his supervisor.

Section 4. When an employee is unable to report to work, he shall notify his immediate supervisor one hour before he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor. When an employee becomes aware that he requires sick leave of more than one day's duration, he shall notify his immediate supervisor one hour before he is scheduled to report to work on the first day he is unable to work, and shall inform the supervisor of the expected date of return.

Section 5. Officers who are members of the bargaining unit upon the ratification of this Agreement and who have been employed by the Employer for at least ten (10) full years shall, upon retirement or death, be entitled to compensation in a lump sum for accumulative sick leave. For officers hired prior to January 01, 1988, sick leave compensation shall be at the employee's final straight time hourly rate of pay for the first five hundred and eighteen (518) hours of accumulated sick leave, and at the prevailing federal minimum wage rate for all remaining accumulated sick leave hours in excess of five hundred and eighteen (518) hours. For officers hired after January 01, 1988, sick leave compensation shall be at the employee's final straight time hourly rate of pay for the first one hundred (100) hours of accumulated sick leave,

and at the prevailing federal minimum wage rate for all remaining accumulated sick leave hours in excess of the first one hundred (100) hours.

Supervisory employees with at least twenty-two (22) years of completed service may waive the first five hundred and eighteen (518) hours of accumulated sick leave and opt to work optional overtime hours as described in Article XIV Section 9 equal to the amount that would have been paid to the supervisory employee under this accumulated sick leave section. The remaining balance of accumulated sick leave in excess of five hundred and eighteen (518) hours shall be paid as outlined in this section upon retirement or death.

1. In the event of catastrophic illness, extenuating medical circumstances, or any depleted use of the remaining, earned sick time hours calculated prior to the retirement date given in the original notification:

- A. the Agreement between the employee and city shall be suspended;
- B. the city shall restore sick time distribution back to the beginning date of notification;
- C. payments already made under the original Agreement shall be subtracted;
- D. use of sick time and related payments shall be issued.

Section 6. Employees who become members of the bargaining units subsequent to the ratification of this Agreement and who are employed by the Employer for at least ten (10) full years shall, upon retirement or death, be entitled to compensation in a lump sum for all hours of their accumulated sick leave at the prevailing federal minimum wage rate of pay.

Section 7. Should an employee utilize only one (1) day of sick leave or less from January 1 to March 31 of any calendar year he or she shall be entitled to a bonus of \$125.00 or 16 hours of compensatory time at the officer's discretion, which will be payable no later than two pay periods following the last day of that quarter of a year. Likewise, should an employee utilize one (1) sick day or less in any other quarter year (April 1 - June 30; July 1 - September 30; October 1 - December 31) he or she shall receive the \$125.00 sick leave bonus or 16 hours of compensatory time at the officer's discretion, as stated above. Absence due to a work related injury shall not disqualify an employee from utilization of this benefit. Use of more than four (4) days of injury pay in any one quarter will disqualify the employee from receiving the sick leave bonus.

Section 8. Bereavement Leave.

A. In addition to the provisions above, bargaining unit members shall be entitled to five (5) days of bereavement leave with pay (not to be deducted from sick leave) when there is a death in the member's family for the following: employee's spouse, mother, father, child, step-child of current marriage, current mother-in-law or father-in-law. Bargaining unit members must attend services on the day of the funeral.

B. In addition to the provisions above, bargaining unit members shall be entitled to three (3) days of bereavement leave with pay (not to be deducted from sick leave) when there is a death in the member's family for the following: member's or member's spouse's grandparents, grandchild, brother, sister, or member's brother-in-law, sister-in-law, step-parent or Loco Parentis. Bargaining unit members must attend services on the day of the funeral.

C. In addition to the provisions above, bargaining unit members shall be entitled to one (1) day of bereavement leave with pay (not to be deducted from sick leave) when there is a death in the member's family for the following: member's or member's spouse's aunt, uncle, niece or nephew. Bargaining unit members must attend services on the day of the funeral.

