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**AGREEMENT  
BETWEEN  
THE CITY OF WATERVILLE, OHIO  
AND  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(SERGEANTS' UNIT)**

**EFFECTIVE JANUARY 1, 2013  
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## PREAMBLE/PURPOSE

This Agreement, entered into by and between the City of Waterville, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, referred to as "OPBA," and/or "Union" is:

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

## ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the sole and exclusive representative for those employees included in the bargaining unit as established by the State Employment Relations Board (SERB), case number 2011-REP-06-0058. Wherever used in this Agreement, the term "Bargaining Unit" shall include those individuals employed by the Employer as permanent, full-time, non-probationary employees in the classification of Sergeant.

Section 1.2. Positions excluded from the above described bargaining unit shall include, but are not limited to the Chief of Police, the patrol officers, and all other employees excluded from the bargaining unit as established by the State Employment Relations Board (SERB), case number 2011-REP-06-0058.

## ARTICLE 2 DUES DEDUCTION

Section 2.1. The Employer agrees to deduct membership dues in accordance with this article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods or the thirty-first (31<sup>st</sup>) day of employment, whichever comes first.

Section 2.2. The Employer agrees to deduct regular membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction. For membership dues, a signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee, signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct membership dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. All employees in the bargaining unit who, sixty (60) days from the date this Agreement is signed, or upon completion of probationary period or extended probationary period, whichever is later, are not members in good standing of the Union shall pay a fair share

fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the Union. The deduction of the fair share fee by the City from the payroll check of an employee is automatic and does not require written authorization of the employee. The Union shall prescribe an internal rebate procedure which conforms to applicable law including Ohio Revised Code Section 4117.09(C). Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Section 2.2. This fair share agreement between the City and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union who are in the same bargaining unit. The provisions of Section 4117.09(C), paragraph 3, of the Ohio Revised Code, apply in regard to bargaining unit employees who assert conscientious objections to payment of a service fee. The Union agrees to indemnify, defend and hold the City harmless against any claim made or any suit instituted by an employee or others representing an employee as a result of the City's compliance with the provisions of this Section.

### **ARTICLE 3 NONDISCRIMINATION**

Section 3.1. Neither the Employer nor the OPBA shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, military status, disability, OPBA membership, or abstaining from OPBA members.

Section 3.2. Except as specifically provided elsewhere in this Agreement, all references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 4.1. The OPBA recognizes the right and authority of the Employer to administer the operations and functions of the Police Department and, in addition to other functions and responsibilities which are required by law, the OPBA recognizes that the Employer has and will retain the full right and responsibility to direct the operation of the Police Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following, except as otherwise provided in this Agreement:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 4.2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

Section 4.3. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except for wages, hours, terms and conditions of employment or matters affecting same.

## ARTICLE 5 NO STRIKE/NO LOCKOUT

Section 5.1. It is agreed that the services performed by the employee covered under this Agreement are essential to the public health, safety, and welfare, and that a work stoppage of any kind would create a clear and present danger to the health, safety, and welfare of the public. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that the OPBA or its members shall not, for any reason, authorize, cause, support, engage in, sanction, participate in, or assist in any sick call, boycott, work stoppage, walkout, slowdown, strike, sympathy strike, or any other concerted activity which would interrupt the Employer's operations or services during the term of this Agreement or any extensions thereof.

Section 5.2. In addition to any other remedies available to the Employer, any employee(s), who individually or collectively violate Section 1 of this article shall be subject to discipline, including discharge.

Section 5.3. In the event of any violation of Section 1 of this article, the OPBA, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties, including, but not limited to, immediately ordering, by letter signed by the ranking OPBA officer, with a copy directed to the Employer, all employees covered by this Agreement to return to work notwithstanding the existence of a picket line, and instructing all such employees that their conduct is in violation of the Agreement, that they may be disciplined up to and including discharge, and that the OPBA directs and orders all such employees to return to work.

Section 5.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

Section 5.5. The Employer agrees that neither it, nor its designee(s), individually or collectively, will authorize, instigate, cause, sanction, aid, or condone any lockout of employees in the bargaining unit.

## ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1. Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 6.2. For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - the term "grievance" means an allegation by a non-probationary bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. Grievant - the term "grievant" includes any employee, group of employees within the bargaining unit or the OPBA. Where a group of the bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) employee of the bargaining unit in a similar manner, one (1) employee selected by such group will process the grievance, and at least one (1) affected employee must sign the grievance, but the grievance must identify each individual to be included in the grievance.
- C. Days - the term "days" as used in this procedure means calendar days, excluding Saturdays, Sundays, or holidays as defined in this Agreement.

Section 6.3. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. The written grievance shall be submitted in writing, and shall contain the following information:
  - (1) Aggrieved employee's name and signature;
  - (2) Aggrieved employee's classification;
  - (3) The date grievance was first discussed and the name of supervisor with whom the grievance was discussed;
  - (4) The date the grievance was filed in writing;
  - (5) The date and time of the incident giving rise to the grievance;
  - (6) The location where the incident giving rise to the grievance occurred;
  - (7) A description of the incident giving rise to the grievance;
  - (8) Specific articles and sections of the Agreement violated; and
  - (9) The desired remedy to resolve the grievance.
- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his or her representative, if any.
- C. The grievant may choose a union representative to represent him or her at any step of the grievance procedure.
- D. The existence of this grievance procedure shall not require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure shall automatically have waived and forfeited any remedies provided by this procedure.
- E. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way the provisions of this Agreement.

Section 6.4. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the OPBA to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: An employee who believes he or she may have a grievance shall reduce the grievance to writing and present it to the Chief within five (5) days the occurrence of the event or the employee's knowledge of the occurrence of the event, whichever is later. The Chief shall give his or her written decision within five (5) days following his or her receipt of the grievance.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Administrator within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions may be submitted with the appeal. The City Administrator shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his or her OPBA representative, and the other party necessary to provide the required information for the rendering of a proper decision. The City Administrator shall issue a written decision to the employee and his or her OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he or she may proceed to arbitration pursuant to the arbitration procedure herein contained.

Step 3: If the Union disagrees with the decision rendered at Step 2, it may request to submit the grievance to arbitration in accordance with the timeframes and procedures set forth in Article 7.

The parties recognize the benefits of having grievances resolved at the earliest opportunity. In recognition of this, employees are encouraged to bring grievances to the attention of their immediate supervisor at the earliest opportunity in an effort to resolve the grievance. This informal discussion with a supervisor does not waive or extend any of the time limits set forth above.

Section 6.5. The time limitations provided for in this Article may be extended by mutual written agreement between the Employer and the OPBA.

## ARTICLE 7 ARBITRATION

Section 7.1. Upon mutual agreement of the parties, the arbitration process may be postponed to allow the grievance to be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). If the parties agree to engage in grievance mediation, a joint request shall be made to FMCS to obtain the services of a federal mediator to mediate said grievance.

Section 7.2. In the event a grievance remains unresolved after being processed through all steps of the grievance procedure unless mutually waived, the Employer and Union agree that such grievances involving interpretation or application of the Collective Bargaining Agreement, may, through the OPBA, be submitted to grievance arbitration. The OPBA must make written notification to the Employer for arbitration within ten (10) days of the written answer from the Employer at Step 3. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer. Within ten (10) days following such written notification to the employer for arbitration, the parties may meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party shall request a list of seven (7) arbitrators from the Federal mediation and Conciliation Service. It is agreed that in the request to FMCS, the list will be comprised of "National Academy" arbitrators whose

principal place of business is within 150 miles of the City. Upon receipt of the list of seven (7) arbitrators the parties shall, within ten (10) days, select the arbitrator via the alternate strike method. The party requesting the arbitration shall be the first to strike. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list.

Section 7.3. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the agreement which are in question and shall have no power or authority to add to, subtract from or in any manner alter or modify the specific terms of the agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates or otherwise infringes upon any of the terms and conditions of the agreement. The arbitrator shall not establish any new or different wage rates not specifically negotiated as part of the agreement.

Section 7.4. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. Should the arbitrator determine the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the arbitrator. Nothing in this section shall preclude the arbitrator from choosing to hear the arbitrability argument and the arguments on the merits of the grievance in the same proceeding.