Section 9. Bargaining unit members may use one (1) personal day per year chargeable to their accumulated sick time, so long as use of those days does not result in overtime. Use of personal days will not affect provisions of Article XVIII, Section 7 above.

Section 10. Family and Medical Leave. Employees who work for a minimum of twelve (12) months and 1250 hours over the previous twelve (12) month period are entitled to Family and Medical Leave.

- A. Twelve weeks for the birth, adoption or placement of a foster child. (Must be taken during the twelve (12) month period immediately following the event.) or twelve weeks for inability to work due to personal illness or to care for the spouse, child, parent, or spouse's parent(s) with a serious illness.
- B. The first six (6) weeks will be sick leave. If not available, vacation or any other combination of time available or leave without pay may be used. The second six (6) weeks will be vacation time first (except for one week vacation time), sick leave or leave without pay, but there are no requirements to exhaust leave. If sick time and vacation are all exhausted, the remainder of the twelve (12) weeks can be taken in comp. time or as unpaid leave.
- C. No loss of any benefits when taking Family or Medical Leave.
- D. Guaranteed job when returning from leave.
- E. An additional time up to six (6) months may be granted for (A) above but if unpaid must make COBRA payments.
- F. Benefits are provided by the Employer for all other provisions of leave under this Article.
- G. A Family Medical Leave Form must be filled out by the employee and physician prior to leave being taken.

Section 11. Attendance Policy

Statement of Purpose

The intent of this policy is to set forth the expectations with regard to employee attendance and further provide a reasonable, fair and consistent mechanism for improving and maintaining an acceptable attendance level in the program.

Attendance Expectations

An employee's attendance shall be considered unacceptable when an employee has three (3) occurrences of absence, documented or undocumented, in a three (3) month period.

For the purpose of this policy, an occurrence shall be defined as an incident of absence, documented or undocumented, which may be a portion of a day, a full day, or a succession of days which are separated by at least one (1) workday.

A. OCCURRENCES

1. Any continuous absences of more than one hour.
2. Consecutive shifts of work missed on the same illness/injury.
3. Doctor follow up on the same injury/illness remains as only one (1) occurrence.

B. EXCUSED ABSENCES

1. Jury Duty
2. Military Duty
3. Personal Leave
4. Vacation Time
5. Compensatory Time
6. Bereavement Leave
7. Hospital Stays
8. On the Job Injuries
9. FMLA qualifying events

Medical Excused Required

Employees who are absent from work for three or more consecutive work days and/or FMLA qualifying events are required to have a doctor's excuse before returning to work.

Disciplinary Actions

1. **Three occurrences** in 90 days will result in a meeting with the administration to discuss the employee's attendance. The employee may have a union representative present at this meeting. This meeting will be considered an oral reprimand, but there will be a written record of said meeting in the employee's file.
2. **Fourth occurrence** in 90 days will result in a written reprimand.
3. **Fifth occurrence** in 90 days will result in a one day suspension, without pay.
4. **Sixth occurrence** in 90 days will result in a three day suspension, without pay, subject to termination.
5. Each sixty (60) calendar days of perfect attendance shall result in the reduction of the number of occurrences by one occurrence.
6. For purposes of this policy, 90 days will be defined in quarters and there will be four (4) quarters per calendar year.

Tardiness

Occurrences of tardiness shall be treated separately from the occurrences of attendance. All employees will report to work at their scheduled starting times. Late starts shall be deducted in 6-minute increments for pay purposes.

An occurrence of tardiness is defined as the employee reporting for work late two times. (For every 2 times late, you would earn 1 occurrence.) Discipline for tardiness is outlined below:

1. **2 occurrences** within a 30 day period would result in a documented oral reprimand.
2. **4 occurrences** within a 60 day period would result in a written reprimand.
3. **6 occurrences** within a 90 day period would result in a one day suspension, without pay.
4. **8 occurrences** within a 120 day period would result in a 3 day suspension, without pay, subject to termination.
5. Each 60 day period without an incident of tardiness will result in the subtraction of one (1) occurrence.

LONGEVITY PAY

ARTICLE XIX

Section 1. Longevity Pay was forfeited in lieu of "Multiplier Pay Scale".

CLOTHING ALLOWANCE

ARTICLE XX

Section 1. Effective January 1, 2010, the City agrees to pay all bargaining unit members One Thousand Fifty Dollars (\$1,050.00) annual clothing allowance on February 1st of each year.

Section 2. The Chief shall direct any bargaining unit member under his command to replace any piece of uniform or clothing which is badly worn.

Section 3. Any bargaining unit member whose uniform is damaged or lost while in the line of duty shall be responsible for replacing said uniform. For the purposes of this section, the uniform is defined as shirt, pants and shoes. In order to protect the employee from additional losses for any one incident an employee shall be reimbursed for the cost of the (additional) damaged items lost with the approval of the Safety Director.

Section 4. The employer shall maintain the practice of providing necessary leather goods to all employees.

COURT DUTY

ARTICLE XXI

Section 1. Any employee who in his capacity as a police officer is required to report for court duty outside of his regular scheduled work shift shall be paid a minimum of three (3) hours pay at the straight time or overtime rate, whichever is appropriate in accordance with the other Articles of this Agreement. Such time may be accumulated and used as compensatory time.

Section 2. Any employee that is required to report for court duty must have a court form signed and stamped by court personnel (when possible) in order to get paid. A signature will be considered sufficient in instances where a stamp is not available.

MILITARY LEAVE

ARTICLE XXII

Section 1. All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corp., or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period as required by State or Federal law.

Section 2. The employee is required to submit to the Chief an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave.

Section 3. Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Chief by military pay voucher. The City shall also continue to pay for and provide health insurance and life insurance during such leave, for three (3) months, which period may be extended by the Employer.

Section 4. The turn supervisor will replace said employee while on leave by calling out according to other provisions of this Agreement.

SERVICE RELATED INJURY

ARTICLE XXIII

Section 1. In the event of service connected occupational illness or injury, bargaining unit members who are compelled to be absent from duty upon the recommendation of a certified physician, shall receive injury leave at full pay for the period of disability, provided that such absence does not exceed one (1) year from the occurrence of such disability to total a one (1) year period.

Section 2. The bargaining unit member agrees to turn over to the Employer any weekly compensation check which represents wages paid from any fund that the Employer

contributes to, in exchange for receiving his regular paycheck, in accordance with the present practice.

Section 3. Any lump sum payment received by the bargaining unit member for a permanent injury or illness remains the property of the member.

Section 4. Any bargaining unit member on injury leave shall be entitled to reinstatement upon approval of a certified physician at the rate of pay of the position to which the member is reinstated at the time of such reinstatement.

Section 5. Bargaining unit members shall continue to accumulate seniority while on injury leave.

Section 6. Injury leave shall not be charged against accumulated sick leave.

Section 7. If any employee incurs a service connected occupational illness or injury, and requires a treatment at a later time upon recommendation of a certified physician, he then is entitled to injury leave. Example: If an officer was shot and returned to work at a later time, and then required corrective surgery years later, he would be permitted to undergo this surgery without its affecting his accumulated sick leave.

Section 8. Section No. 7 above shall include all officers currently employed, who have been injured in the line of duty.

Section 9. In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this Article shall be repaid by the employee to the City.

Section 10. Any bargaining unit member who takes any action(s) as a police officer, while in an off duty situation, shall be considered the same as any action(s) taken by any bargaining unit member involved in any on-duty situation.

Section 11. Any bargaining unit member who takes any action(s) as a police officer in a bona fide secondary employment setting, as defined by the City's secondary job policy, shall be considered the same as any action(s) taken by any bargaining unit member involved in any on-duty situation.