Section 7.5. The fees and expenses of the arbitrator shall be shared equally by the parties. In the event of a "split" decision by the arbitrator, the parties shall share equally in such costs. All other expenses shall be borne by the party incurring them. The costs of a court reporter shall be borne by the party requesting the court reporter's services; however, if the other party orders a transcript, the parties shall share equally in the cost of the transcript. Neither party shall be responsible for any of the expenses incurred by the other party. The decision of the arbitrator shall be final and binding upon the parties.

Section 7.6. Any employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing is conducted during the employee's normally scheduled working hours.

## **ARTICLE 8 REPRESENTATION**

Section 8.1. The parties recognize that it may be necessary for one employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative, as permitted herein. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the sergeant or officer in charge of the shift. The Employer will compensate a representative at the normal rate of pay for the time spent at any meetings at which the Employer requests a representative to be present.

Section 8.2 The OPBA shall provide to the Employer an official roster of its officers and Local OPBA Representatives and shall include the following:

- (a) Name
- (b) Address
- (c) Home telephone number
- (d) Immediate supervisor
- (e) OPBA office held

Section 8.3. The investigation and writing of grievances shall be on non-duty time whenever possible. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 8.4. Rules governing the activity of the union representative are as follows:

- (a) The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere with or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct Union business, including fundraising, membership solicitation, and distribution of Union literature, during working hours except as specifically authorized herein.
- (b) An OPBA employee official abusing the rules of this section shall cease Union activities immediately upon the request of the Chief or his designee.

## ARTICLE 9 CORRECTIVE ACTION/EMPLOYEE RIGHTS

Section 9.1. No employee shall be reduced in pay, suspended, discharged, or subjected to working suspension or otherwise disciplined except for just cause.

Section 9.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Examples of serious misconduct include, but are not limited to, criminal behavior, insubordination, dishonesty, and immoral conduct.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.3. Any employee who, as a result of the action of any court, loses his or her ability to carry a firearm or drive a vehicle may be charged with serious misconduct and discharged without progressive discipline.

Section 9.4. Whenever the Employer determines that an employee's conduct may warrant a suspension with or without pay, reduction in pay, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at such predisciplinary conference by an OPBA representative, and/or an OPBA attorney.

Section 9.5. Records of verbal warnings and written reprimands that are maintained in the employee's personnel file shall include a copy to the employee at the time the warning or reprimand is included in the employee's personnel file.

Section 9.6. Upon appropriate request to the Employer an employee may inspect his personnel file subject to the following:

- A. Every employee shall be allowed to review his personnel file at any reasonable time upon written request made in advance. An employee may also authorize the Union Representative to review the personnel file. Any request to review a personnel file shall be made in writing to the City in advance and review of the file shall be made at any reasonable time in the presence of the City's designated representative. Personnel files shall not be made available for review by anyone except as provided by law.
- B. Copies of nonconfidential materials in an employee's personnel file shall be provided the employee upon written request. The employee shall bear the cost of duplication.
- C. Preemployment information such as reference checks, or information provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection or copying.
- D. All items with regard to complaints and investigations will be clearly marked with respect to final disposition.
- E. Records of disciplinary action shall be removed from the employee's personnel file in accordance with the following: (A) Records of reprimands shall be removed from the record after one (1) year from the date of such reprimand, provided there has been no intervening disciplinary action of a like or similar nature taken against the employee during said one (1) year period; (B) Records of suspension shall be removed from the record, after two (2) years from the date of such suspension provided there has been no intervening disciplinary action of a like or similar nature taken against the employee during said two (2) year period.

No such discipline removed from the employee's personnel file shall be used to support further discipline of a progressive nature but shall be retained to record the facts of the prior discipline and to support "last straw" discharge determinations.

Section 9.7. This article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect of criminal investigation he shall be afforded the same constitutional rights to which any other individual is entitled.

Section 9.8. In lieu of disciplinary action, an employee may receive a counseling statement directed to correct a work deficiency or to improve work performance. Counseling is not disciplinary action. Records of a counseling shall not be retained in the employee's personnel file for more than one (1) year from the date of issuance.

Reprimands may be appealed to Steps 1 through 2 of the grievance procedure only. No such grievances may be appealed to arbitration.

Section 9.9. Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in predisciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed and advised of their rights before any questioning.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have an OPBA representative or OPBA attorney present to advise him during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. Preliminary investigations and predisciplinary conferences may be tape recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee. The employee may also record the hearing.
- E. The employee, OPBA Counsel, or the OPBA shall be provided opportunity to inspect all written statements that pertain to the investigation at the time the employee is charged. All other materials that pertain to the investigation, e.g. video or audio recordings, shall be made available for inspection and/or review by the employee, OPBA Counsel, or the OPBA upon request, during regular business hours.
- F. When a single anonymous complaint is made against an employee, the Chief of Police may provide advice and discuss the complaint with the employee. In the event there is corroborative evidence, the accused employee shall be required to make a report or

statement and may be the subject of disciplinary action. If, in any event of a grievance from discipline, the employer relies upon the previously anonymous complaint, the employee's due process right of confrontation and cross examination of the complaint will be protected.

**ARTICLE 10  
DRUG AND ALCOHOL TESTING**

Section 10.1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; or (3) randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 10.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 10.3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 10.4.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcp, amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS

3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	300 ng/ml
7. Oxycodone	100 ng/ml	100 ng/ml
8. Opiates	300 ng/ml	2000 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	300 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

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

Section 10.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory utilized by the Employer using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 10.6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification

program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 10.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 10.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the OPBA shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 10.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 10.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 10.10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 10.11. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

Section 10.12. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 10.13. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

Section 10.14. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

## ARTICLE 11 LABOR-MANAGEMENT COMMITTEE

Section 11.1. In the interest of sound labor-management relations, the Union and the City shall meet at agreed-upon dates and times for the purpose of discussing those matters outlined in Section 2 below. The Labor-Management Committee shall be comprised of three representatives of the City and three representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.

Section 11.2. Either party may request a Labor-Management Committee meeting. At a reasonable time in advance of a Labor-Management Committee meeting the parties shall exchange agenda, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- A. Administration of this Agreement;
- B. Changes made by the City, which might affect wages, hours, terms or conditions of employment of bargaining unit members;
- C. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
- D. General information of interest to the parties;
- E. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
- F. Ways to improve efficiency and work performance; and
- G. Training matters.

Section 11.3. To the extent possible Labor Management Meetings shall be scheduled outside the regularly scheduled hours or work of the participating employees. Employee representatives attending Labor-Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' regularly scheduled hours of work.

Section 11.4. Written responses to items discussed at Labor-Management Committee meetings, promised by City or Union representatives, shall be submitted to the other party's representatives who attend such meetings within ten (10) calendar days after any such meeting, unless the parties mutually agree to a time extension.

## ARTICLE 12 WORK RULES

Section 12.1. The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 12.2. It is the Employer's intention that work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances. Work rules adopted by the Employer that violate the express terms of this Agreement shall be appealable through the grievance procedure contained elsewhere herein.

Section 12.3. The posting of work rules in the Employer's read and sign book shall constitute notice to all employees. The Employer shall also give notice of new work rules and work rules changes to the OPBA not later than thirty (30) days prior to the effective date and time thereof. Sergeants' directives and expectations shall not constitute work rules which consist solely of general departmental work rules.

Section 12.4. Each newly hired employee covered by this Agreement will be informed of the posting of the Employer's work rules and the means of accessing same.

### **ARTICLE 13 PROBATIONARY PERIOD**

Section 13.1. Every newly promoted employee will be required to successfully complete a probationary period. The probationary period for sergeants shall begin on the first day for which the employee receives compensation from the Employer as a sergeant and shall continue for a period of six (6) months. A newly promoted employee who does not exhibit satisfactory performance may be returned to the employee's former position any time during the probationary period with no loss of seniority. An employee who is demoted may challenge the probationary demotion through the grievance procedure.

### **ARTICLE 14 SENIORITY**

Section 14.1. Seniority is defined as the length of time an employee has been continuously employed as a police officer since the date of the employee's last employment by the Employer. The Employer shall have available lists indicating the "seniority" of current employees. Seniority in rank and grade is defined as the length of time the employee has been continuously employed in the relevant rank and grade since promotion to that rank. In the event multiple employees have the same promotion date in rank and grade, the length of time an employee has been continuously employed as a police officer for the City of Waterville Police Department shall serve as a tie breaker. The employee with the greater length of overall continuous service for the City of Waterville Police Department shall have greater seniority in these cases. Seniority in rank and grade shall be determinative in overtime shift bidding among Sergeants.

Section 14.2. An employee who is transferred or promoted out of the bargaining unit shall be permitted to return to the sergeant bargaining unit or rank. In the event this occurs, the employee's sergeant seniority in rank and grade shall resume from the point at which the employee promoted or transferred out of the sergeant bargaining unit. Seniority with the City of

Waterville Police Department shall continue to accumulate regardless of the length of time an employee performs work outside the bargaining unit.

Section 14.3. 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 14.4. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 14.5. The Employer shall maintain a seniority list showing the seniority of each bargaining unit employee which list will be revised whenever there is a change in employment affecting it. One copy of the seniority list shall be furnished to the OPBA upon request.

Section 14.6. "Loss of seniority". The seniority of an employee shall be considered broken and the employment of the employee shall be terminated for the following reasons:

- a. The employee resigns;
- b. The employee retires;
- c. The employee is deceased
- d. The employee is discharged for just cause (if successfully appealed, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement)
- e. A lay off of duration longer than twenty-four (24) months;
- f. Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances (e.g.: illness, injury, or disability)
- g. Failure to return to work at the expiration of a leave of absence, unless, for good and sufficient reason, the employee requests and is granted an extension of the leave at least five (5) work days before the scheduled date of return from the existing leave of absence.

## **ARTICLE 15 BULLETIN BOARDS**

Section 15.1. The OPBA will be allowed one bulletin board for official Union notices. The bulletin board will be located in a mutually agreed upon location for use by the OPBA.

Section 15.2. OPBA notices relating to Union matters shall include, but not be specifically limited to, the following items, which may be posted without the necessity of receiving the Employer's prior approval:

- (a) Union recreational and social affairs;
- (b) Notice of meetings;
- (c) Union appointments;
- (d) Notice of Union elections;
- (e) Results of Union elections;
- (f) Non-political Union reports and decisions.

All other notices or materials not covered above must receive prior approval of the Chief or his designee. It is also understood that no other postings on the OPBA bulletin board shall be permitted at any time, which contains the following:

- (a) Personal attacks upon any other member or any other employee;
- (b) Scandalous, scurrilous, or derogatory materials of any kind;
- (c) Attacks on any employee organization, regardless of whether the organization has local membership;
- (d) Comments regarding the administration and/or a candidate for public office.

Section 15.3. Any posted material found in violation of Section 2 above will be removed when brought to the attention of the OPBA representative.

## ARTICLE 16 LAYOFF AND RECALL

Section 16.1. When the Employer determines that a long-term layoff is necessary due to a lack of work or lack of funds or job abolishment is necessary due to the reorganization for the efficient operation of the appointing authority, for reasons of economy or for lack of work, each of the affected employees shall be notified fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified five (5) days in advance of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, except in an emergency. 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 16.2. The Employer shall determine when layoffs will occur in accordance with Section 12.1, and employees will be laid off in the inverse order of seniority.

Section 16.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are current on all certifications and training hours relevant to the available work at the time of recall. The Employer shall notify laid off employees of legal updates and training sessions.

Section 16.4. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.5. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is specified in the notice.

Section 16.6. In the event that an employee or the Union should choose to challenge/appeal a long-term layoff or job abolishment under this Article, any such appeal or challenge shall be limited to the grievance procedure under Article 6 of this Agreement.

## **ARTICLE 17 JOB ASSIGNMENT POSTING AND PROMOTIONS**

Section 17.1. When a job assignment not requiring a promotional exam becomes vacant, or a new position is created, such assignment will be posted for a period of twenty-one (21) calendar days.

Section 17.2. During such posting period, bargaining unit employees wishing to apply for such assignment, shall do so by submitting a written application on a form provided by the Employer and such application form will be submitted to the Employer. The Employer shall not be obligated to consider any such application after the expiration of the posting period.

Section 17.3. The Employer will consider the following criteria in selection of the successful applicant: experience, ability to perform the essential functions of the position, records of attendance and discipline, other job related qualifications, and performance evaluations.

Section 17.4. All decisions regarding the hiring and promotion of employees in the bargaining unit shall be governed by Section 7.04 of the Charter of the City of Waterville and by the current rules and regulations of the Civil Service Commission of the City of Waterville, Ohio.

Section 17.5. The Union will be notified of proposed amendments of those rules pursuant to Rule 9 thereof. Upon request by the Union, amendment affecting terms and conditions of employment of a member or members of the bargaining unit shall not become effective until it has had a reasonable opportunity to discuss such effects with the City.

Section 17.6. The parties agree to commit to the labor management committee under Article 8 of this Agreement the development of an interview element into the promotion process and a review of the minimum length of service needed for promotional eligibility. Any agreement the parties reach as to the interview element of the promotion process and the minimum length of

service for promotional eligibility shall be reduced to writing and executed as a Memorandum of Understanding to this Agreement.

## **ARTICLE 18 WORK WEEK**

Section 18.1. The work week shall commence at 12:00:01 a.m. on Saturday of each calendar week and conclude at 12:00 midnight the following Friday.

## **ARTICLE 19 HOURS OF WORK**

Section 19.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services or from establishing the work schedules of employees, except as otherwise set forth in this Agreement. This article shall not be construed as a guarantee of work per day or of work per week.

Section 19.2. The standard workweek shall consist of forty (40) hours based on five (5) eight (8) consecutive hour workdays which includes a paid break limited to ½ hour, subject to the need to respond to calls, and two (2) days off. The shifts currently in effect are: Shift A (Midnight) will be 12:00 a.m. to 8:00 a.m. Shift B (Day) will be 8:00 a.m. to 4:00 p.m. Shift C (Afternoon) will be 4:00 p.m. to 12:00 a.m. On training days outside the city, the employee will receive pay for the greater of the hours actually spent in training minus lunch and/or other breaks given throughout the training day or 8 hours, provided that only the hours actually spent in training shall count toward the employee's forty (40) hours of regularly scheduled weekly work.

Meal expenses on such training days or when otherwise engaged in City business away from the City shall be reimbursed at the applicable federal per diem rates. Employees authorized and/or requested to use their private motor vehicle on such City business shall be reimbursed at the then current rate as approved by the Internal Revenue Service. Employees will be reimbursed for other reasonable and necessary expenses, such as registration fees, tuition, personal lodging, and duty required vehicle parking, tolls, and common carrier fees.

Section 19.3. Employer reserves the right to make changes in the work schedules up to 60 calendar days when it is required by special circumstances or personnel issues.

Section 19.4. Employees covered by this Agreement will bid on their shift and day off preference between November 1 and November 30 of each year for the year starting January 1 of the following year. Employees will use their total seniority to bid their shift. Employees with the most seniority will have the first choice of available shifts or schedule. Employees will be

notified as to their shift and day-off assignments no later than 30 calendar days prior to January 1.

## ARTICLE 20 OVERTIME

Section 20.1. When an employee is required by the Employer to perform work for more than forty (40) hours in a week, as defined in Section 18.1, or eight (8) hours in a day, he shall be paid overtime pay for such time over forty (40) hours in a week or eight (8) hours in a day at one and one-half (1.5) times his regular hourly rate of pay. A day will consist of twenty-four (24) hours beginning when the employee starts to work on that day.

There shall be no pyramiding of overtime and/or premium compensation nor shall compensation be paid more than once for the same hours under any provision of this Article or agreement.

### Section 20.2.

- A. The Chief of Police may assign additional, unscheduled hours of work depending on the needs of the department.
- B. Officers will not work more than sixteen (16) consecutive hours without the permission of the Lieutenant and/or the Chief of Police.
- C. Unscheduled hours will be made available to all non-probationary officers by seniority.

All unscheduled hours will be recorded in a book thereof from January 1<sup>st</sup> through December 31<sup>st</sup>.

Every New Year on January 1<sup>st</sup> a new list will be initiated with all employees starting at zero hours.

- D. Any additional hours generated for shift coverage will be filled by the following procedure:
  - 1. All shift coverage hours shall be recorded in the book according to policy.
  - 2. The Officer making contact(s) to fill the hours will use and record all said hours in the Call Book.
  - 3. The Officer with the lowest total hours will be contacted first. Officers with the same low total hours will be contacted by seniority and in that order until the time is filled.