Section 12. In circumstances where an employee is eligible for light duty under conditions set forth by a certified physician, and with the approval of the Safety Director (which shall not be unreasonably withheld), the employee shall be authorized to work alternate duty assignments on his bid shift, or if the employee volunteers on an alternate shift. If the employee is not in a bid position, the Employer may assign the employee to alternate duty on any shift so long as the assignments are on a consistent basis. The employee shall not be required to perform duties on day turn one day, afternoon the next, midnight the following day or any other similar combination. In the event the opinions of the two physicians conflict, a third physician will be selected by the other two, and the opinion of the third physician shall be binding. The costs incurred for examination by the city physician and the third physician shall be borne by the city.

WAGES AND RANK DIFFERENTIAL

Article XXIV; Section 1 and the read as follows effective 1-1-12:

Section 1. Rank Differential. A rank differential shall exist between Patrolman and Lieutenants and Captains with equal years of service.

This rank differential shall require that the rank differential pay rate for Lieutenants shall exceed a patrolman's pay rate with equal amount of years of service (according to the Patrolman's "Multiplier Pay Scale") by *seventeen percent (17%)* for the years of *2012, 2013, and 2014, with a wage re-opener for the year 2013, and a wage re-opener for 2014*; plus an additional ten percent (10%) for pension contribution purposes, plus any additional applicable current employee pension contribution increases above ten percent (10%), pursuant to Article XXVII of this Labor Agreement.

The Rank differential pay rate for Captains shall exceed the rank differential pay rate of Lieutenants with the equal amount of years of service by *seventeen percent (17%)* for the years *2013, 2013, and 2014, with a wage re-opener for the year 2013, and a wage re-opener for 2014*; plus an addition ten percent (10%) for pension contribution purposes, plus any additional applicable current employee pension contribution increases above ten percent (10%), pursuant to Article XXVII of this labor agreement.

Section 2. Vacancies. A Lieutenant who replaces a Captain shall be paid his hourly rate according to Article XXIV Section 1 above and an additional eight percent (8%) for a total of twenty-five percent (25%) rank differential; for such periods as he performs the duties of the higher rank if the higher rank is off on extended sick leave of fifteen (15) calendar days or more. This rate shall not include overtime and callouts.

A Lieutenant who replaces a Captain shall be paid immediately his hourly rate according to Article XXIV Section 1 above and an additional eight percent (8%) for a total of twenty-five percent (25%) rank differential; for such periods as he performs the duties of the higher rank if the higher rank position becomes vacant, due to retirement or death, until the vacancy is filled by promotion pursuant to other Articles of the current Labor Agreement and Civil Service Law.

Section 3. OPOTA Re-Certification. All bargaining unit members will be paid five hundred dollars (\$500.00) on November 1st of each year for annual OPOTA Re-certification. All bargaining unit members will be paid five hundred dollars (\$500.00) retroactive from the year 2009, in a separate check within thirty (30) days of execution of this Agreement.

HOSPITALIZATION, LIFE INSURANCE,
OPTICAL, DENTAL, AND DRUG PRESCRIPTION

ARTICLE XXV

Section 1. The employer agrees to maintain in full force and effect coverage's for health, hospitalization insurance, optical, dental, and drug prescription coverage and benefits, including major medical, with the Employer assuming the payment of the premiums in full for Employees under one new PPO coverage plan proposed by the employer for all employees of the City of Niles.

Section 2. Nothing herein shall prohibit the Employer from instituting cost containment measures (e.g. second surgical opinion, etc.) during the life of this Agreement. The Employer agrees to continue paying in full, premium for a life insurance policy for bargaining unit members in the amount of twenty thousand dollars (\$20,000.00), including accidental death and dismemberment coverage. The Employer, at no cost to the employee, will provide to each retiree of the City of Niles, who retires after January 1, 2010, a life insurance policy in the amount of five thousand dollars (\$5,000.00).