4. If all the available Officers have been contacted and the additional hour(s) are not filled, the Officer with the least seniority will be forced to work. (see Forced Time Section). The shift Command Officer/Senior Officer will be required to work over until the additional hours are filled.
  5. The Officer making the contact(s) to fill the time will allow fifteen (15) minutes for the Officer to return their call before considering the contact as a no response. If the contact is by telephone, both phone numbers listed on the Contact Page will be called.
  6. Officers will not be contacted for an additional shift if they are on a Vacation Day, Compensatory Day, Sick Day or other Assigned Duty.
- E. An Officer's scheduled day off in conjunction with vacation day(s) will be considered a vacation day and are not subject to calls. The Officer will be marked in the call out book as on vacation.
- F. Any normal day off during sick leave with proper approved time off form completed will be considered a sick day and not subject to call.

Any Officer who is using scheduled days off with **preapproved** sick leave will notify the Scheduling Officer that the scheduled days off are to be considered sick days off and not subject to call.

- G. The filling of advanced notice additional time will be the Scheduling Officer responsibility.
- Advanced notice time will be filled by the Scheduling Officer. Advanced notice time will be filled in shift order from "A" midnight shift, "B" day shift and "C" afternoon shift on that day of the week.
- H. Written notice will be made using the absence request and report form. The form will be time/date stamped at the time of issuance. The Officer will complete the form and return it to the Scheduling Officer.

Written notice will be made using the absence request and report form when the time has been cancelled.

1. The Book will contain a list with current phone numbers for each Officer.
2. Officers are responsible to make sure their phone number(s) are current.
3. The Officer accepting additional time will be held accountable for the additional hours.

4. The Officer may give the hours to another Officer at their discretion.
5. The Officer originally accepting the hour(s) will be charged the hours.
6. The Scheduling Officer will be notified of the change.
7. Any cancelled hour(s) will be credited to the Officer who accepted those hour(s).
8. This credit will be recorded on the List page in the next available total column.
9. The new total hour(s) will reflect the credited hours.
10. Call-ins due to emergencies, training, investigations and specialized patrol such as bicycle will be at the discretion of the Shift Sergeant, Lieutenant and/or the Chief of Police. Any of these calls will not be recorded in the Book.
11. Forced hold-overs or call-ins will occur after the above procedure is completed and the time is unfilled.

- a. The least Senior Officer to be contacted will then be required to work the unfilled hour(s).

That Officer **will not** be assessed the hours worked in the Book.

- b. Officers that have already worked sixteen (16) hours consecutively will not be forced to work the additional time.
- c. The Shift Command Officer/Senior Officer will be responsible to hold over until the shift is filled and the responding Officer is on station.

Only under extenuating circumstances will the Shift Command Officer/Senior Officer not be the one holding over and the other Duty Officer will hold over.

The Officer holding over **will not** be assessed the hour(s) in the Book.

Extenuating Circumstances will be stated on the Officers daily activity log.

Section 20.3. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed two (2) hours work or pay upon arrival at the straight time or overtime rate, whichever is appropriate in accordance with Section 20.1. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided above.

Section 20.4. A bargaining unit employee who, in his capacity as police officer, is required to report for court duty outside of his regular scheduled shift, shall be paid a minimum of two (2) hours pay at the straight time or overtime rate, whichever is appropriate in accordance with Section 20.1. The two (2) hour minimum will not apply when the court time overlaps or runs contiguous to the employee's regular scheduled shift hours.

Section 20.5. For the purposes of determining an employee's eligibility for overtime, all hours in active pay status by the employee will be included. "Active pay status" includes actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacations, compensatory time off, and holidays.

Section 20.6. Employees may elect to use compensatory time in lieu of pay for overtime hours worked. The election shall be in writing and must be made immediately following the end of the work week in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1 ½) hours of compensatory time. An employee shall be able to accrue a maximum of sixty (60) hours of compensatory time. When an employee is at the maximum accumulation limit for compensatory time all overtime worked shall be paid. Compensatory time shall be granted at a time convenient to the employee and the Employer, which does not create additional overtime unless otherwise approved by the Employer. The employee must submit a written request for compensatory time off and receive approval from the Employer prior to taking compensatory time off. Such request shall not be unreasonably denied. In the event the prohibition of allowing compensatory time to be used if overtime would have to be paid to an employee is determined to be unenforceable by a court of competent jurisdiction in a suit brought by the Union, the parties will re-open this Agreement with respect to compensatory time only. Prior requests for vacation time will take priority over requests to use compensatory time off at the same time. Increases from current staffing levels shall proportionately increase the number of employees who may be permitted to utilize vacation and/or compensatory time off. The Chief or his designee(s) shall grant or deny the employee's request for compensatory time off with five (5) days of its submission to the appropriate command officer.

Compensatory time off may be used in increments of not less than one (1) hour. Pay for accrued compensatory time shall be at the regular rate of the employee at the time payment is made. Any employee shall be permitted to cash in accumulated compensatory time at a maximum of fifteen (15) hours at a time. Employees shall be permitted to cash in accumulated compensatory time on a quarterly basis by submitting their requests at least one week prior to the first pay period in March, June, September and December with the compensatory time paid out by separate check during the first pay period in each respective month listed herein.

Except for emergencies, the City will not force in an employee to cover a shift during the work day in which that employee is taking compensatory time off.

## ARTICLE 21 SECONDARY EMPLOYMENT

Section 21.1. Time Conflicts: Full-time employment with the City of Waterville shall be considered an employee's primary occupation and take precedence over all other occupations. Full-time employees shall not have other employment which presents a "time conflict." A time conflict for purposes of this section exists when the working hours of a secondary job directly conflict with an employee's scheduled working hours, mandatory overtime obligations, or when the demands of a secondary job prohibit an employee from receiving adequate rest or otherwise affect the employee's job performance.

Section 21.2. Interest Conflicts: No employee, regardless of employment status, shall have other employment which presents a conflict of interest with the employee's position with the Employer. A conflict of interest exists when an employee engages in any secondary employment which compromises or may appear to compromise the employee's judgment, actions or job performance or conflicts with the policies, objectives and operations of the Employer.

Section 21.3. Uniforms and Equipment: Employees shall not use Employer-owned uniforms or equipment while performing secondary job duties unless authorized by the Chief of Police.

Section 21.4. Employees shall submit information in writing to the Chief of Police regarding secondary employment that an employee intends to seek. The Chief of Police will consult with the Municipal Administrator and employee to determine whether the secondary employment presents a conflict. The employee bears the burden of demonstrating the secondary employment does not present a conflict.

Section 21.5. If the Employer determines an employee's secondary employment presents a conflict, the Employer may order the employee to terminate the secondary employment. Failure to comply with such order may result in disciplinary action.

## ARTICLE 22 SICK LEAVE

Section 22.1. Accrual: All full-time employees, shall be entitled to 4.6 hours of sick leave for each eighty (80) hours of work at regular rates of pay not to exceed fifteen (15) days per year. Employees may accrue sick leave without limit.

Section 22.2. Credit for Prior Service: Employees who previously separated from the Employer or from the state, a county, municipality, board of education, library, civil service, City or other political subdivision of this state may transfer their unused balance of accumulated sick leave provided the time between separation does not exceed ten (10) years and no portion of the unused balance was previously converted to cash. Employees are responsible for requesting that the Employer credit such previously accrued sick leave.

Section 22.3. Usage: Upon approval of the Chief of Police, sick leave may be used for the following reasons:

- a. Illness, injury, pregnancy or childbirth related conditions of the employee or of a member of the employee's immediate family when the employee is the primary care giver and his/her presence is reasonably necessary;
- b. Exposure of the employee or a member of the employee's immediate family to a contagious disease which would potentially jeopardize the health of the employee or the health of others;
- c. Death of a member of the employee's immediate family as defined in this Chapter;  
or
- d. Medical, dental, psychological, or optical examinations or treatment of employee by a licensed practitioner, or of a member of the employee's immediate family when the employee's attendance is reasonably necessary and when such examination or treatment cannot be scheduled during non-work hours.

Section 22.4. Immediate Family: For purposes of this policy, "immediate family" is defined as the employee's: spouse, parents, children or step children.

Section 22.5. Charging Sick Leave: Employees absent on approved sick leave shall be paid at their applicable hourly or salaried rate. Sick leave payment shall not exceed the employee's normal straight time daily or weekly earnings. Sick leave may be used in segments of not less than one (1) hour.

Section 22.7. Sick Leave Donation: Employees who have an extended illness, who are without any accrued leave, may receive a sick leave donation from other City employees. Sick leave donations may only be granted upon approval of the Municipal Administrator. Once sick leave has been donated, under no circumstance shall the donor be re-allocated sick leave not taken by the employee. Eligible and approved employees may be permitted to donate sick leave at a frequency consistent with the City's policy to an employee approved thereunder.

#### Section 22.8. PROCEDURE

A. Absent employees must notify the Chief of Police or designee of the employee's absence and reason therefor at least one (1) hour or as soon as possible before the start of his or her work shift each day he or she is to be absent.

Failure to provide such notice, as described above, may result in a denial of sick leave payment during the absence. In the case of a condition exceeding three (3) consecutive scheduled workdays, a physician's statement specifying the employee's inability to report to work and the probable date of recovery may be required.

B. Upon return to work from sick leave, all employees shall prepare and submit a request for sick leave payment on the Request for Leave Form.

C. If an employee sought medical treatment for an illness or injury, if an employee's illness or injury extends for three (3) or more consecutive workdays, or in cases of a pattern of sick leave usage, the department head may require a Medical Practitioner's Statement stating the date and nature of the illness or injury and when the employee is able to return to work and perform the duties of the position.

D. If the employee is unable to return to work and perform the duties of the position on the date the physician expected (as contained in the Medical Practitioner's Statement), the Chief of Police shall require another Medical Practitioner's Statement.

E. The Chief of Police shall review the completed Request for Leave Form and the circumstances surrounding the absence and approve or deny the sick leave request. Such request shall not be considered approved until authorized in writing by the Chief of Police and the Municipal Administrator.

F. The Chief of Police shall inform any employee whose sick leave request is denied and the reasons therefor, and thereafter take the necessary disciplinary action.

G. Written Statement for Approval: The employee is required to provide the Chief of Police a written statement justifying the use of sick leave (Request for Leave Form). If medical attention is required by the employee or member of the employee's immediate family, a physician's certificate is required. The Employer maintains the right to investigate the circumstances surrounding an employee's request for sick leave. Any employee who has established a pattern of sick leave use or who has used excessive amounts of sick leave, may be required to submit a physician's statement for any period of absence. A request for sick leave may or will be denied if:

1. The employee fails to comply with the procedure for proper sick leave usage; or
2. The employee fails to present a required physician's certificate and a properly completed request form by 8:00 a.m. on the Monday following the end of the two (2) week pay period in which the sick leave was used.
3. An investigation of a sick leave request discloses facts inconsistent with the proper use of sick leave, such as a pattern of using sick leave before or after regular days off, falsification of sick leave records including a physician's statement/certificate, actions inconsistent with the reason(s) for which the sick leave was requested, or other evidence of intent to defraud.

4. Employees are not eligible for sick leave while working another job or participating in any recreational activities, if the activities are social activities and/or are inconsistent with the reason the employee is absent from work.

These circumstances shall be grounds for disciplinary action which may include dismissal.

Section 22.9. Upon retirement, an employee shall receive payment of accrued but unused sick leave for active service with the City if the employee has at least ten (10) or more years of service as a public employee. Such payment shall be made only once to any employee. The amount of the payment shall be all of the accrued but unused sick leave, up to a maximum of nine hundred sixty (960) hours of sick leave accrued for those employed with the City as of August 8, 1983. Employees employed with the City after August 8, 1983 shall be eligible to be paid an amount equal to one-fourth (1/4) of the employee's accumulated but unused sick leave, up to a maximum payment of two hundred forty (240) hours.

Payment shall be based on the employee's rate of pay at the time of retirement.

Payment under this section shall eliminate all sick leave credit accrued by the employee at the time of payment.

Payment of accrued but unused sick leave will be made to the estate of a deceased employee. The amount of the payment shall be one-fourth (1/4) of the employee's accrued but unused sick leave up to a maximum payment as established above. Such payment shall be made in compliance with O.R.C. Section 2113.04.

Employees eligible to receive payment hereunder upon retirement from active service under OPERS or OPFDPF shall contact the Director of Finance or designee.

Section 22.10 Family Medical Leave. Employees who qualify shall also be provided with Family Medical Leave, subject to the terms contained in Appendix B.

## **ARTICLE 23 BEREAVEMENT**

Section 23.1 Eligibility: All employees may, upon approval of the Employer, use up to a maximum of three (3) days of paid bereavement leave in the event of the death of an immediate family member as defined below. The employee may request additional time off as sick leave subject to the approval of the Chief of Police or Municipal Administrator. If the death requires the employee to travel more than 200 miles from the employee's residence, the employer, at the request of the employee will permit up to two (2) additional days of leave charged to accumulated unused sick leave, accrued vacation or accumulated and unused compensatory time off as selected by the employee.

Section 23.2. All employees may, upon approval of the Employer, use up to a maximum of one (1) day of paid bereavement leave in the event of the death of a person other than an immediate family member as defined below. The employee may request additional time-off as vacation subject to the approval of the Chief of Police or Municipal Administrator.

Section 23.3. Immediate Family: For purposes of this policy, "immediate family" is defined as the employee's: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent.

Section 23.4. Accrued vacation leave or accumulated unused compensatory time may also be used to attend the funeral of someone other than the employee's immediate family.

Notification: See Section 22.8, regarding notification of absence. These same notification procedures shall be applicable to funeral leave.

An employee requesting funeral leave must complete a Request for Leave Form and submit the request to the Chief of Police. Such request shall not be considered approved until authorized in writing by the Chief of Police or the Municipal Administrator.

## ARTICLE 24 COURT LEAVE

Section 24.1. Eligibility: All employees shall be entitled to leave when subpoenaed to appear before court or summoned for jury duty by the United States, the State of Ohio, or any political subdivision during regular working hours, unless such court appearance is in connection with the employee's personal business (e.g., criminal or civil cases, traffic court, divorce proceedings, etc.). If the employee is a party to the action, the employee may be granted vacation leave, compensatory time, or leave of absence without pay for a court appearance. This section shall not apply to employees who appear in court on behalf of the City as part of their employment, as such appearances are compensated as hours worked.

Section 24.2. Payment: Employees eligible for court leave, during any portion of their regularly scheduled working day, may choose to be compensated in one (1) of the following ways:

- a. Employees may choose to receive their regular salary or wage in full for such time from the City and all compensation for court services shall then be turned over to the Employer in full.
- b. Employees may choose to retain all monies received as compensation for court service and waive their regular salary or wage. The employee may request a day of vacation or an unpaid leave of absence for such time.

Section 24.3. Non-Work Time: If an employee is called for jury duty or subpoenaed to testify in a court of law, outside of the employee's regularly scheduled working hours, all compensation for such court service shall be retained by the employee.

Section 24.4. Work Attendance: Employees on court leave shall report for work before or following such leave if one (1) or more hours remain in the employee's scheduled workday, unless the employee has chosen to take a preapproved leave of absence.

Section 24.5. Employees called for jury duty or to testify in a court of law shall complete a Request for Leave Form and attach a photostatic copy of the subpoena. The form shall be submitted to the Chief of Police. Such request shall not be considered approved until authorized in writing by the Chief of Police or the Municipal Administrator.

## **ARTICLE 25 MILITARY LEAVE**

Section 25.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, the reserve components of the Armed Forces of the United States, or the Federal Emergency Management Agency, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is 176 hours. The employee shall remit to the Employer of all compensation, allowances, and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status.

Section 25.2. The Employer shall grant a leave of absence, without pay or contractual benefits, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

Section 25.3. If the employee's rights pursuant to Ohio Revised Code Section 5923.05 exceed the benefits provided in Sections 25.1 and 25.2 the benefits provided by the statute shall be provided.

## **ARTICLE 26 INJURY/TRAUMA LEAVE**

Section 26.1. Any employee who is injured while working within the scope of his employment, and who is temporarily totally disabled (TTD) by such injury, shall receive his usual and normal salary and compensation during such period. Work related injury for purposes of this Article shall be defined as any injury or occupational disease compensable under the Workers'

Compensation laws of the State of Ohio. On a disputed issue of injury leave, the decision of the industrial Commission on the employee's Workers' Compensation claim will be determinative. An injured employee who is unable to work due to a work-related injury will be placed on Sick Leave pending the allowance of the claim by the Ohio BWC. If the claim is allowed, the Sick Leave used will be converted to Injury Leave. If the employee is unable to work for more than seven (7) days, the employee will be paid Injury Leave if the BWC determines that he is TTD. An employee whose claim is not allowed or is not determined to be eligible for TTD by the BWC will be eligible for Sick Leave in accordance with that Article or other applicable leave. Employees will not receive TTD benefits from the BWC as long as the City is paying the employee's usual and normal salary (BWC wage continuation).