Section 3. As of January 1, 2000, prescription drug benefit co-payment will be as follows:

Name Brand:	\$ 8.00
Generic:	\$ 5.00

Mail Order Option:

Name Brand:	\$ 3.00
Generic	\$ 0.00

Effective January 1, 2007 the Niles Police Department OPBA Rank will pay the pharmacy option of \$10.00 per Name Brand prescription and \$5.00 per generic prescription.

Section 4. Employees with alternative health care coverage shall be offered \$100 per month for waiving the health care benefit provided by Employer. This section does not apply to spouses who are co-employed by the City of Niles. Employees who elect this option shall complete a standard form approved by the parties, and provided by the Employer. The completed form shall be returned to the auditor before any such waiver compensation shall be paid. In the event an employee loses or opts out of the alternative health care coverage for any reason, that employee shall be enrolled in the Employer's normally provided health care plan as soon as is practicable following proof of such termination. In no case shall the period be longer than forty-five (45) calendar days. Those employees wishing to enroll in the normally provided health care plan shall only be permitted to do so during the July 1 - January 1 periods above except in the case of a benefit termination.

Section 5. Health Benefit Plan will be the same as the patrol's health plan.

Section 6.

A. Upon the city negotiating the same memorandum of understanding with its

other bargaining units, during the term of this Labor Agreement, a Niles City Health Care Cost Containment Committee shall be established. This committee shall consist of seven (7) members, five (5) members of such members shall be union representatives, one (1) from each of the City's five (5) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The two (2) remaining members of this committee shall consist of the City Mayor, and Auditor or their designees.

- B. This Committee, called the Niles City Health Care Cost Containment Committee, hereinafter referred to as the "Committee", shall meet at least six (6) times a year. The City Mayor shall serve as a Co-Chairperson and one member of the remaining six (6) Committee members shall be voted in by the Committee as a second Co-Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the seven (7) members shall have one (1) vote, and that a majority vote will be controlling. These rules and regulations may include provisions providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.
- C. The calendar year ending immediately before the establishment of the Committee (2005) shall be considered the initial base year for the purpose of determining the health care cost economic date. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but not limited to, reduction of benefits, establishing a bid process, scope of final determination, as the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the committee.
- D. In an effort to reduce the health care cost (using 2005 as initial base year), the Niles Police Department OPBA Rank will pay \$25 per employee, per month for calendar year 2007, while the committee has a chance to organize and reduce health care cost as described above. In the event the committee has organized and met six (6) times without any results, the \$35 per employee, per month health care co-pay will continue for the calendar year 2008 as long as the Committee continues to meet as stated in the above paragraphs. In the event the Committee finds health care cost below calendar year 2005, the monthly co-pay will stop and return to zero. The new estimated monthly cost must be below the 2005 average health care cost per month.

Section 7. Healthcare Reimbursement Account. The City of Niles will make tax-free contributions on behalf of bargaining unit members into a Healthcare Reimbursement Account (HRA). The Healthcare Reimbursement Account (HRA) program is an investment program designed to provide dollars for medical expenses in retirement.

The program can be funded through several different sources including: ongoing contributions, accumulated sick and/or vacation time (annually or at retirement), conversion of holiday time as well as retirement incentive funds and any other funds due employee at time of retirement.

LIABILITY INSURANCE AND INDEMNITY

ARTICLE XXVI

The City of Niles shall provide defense and indemnity to bargaining unit members in accordance with Ohio Revised Code 2744 in any instance which is related to employment with the City of Niles.

PENSIONS

ARTICLE XXVII

Section 1. The employer shall continue in full force and affect the pension and disability program through the Police and Fire Pension Fund.

Section 2. Effective April 1, 2004, the portion of the employee contribution to the Ohio Police and Fire Pension Fund shall be equal to ten percent (10%) of the employee's earned compensation. Such compensation shall be paid through the salary reduction method.