Section 26.2. In the event the disability is found to be permanent, the employee shall avail herself/himself to the benefits provided by the State Worker's Compensation Law and the Police and Fire Disability Pension Fund.

Section 26.3. Any time an officer, while on the job and in the actual performance of his or her official duties on behalf of the Employer, is required to use deadly force resulting in the death or permanent disfigurement or disability to another person, said officer shall receive any necessary time off to relieve any stress which may have resulted from the use of such force. The appropriateness and duration of such time off must be approved by the Chief of Police or the City Administrator. Such time off shall be applied in the following manner:

1. First three (3) days and every other (odd numbered) day thereafter with pay.
2. Day four (4) and every other (even numbered) day thereafter credited from sick leave, vacation leave or personal days, or may be treated as disability leave, should these other alternatives be exhausted.

In no event shall such Trauma Leave exceed thirty (30) days in duration. Any additional leave needed by the officer may be taken using accumulated sick leave, vacation leave or accumulated but unused compensatory time off, or may be treated as disability leave, should these other alternatives be exhausted.

## **ARTICLE 27 UNIFORMS, TOOLS, SUPPLIES AND EQUIPMENT**

Section 27.1. The Police Chief shall determine the appropriate uniform and equipment to be worn by the bargaining unit employees, and employees shall be required to be in proper uniform upon reporting for duty. Bargaining unit members shall be allotted an allowance of \$700.00 per year for the purchase of items covered under this article. Uniform items shall be replaced on an as-needed basis subject to approval of the Chief of Police. Any articles lost or damaged through gross negligence of the employee shall be replaced at the employee's expense.

Section 27.2. The Employer provides certain tools, supplies, vehicles, and equipment including

bullet resistant vests, which are not charged to the employee uniform allowance to employees for the performance of job duties. All employees are responsible for using and maintaining such assets in a safe and proper manner.

The Employer shall provide for a new bullet resistant vest if the vest is no longer serviceable or (for officers who consistently wear them on road duty) when the manufacturer's warranty expires, whichever occurs first.

Section 27.3. Loss, misuse, neglect, abuse, or theft of Employer assets is strictly prohibited, and may result in discipline and/or demand for payment to the Employer for the cost to replace or repair such asset(s).

Section 27.4. Use of Employer assets for other than work purposes is subject to prior approval of the Municipal Administrator.

Section 27.5. Presence on, or use of, Employer facilities (e.g., garage, office, etc.) during non-work hours by employees is prohibited, unless authorized by the Municipal Administrator.

## **ARTICLE 28 HOLIDAYS**

Section 28.1 Eligibility: Full-time employees are entitled to receive their regular rate of pay for the holidays listed herein. All other employees who do not qualify as full-time permanent employees shall not receive pay for the holidays defined herein.

Section 28.2 Holidays: All eligible employees are entitled to the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Presidents' Day
- d. Good Friday [four (4) hours]
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Veterans' Day
- i. Thanksgiving Day

- j. Friday following Thanksgiving
- k. Christmas Eve [four (4) hours]
- l. Christmas Day

Section 28.3. The date of the recognized holiday will be the date for the holiday pay.

Section 28.4. An employee who is not scheduled to work on an authorized holiday shall receive a regular day's pay for the holiday provided:

- a. the employee has worked the last scheduled working day before and the first scheduled working day after the holiday; or
- b. the employee was on injury leave or another approved absence on the last scheduled working day before and/or the first scheduled working day after the holiday.

Section 28.5. An employee who is scheduled to work on one of the authorized holidays shall be paid for work performed at one and one-half (1.5) the employee's straight time hourly rate for all hours worked plus holiday pay.

## **ARTICLE 29 VACATIONS**

Section 29.1 Accrual: Full-time employees accrue paid vacation leave according to the following schedule:

- a. During the first year of full-time service through the end of seven (7) years of full-time service completed: 0.0388 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 80 hours (10 days vacation, 2 weeks).
- b. At the beginning of eight (8) years of full-time service through the end of 14 years of full-time service completed: 0.0575 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 120 hours (15 days vacation, 3 weeks).
- c. At the beginning of 15 years of full-time service through the end of 21 years of full-time service: 0.0775 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 160 hours (20 days vacation, 4 weeks).

- d. At the beginning of 22 years of full-time service: 0.0962 hours of paid vacation leave earned for each hour in active pay status. Maximum accumulation per year = 200 hours (25 days vacation, 5 weeks).

Vacation leave is credited each biweekly pay period for all hours in active pay status, except overtime hours worked, which hours shall not be counted for vacation accrual purposes. Vacation is not earned while an employee is in non-paid status (i.e., leave of absences without pay, disciplinary suspensions, etc). Vacation accruals are based on the employee's number of years of full-time service with the employer and any state or political subdivision in the State of Ohio.

Section 29.2. Scheduling and Approval: Vacation scheduling is subject to the approval of the Chief of Police and is based on the operational needs of the departments. Each department head shall be responsible for establishing an annual vacation schedule for department employees. Written approval for vacation leave must be obtained from the Chief of Police prior to the beginning of the leave period.

Vacation leave is to be taken in minimum units of one-quarter (1/4) hour and must be requested on the Absence Request and Report Form.

The Chief of Police or designee may either approve or disapprove the request. An attempt will then be made to reschedule the employee's vacation at a time mutually agreeable to both the employee and the department head. The date of employment shall be the basis for determining vacation preference.

Section 29.3. All vacation leave must be taken during the anniversary year following the anniversary year in which it was accrued, except an employee may carry over up to 40 hours of accumulated vacation leave into the next anniversary year. Effective December 31, 2008, all excess leave was eliminated from the employee's leave balance.

An employee who has more than ten (10) years of service and who accrues more than 80 hours vacation leave may elect to request pay once per anniversary year for all leave accrued over 80 hours. Approval of the request shall be at the discretion of the Municipal Administrator. Eighty hours shall be the maximum pay out per anniversary year.

Section 29.4. Vacation requests will be scheduled with the approval of the Employer in accordance with operating requirements.

## ARTICLE 30 LEAVES OF ABSENCE WITHOUT PAY

Section 30.1 Eligibility: Any employee must request a leave of absence without pay in writing. Approval of such request is solely at the discretion of the Employer and each request will be determined on its own merits. A leave of absence without pay for personal reasons shall not

exceed six (6) months.

Section 30.2 Return from Leave: Upon returning from an approved leave of absence, the employee shall be placed in the employee's original position, or similar position in the same classification should the employee's original position be unavailable.

Section 30.3 Failure to Return: Failure to return to work upon the expiration of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective as of the scheduled expiration of the authorized leave.

Section 30.4 Effect on Employment: Sick leave, annual leave and other paid leave are not earned by employees while on an authorized leave of absence without pay. A leave of absence without pay shall not be considered a break in service for seniority purposes.

Section 30.5 Cancellation of Leave: If the Employer determines that an employee is not using a leave of absence for the requested purpose, the leave may be canceled and the employee may be directed to return to work with a written notice to the employee. The employee may also be subject to discipline in such case.

Section 30.6 Absent without Leave: Any employee absent from work without obtaining advance approval for either paid leave or leave without pay, shall be considered absent without leave (AWOL) and subject to appropriate discipline.

Section 30.7 All leaves of absence are to be submitted on the Request for Leave Form with supporting documentation indicating the need and specific reason for the leave of absence. The Employer may require a physician's statement from any employee requesting a leave of absence due to a temporary disability or other condition verified by the physician's statement, prior to authorizing a leave without pay.

## ARTICLE 31 GROUP INSURANCE

Section 31.1. Eligibility: All full-time employees are eligible to participate in the Employer's health insurance program. The Employer's insurance carrier reserves the right to determine the eligibility of any employee. The Employer shall not be liable for the rejection of any employee for coverage. The Employer further reserves the exclusive right to select or change such insurance carrier, as long as it improves or maintains substantially equal coverage in doing so.

Section 31.2 Coverage: Eligible employees approved for coverage by the insurance carrier at initial appointment shall become covered immediately on entering active pay status or as soon thereafter as the City's group health insurance carrier accepts said eligible employees for coverage and said employees providing evidence of insurability.

Section 31.3 The Employer shall pay 85% of the premium for basic coverage. Employees shall pay fifteen percent (15%) of the premium for basic coverage and one-hundred percent (100%) of the cost difference between basic coverage and any other selected plan.