Section 3. For the purpose of Section 2, the term "earned compensation" shall mean any and all monies paid on or after January 1, 1994, to an employee by the City of Niles, for which there is a pension contribution, under or pursuant to any provisions of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

Section 4. Effective March 1, 2004, the City of Niles shall increase bargaining unit member's wages by ten percent (10%). This ten percent (10%) increase was previously negotiated and divided equally over the three (3) year period from January 1, 1994 - January 1, 1996. The ten percent (10%) increase will be added to the employee's wages after rank differential is computed.

Section 5. Effective January 1, 2010, the City of Niles shall pay one hundred percent (100%) of the current employee pension contribution by increasing the bargaining unit's wages equal to the current employee pension contribution percentage amount set forth by the rules of the Ohio Police and Fire Pension Fund. The established current employee pension contribution percentage in accordance with the rules of the Ohio Police and Fire Pension Fund will be added to the employee's wages after rank differential is computed, pursuant to Article XXIV of the current Labor Agreement.

MISCELLANEOUS

ARTICLE XXVIII

Section 1. Police Equipment. The Employer agrees to furnish bargaining unit members all equipment required, as determined by the Employer, for them to fulfill their duties.

Section 2. Maintenance of Rank. The City agrees, for the life of the Agreement, that upon retirement of a Captain, the rank structure shall be five (5) Captains and four (4) Lieutenants. This will never exceed nine (9) supervisors.

Section 3. The City shall adopt a general safety program regarding equipment, working conditions and officer safety in order to insure the safety of all employees.

Section 4. The City shall institute mandatory training for all officers to comply with the skills needed to perform their duties and those required by statute. In addition, all officers shall be entitled to a maximum of 40 hours of training per year, with the approval of their supervisor and the Safety Director and the Board of Control when the cost exceeds \$500 at either the Ohio Peace Officers Training Academy or any other State certified school as long as it doesn't effect minimum manning. Mandatory recertification programs shall not count toward the 40 hours.

Section 5. Copies of incident reports and captains reports shall be made available.

Section 6. Turn Captains shall have access to a police department copy machine.

Section 7. The City shall enter into a mutual aid pact with surrounding communities.

Section 8. When a supervisor feels the workload requires additional personnel, the supervisor shall call out such personnel that he deems necessary. The supervisor shall get approval from the Chief of Police or if not available, the Safety Director.

Section 9. Minimum Manning. At all times, and on all shifts there will be the following minimum personnel on duty:

- 1 Communication Officer
- 4 Police Officers with at least 1 being a supervisor.

When the above minimum manning falls short due to illness, vacation, etc., the supervisor will call out additional personnel in compliance with call out procedures set forth by other Sections of this Agreement.

Only the Day-turn Patrol Supervisors shall be counted as minimum manning. The Detective/Juvenile Captain shall not be counted towards minimum manning.

Section 10. Drug and Alcohol Testing. Within ninety (90) days of signing of this contract, the Union and the City will meet to work out an agreement, if not the City's first proposal will go into effect.

Section 11. The City shall provide each member a take home vehicle, so as long as the City of Niles can afford such a benefit. Employee must live in the City of Niles limits to take home a vehicle.

PROMOTIONAL EXAMINATIONS

ARTICLE XXIX

Section 1. Promotional examinations for all positions above the rank of patrolman whether to fill an existing position or a newly created position shall be administered under the direction of the Civil Service Commission by an outside agency which is designed to and capable of creating, developing, writing, grading and administering such examinations. The Agency shall prepare, administer, retain and grade all promotional examinations, and report the grades to the Civil Service Commission and the examinees immediately after the test is given for the establishment of an eligibility list, with a copy being sent to the Directors of the OPBA. A period of sixty days shall be deemed adequate notice to all eligible employees for the purpose of posting a book list of reference material for all examinations. Promotional examinations will be given in the afternoon, to accommodate eligible officers on midnight turn. Officers shall retain the right to protest as provided by the Ohio Revised Code.

Section 2. The Union and the Civil Service Commission shall mutually agree on the appropriate testing agency and to the structure and content of the test. The City shall provide books of reference as called for per promotional exam for each applicant.

Section 3. In the event that a position above the rank of Lieutenant becomes open and there are not at least two officers eligible to take the examination from the next lower rank, due to officers not having one year in grade, the officers in the next lower rank, who do not have one year in grade will be permitted to take the examination.

Section 4. No test shall be opened by the Civil Service Commission prior to the test date.

Section 5. All promotional eligibility lists shall remain in effect for two years.

Section 6. Bargaining unit members promoted to any Rank Position, which includes Lieutenant, Captain and Chief, may voluntarily return to their former position during the first ninety (90) working days after their promotional appointment date.

LABOR/MANAGEMENT COMMITTEE

ARTICLE XXX

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Mayor and/or an appropriate designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems or issues of concern and to promote a more harmonious labor/management relationship.

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending.

Section 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 4. Up to one (1) employee representative who is scheduled to be at work during the time of this meeting, may, at the Employer's discretion, be able to attend this meeting with no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

WAIVER IN CASE OF EMERGENCY

ARTICLE XXXI

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Niles, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a. time limits for Management or the Union's replies on grievances; and
- b. all work rules and/or provisions of agreements or practices directly relating to the assignment of all employees.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

SEVERABILITY

ARTICLE XXXII

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

HEALTH AND SAFETY

ARTICLE XXXIII

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for his employees.

Section 2.

A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions become apparent.

B. The Employer will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The Employer shall be responsible for insuring that all safety rules and safe working methods are followed by the employees.

C. The Employer will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made.

EDUCATIONAL COMPENSATION

ARTICLE XXXIV

Section 1. Any employee, who desires to attend an accredited university or an accredited on-line university or college and complete courses in a law enforcement or related degree program, shall have the Employer pay for said class, tuition, provided the employee complies with the following:

1. Request for attendance must be in writing to the Chief of Police, no later than thirty (30) days prior to the start of class.
2. Upon successful completion of the class (attaining a "C" or better), the employee shall present to the Employer the employee's tuition statement, date and time on-line, and the course grade for tuition reimbursement.
3. To be eligible to attend, Officers must be formally accepted by the university and meet its requirements and must have completed two full years of service with the Niles Police Department.
4. Class attendance shall be on the employee's time and the Employer shall not pay the employee for any time spent in class attendance.
5. The on-line university or college must be an accredited agency recognized by the U.S. Department of Education. On-line classes can not be during work hours. Reimbursed cost for on-line university or college will not exceed credit hours cost of Kent State University or Youngstown State University, any amount exceeding this amount will be the responsibility of the bargaining unit member.

Section 2. The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee's presentation of documentation.

RETIREMENT INCENTIVE

ARTICLE XXXV

Section 1. Each bargaining unit member shall be entitled to a retirement incentive which shall equal one (1) week's salary for each year of completed service with the city. This incentive shall be capped at thirty (30) years for all bargaining unit members. Effective January 1, 2010 all bargaining unit members with less than twenty-two (22) years of completed service will be capped at twenty-five (25) years for this incentive.

Section 2. Within ninety (90) days of the ratification of this Agreement, the City shall establish a retirement incentive plan which shall create a Senior Captain and Senior Lieutenant Rank. This retirement incentive shall be equal to or better than any similar plan established for the Patrol unit. Participation in this plan shall be voluntary and officers who choose not to participate shall be entitled to their full buy-out.

Section 3. Supervisory employees with at least twenty-two (22) years of completed service may waive the retirement incentive and opt to work optional overtime hours as described in Article XIV Section 9 equal to the amount that would have been paid to the supervisory employee under this retirement incentive section.