Section 31.4 If an employee is granted an unpaid leave of absence after exhausting all available paid leave, the City's obligation to pay any portion of insurance premium costs shall cease immediately. The employee shall become eligible for continued coverage at the employee's sole expense as provided in this Article 31.

Section 31.5 Employees desiring insurance coverage shall complete an application at initial employment or during open enrollment and shall notify the Assistant Finance Officer. Employees declining coverage shall sign a waiver of coverage at commencement of employment.

Section 31.6 The Chief of Police or designee will immediately inform the Assistant Finance Officer in writing when an employee is:

- a. Separated from service;
- b. Off work on workers' compensation; or
- c. On any other unpaid leave of absence.

Section 31.7 Employees who separate from service and/or their spouses and children may be eligible for continuation of health insurance coverage, at their own expense, as described herein. The same health insurance coverage shall continue for eligible employees/ individuals under this policy as is provided to other employees who maintain employment with the City.

Section 31.8. Employees, spouses, and dependent children who are covered under the Employer's health insurance plan shall be offered the opportunity to continue health insurance coverage according to the following schedule:

- a. An employee who is terminated (other than by discharge for gross misconduct) shall be eligible to purchase health insurance coverage for up to 18 months following the termination.
- b. An employee whose total hours worked are reduced, which reduction causes the employee to be ineligible for continued health insurance coverage, shall be eligible to purchase health insurance coverage for up to 18 months following such reduction.
- c. If a second qualifying event occurs during this 18 month period, coverage may be extended for an additional 18 months.

- d. If any beneficiary becomes disabled under the Social Security Act and provides timely notice of that status to the Employer, coverage may be extended for up to 29 months.
- e. The spouse and dependent children of an employee shall be eligible to purchase health insurance coverage for up to 36 months when the employee:
  - (1) Dies;
  - (2) Would otherwise lose coverage due to termination and/or reduction as described in the above paragraphs; or
  - (3) Becomes entitled to Medicare coverage.
- f. The spouse and/or dependent children shall be eligible to purchase health insurance coverage for up to 36 months when:
  - (1) The spouse and dependent children would lose eligibility for continued coverage due to a divorce or legal separation; or
  - (2) The dependent child would otherwise lose coverage by ceasing to satisfy the plan's coverage requirements applicable to dependent children.

Section 31.9 Full-time employees, spouses, and dependent children shall be notified of the provisions of this policy as follows:

- a. Employees shall be notified of this policy at the time they begin coverage under the Employer's health insurance plan or in the event they are either terminated or reduced.
- b. Spouses shall be notified of this policy at the time family or spouse coverage begins under the Employer's health insurance plan or in the event the employee is either terminated or reduced.
- c. Service of notification on the employee's spouse shall be deemed notice to dependent children.

Section 31.10 Each employee shall be responsible for notifying the Employer of any action which might trigger a spouse's or dependent child's eligibility for continuation of insurance coverage under this policy. Such notice shall be given by the employee to the Employer immediately upon gaining knowledge of the event, (e.g., divorce, legal separation, or loss of dependent eligibility under the Employer's plan).

Section 31.11 The Employer shall notify the individual(s) who are eligible for continued health insurance plan coverage of their rights and obligations under this policy within 14 days after the occurrence of a triggering event. The notice shall contain a final date by which the employee, spouse, or dependent child must respond to the notice.

Section 31.12 The eligible employee/individual shall notify the Employer of their decision to continue or not continue coverage within 60 days of the triggering event.

Section 31.13 As used in this Article, termination shall include any separation from employment, except those instances where an employee has been separated for acts of gross misconduct, but including layoff, resignation, voluntary/involuntary leave without pay, discharge, and any other termination which results in the employee's ineligibility for continued health insurance benefits. Employees who are separated for gross misconduct are not eligible for continuation of health insurance plan coverage.

Section 31.14 An employee, spouse, or dependent child who elects continued health insurance coverage shall only be eligible until the earliest date that any of the following occur:

- a. Coverage expires either 18, 29, or 36 months after the triggering event;
- b. The group healthcare plan is terminated by the Employer;
- c. The individual fails to timely pay the required premium;
- d. The employee becomes covered under another group healthcare plan; or
- e. The individual becomes eligible for Medicare benefits.

Section 31.15 Employee may elect to set aside their earnings on a pre-tax basis in a Flexible Spending Account (FSA) to pay qualifying medical expenses. The Employer shall meet with bargaining unit members or their designated representative in health insurance committee meetings to determine the details as to the type of FSA to be implemented, and shall execute the appropriate amendment to the Employer's plan document for health insurance no later than June 30, 2013 allowing for employee contributions to an FSA to be deducted on a pre-tax basis.

## ARTICLE 32 WAGES

Section 32.1. The hourly pay rates of employees covered by this Agreement shall be:

	<u>Starting</u>	<u>After 3 Yrs</u>	<u>After 6 Yrs</u>	<u>% between lines</u>
January 2013	\$25.236	\$25.700	\$26.739	
January 2014	\$25.993	\$26.471	\$27.541	3.00%

Section 32.2. The effective date of the January 2013 wage increase will be the first day of the first full pay period commencing on or after January 1, 2013. The effective date of the January 2014 wage increase will be the first day of the first full pay period commencing on or after January 1, 2014.

Section 32.3. Completed years in rank for movement to the next step of the pay matrix shall be determined on the first day of January and payment thereunder will commence with the first full pay period beginning in January.

### **ARTICLE 33 LONGEVITY PAY**

Section 33.1. After employees have completed five (5) years of continuous service with the City, they shall receive an annual longevity payment in the amount of \$50.00 for each year, or part thereof, of service.

Section 33.2. Eligibility and years of service shall be determined on the first day of January of each year. Payment will be made by separate check on the first payday of June of each year.

### **ARTICLE 34 PAY DAY**

Section 34.1. Bargaining unit employees shall be paid bi-weekly with the pay being due the Friday following the pay period.

Section 34.2. If any error is made in an employee's pay it shall be corrected no later than the next pay period.

Section 34.3. In the event that an error has occurred which results in overpayment to an employee, the Employer will deduct said overpayment from the next paycheck.

### **ARTICLE 35 PERFORMANCE EVALUATIONS**

Section 35.1. The employee will receive an annual performance review. The performance review will be conducted during the month of March.

Section 35.2. The Employer shall meet and review the performance evaluation with each individual employee. Should the employee disagree with their performance evaluation, they may seek consideration by submitting a request in writing to the City Administrator outlining the employee's objections to the evaluation. The City Administrator shall review the request and

shall issue a resolution on the matter. Should the employee be dissatisfied with the resolution, the employee may place a letter in his/her file noting his/her objection(s).

Section 35.3. The Employer agrees to meet with the Labor Management Committee to discuss appropriate criteria for performance evaluations. Such discussions shall be non-binding and the City's determination whether to incorporate any criterion or criteria into its performance evaluations shall not be subject to the grievance procedure or any other remedy.

### **ARTICLE 36 FIELD TRAINING OFFICER**

Section 36.1. Officers assigned to Field Training Officer assignments shall be entitled to receive one (1) additional hour of pay at their overtime rate for every day worked in said capacity.

### **ARTICLE 37 K-9 OFFICER**

Section 37.1 An employee designated as a K-9 officer shall have one day per work week designated as a training day. This day will normally be used on the Wednesday of the work week, but may be moved, at the officer's discretion, to allow for vacation use.

Section 37.2 The Employer agrees to provide a marked police unit which the employee may use to transport his canine to and from work. It is agreed that the use of this vehicle off-duty is restricted and can only be used when the officer is involved in a duty related function.

### **ARTICLE 38 SEVERABILITY**

Section 38.1. If any provision of this Agreement becomes inoperable or unenforceable by applicable law, or by operation of law, such provision shall be of no further force and effect, the remainder of the Agreement shall not be affected thereby.

Section 38.2. The parties shall meet at mutually agreeable times in an attempt to negotiate a legal and acceptable alternative to that provision found to be inoperable or unenforceable.

Section 38.3. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail.

Section 38.4 This Agreement constitutes the entire agreement between the City, the Union and all bargaining unit employees and supersedes and replaces any and all obligations and/or agreements, and practices, whether written or oral, express or implied between or concerning bargaining unit employees, the Union and/or the City. Any amendment, modification or addition

to this Agreement must be reduced to writing and duly executed by the parties to become effective.