LAYOFF AND RECALL

ARTICLE XXXVI

Section 1. When a layoff is necessary due to lack of funds or lack of work, the Employer shall notify the effected employees in writing at least fourteen (14) days in advance of the effective date of layoff. The Employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

Section 2. Employees shall be laid off in accordance with their departmental seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their lay off.

Section 4. Notice of recall shall be sent to the employee(s) by registered mail, with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee

Section 5. The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice, to notify the Employer of the employee's intent to return to work.

LEAVES OF ABSENCE

ARTICLE XXXVII

Section 1. General Leave Provisions.

- A. All unpaid leaves of absence (and any extensions thereof) must be applied for in writing on forms provided by the City. Such leave requests shall be granted or denied in writing, with the approval of the Chief of Police or Safety Director within three (3) working days of such request.
- B. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave if such early return is agreed to by the City and approved of by the Chief of Police or the Safety Director.
- C. When an employee returns to work after leave of absence, he will be assigned to the position that he formerly occupied.
- D. For the purposes of ascertaining City-wide seniority, service time, classification seniority and departmental seniority an employee shall be given credit for any periods of time during which he/she was rightfully on any of the leaves provided by this Agreement.

Section 2. Personal Leave. With the approval of the Chief of Police or the Safety Director, an employee may be granted a leave of absence without pay for any reason, not to exceed six (6) months. Employee may not seek employment elsewhere under this section.

Section 3. Trauma Leave. Any time a bargaining unit member uses force resulting in death or serious physical harm, an employee so requesting shall be relieved from all duties with pay until determination is made by competent authority that the act was justified. Upon returning to duty the member may be assigned to at least two (2) weeks of duty that does not require the carrying of a firearm.

Section 4. Detrimental Force/Critical Incident. If the City places an employee on administrative leave due to detrimental force or critical incident, it shall be without loss of pay or benefits. Any officer involved in a critical incident shall have access to a licensed mental health professional, chosen by the officer, paid for by the City not to exceed ten (10) visits or five (5) weeks immediately subsequent to the incident, within Plan's parameters.

DURATION OF AGREEMENT

ARTICLE XXXVIII

Section 1.

- A. This Agreement shall be retroactively effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2014, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, they shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. This Agreement shall represent all employee rights, privileges and benefits granted by the Employer to its employees and unless specifically and expressly set forth in this Agreement, all rules, regulations, and practices previously granted are no longer in effect. Any benefits which have been granted to bargaining unit members under applicable law and which are currently in effect shall remain so for the life of this Agreement.
- D. This Agreement shall remain in full force and effect during the period of negotiation of a new agreement. Any and all interpretations of any Articles and Sections in this Agreement, about their meaning and/or intent, will be made by mutual agreement between the Mayor and the Director of the OPBA Rank Bargaining Unit.

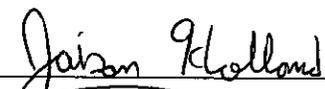
Section 2. This Agreement is subject to all applicable federal and state laws and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives and entered into this 26th day of March, 2013, at Niles, Ohio.

FOR THE EMPLOYER:



FOR THE OPBA:







APPENDIX A

**APPLICATION FOR ONE HUNDRED AND TWENTY EIGHT HOUR WORK PERIOD
City of Niles, Ohio**

I, _____ hereby make written application to work a 21 day work period averaging one hundred and twenty-eight (128) hours per 21 day period. This application shall be for a one (1) year period beginning January 1st, 20__ through December 31st 20__. This application may be utilized only three (3) times during my career. Once filed this application shall be irreversible for the duration of the year in which it is filed. I now have at least twenty (20) completed years invested in the Police and Fireman's Disability and Pension Fund (PFDPF). I further agree that by filing this application, I waive all rights to Split Days as prescribed in Article XIV, Hours of Work/Overtime.

SIGNATURE

Date _____

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