### **ARTICLE 39 WAIVER IN CASE OF EMERGENCY**

Section 39.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Waterville, Ohio, or the Federal or State Legislature, where such as acts of God effect the safety and health of the citizens of the City of Waterville, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Employer of the Union's replies on grievances.
- B. All agreements and practices solely relating to the assignment of all employees.

Section 39.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall be proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

### **ARTICLE 40 DURATION OF AGREEMENT**

Section 40.1. This Agreement shall be effective as of its date of execution, and shall remain in full force and effect until December 31, 2014, unless otherwise extended by written agreement of the parties.

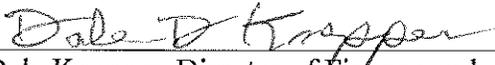
Section 40.2. If either party desires to continue, modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receipt of notice of intent unless mutually agreed otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer, the employees and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

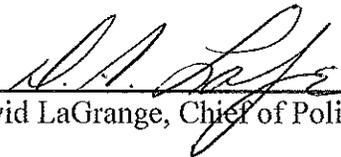
Section 40.3. By mutual agreement, any article or section of the current Agreement may be modified by both parties signing a memorandum of understanding.

SIGNATURE PAGE

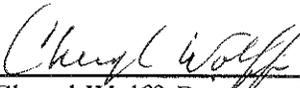
FOR THE CITY OF WATERVILLE:

  
James Bagdonas, Municipal Administrator

  
Dale Knepper, Director of Finance and Administration

  
David LaGrange, Chief of Police

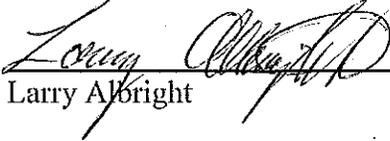
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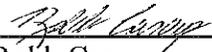
  
Cheryl Wolff, Representative

APPROVED AS TO FORM:

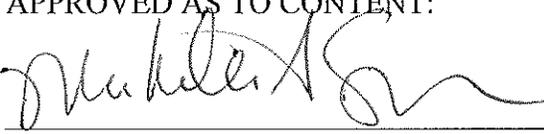
  
Philip Dombey, City Law Director

FOR OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION:

  
Larry Albright

  
Robb Canup

APPROVED AS TO CONTENT:

  
Michelle Sullivan, Representative

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES

Name \_\_\_\_\_ S.S.N. \_\_\_\_\_

Address \_\_\_\_\_

Employer \_\_\_\_\_ Position \_\_\_\_\_

Effective immediately, I hereby assign to the Ohio Patrolmen's Benevolent Association, from any wages earned or to be earned from said Employer in my present employment as a Police Sergeant, such sums as the financial officer of said Association may certify as due and owing from me as membership dues in such sums as may be established from time to time by said Association.

I authorize and direct my Employer to deduct such amounts from my pay and remit same to the financial officer of the Association at such times in such manner as may be agreed upon by the Employer and the Association at any time while this authorization is in effect.

SIGNATURE:

DATE:

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX B

### FAMILY AND MEDICAL LEAVE

Under the federal Family and Medical Leave Act of 1993 (FMLA), eligible employees are entitled to up to 12 weeks unpaid leave in a 12-month period with health insurance maintained under the same terms and conditions as if the employee were working, and with the right to return to the same, or a substantially equivalent, position. The 12-month period is a rolling 12-month period measured backward from the date the employee uses any FMLA leave.

#### Eligibility

To be eligible for FMLA leave, the employee must meet the eligibility requirements of the Act including:

- a. Having worked for the City for at least 12 months; and
- b. Having actually worked at least 1,250 hours for the City during the 12 months prior to the leave.

#### Reasons for Leave

Eligible employees may take Family and Medical Leave:

- a. For the birth of the employee's child;
- b. For the placement of a child with the employee for adoption or foster care;
- c. To care for the employee's spouse, child or parent suffering from a serious health condition;
- d. Due to the employee's own serious health condition; or
- e. To address a qualifying exigency arising out of the fact that the employee's spouse, parent, or child is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member may take a total of 26 workweeks of FMLA leave during a 12-month period to care for the service-member. The leave described in this paragraph is only available during a single 12-month period.

If the employee and the employee's spouse both work for the City, they are together entitled to only 12 weeks leave in a 12 month period to care for a newly arrived child or parent with a serious health condition.

#### Intermittent Leave

Employees may take FMLA leave on an intermittent basis or by reducing the number of hours worked if leave is taken because of the employee's serious health condition or to care for a family member with a serious health condition.

### **Concurrent Use of Other Leave**

Employees taking FMLA leave will be required to use any accumulated vacation, paid sick leave, and compensatory time balances concurrently with FMLA leave before taking unpaid FMLA leave.

Leaves of absence for an employee's own serious health condition (including pregnancy) will be granted under the provisions of the City's medical leave of absence policy, including the requirement for medical certification of the need for leave. Leaves granted to employees under that policy will count against an eligible employee's FMLA entitlement.

### **Medical Certification**

To be eligible for FMLA leave to care for a spouse, child or parent with a serious health condition, an employee must provide a certificate from the patient's health care provider setting forth the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts concerning the condition, a statement that the employee is needed to care for the spouse, child or parent or child, and an estimate of the time required. Copies of the certification form are available from the Municipal Administrator. If intermittent leave is medically necessary, the certificate will also show the dates and duration of the treatment to be given.

The City may require a second opinion from an examining health care provider of its own choosing if it has reason to doubt the validity of a medical certification. If the opinions of the health care provider who issued the certificate and the health care provider selected by the City conflict, the City and employee will select a third examining health care provider whose opinion will be binding upon the City and the employee. The employee and members of the employee's family must give timely cooperation with the City's examining health care provider and the third examining health care provider. The City will pay for examinations by the City's health care provider and any third health care provider. The employee must provide recertification of the need for continued leave every 30 days.

### **Notice**

An employee must give 30 days advance notice of a request for leave for birth, adoption or placement of a child or for planned medical treatment for a serious health condition of the employee or a covered family member. If such advance notice is not possible due to unforeseeable circumstances, the employee must give such notice as is practicable. The employee will make every effort to schedule planned medical treatment for himself/herself, spouse, parent or child so as not to disrupt the City's operations.

### **Insurance**

Health insurance coverage will continue during an employee's FMLA leave on the same terms and conditions as if the employee were working, as long as the employee pays the employee's portion of the premium each month.

### **Return to Active Status**

Upon completion of FMLA leave for the employee's own health condition, the City may require the employee to provide a certification of fitness to return to work. After FMLA leave, most employees are entitled to return to their same job or an equivalent position with equivalent pay, benefits and other terms of employment. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an FMLA leave, however, no benefits other than health care benefits will continue to accrue during FMLA leave. The City may recover the costs of premiums paid to maintain an employee's health insurance, or other types of insurance, if the employee fails to return to work from FMLA leave.

### **Definitions**

**Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment.

**Continuing Treatment:** Treatment by a health care provider that includes 1) A period of incapacity for more than 3 consecutive calendar days that requires subsequent treatment relating to the condition on 2 or more occasions or on 1 occasion that results in a regimen of continuing treatment, 2) Incapacity due to pregnancy, including prenatal care, 3) A period of incapacity or treatment due to a chronic serious health condition that may be episodic but includes periodic visits to a health care provider and conditions over an extended period of time, 4) Any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective, and 5) Absence due to a series of treatments, for example, after surgery, accident, or for a condition that would result in an absence for at least 3 consecutive days if left untreated.

**Spouse:** As defined in accordance with applicable state law.

**Parent:** The biological parent or individual who stood in place of a parent (in loco parentis).

**Child:** A biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in the place of a parent, who, for purposes of FMLA leave taken to care for a family member with a serious health condition, is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

**Intermittent:** Leave taken in separate blocks of time due to a single qualifying reason.

**Reduced Schedule Leave:** Leave that reduces an employee's usual number of working hours per work week or work day.

**Health Care Provider:** A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices or any other person determined by the Secretary of Labor to be capable of providing health care services as further defined by law.

**Covered Active Duty:** In the case of a member of the regular Armed Forces, duty during the member's deployment to a foreign country, and in the case of a member of the Armed Forces reserves, duty during the member's deployment to a foreign country under a call or order to active duty in support of a contingency operation.

**Covered Service-Member:** A member of the Armed Forces (including members of the National Guard or Reserves) or veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in the line of duty on active duty.