



IB CASE No. 12-MED-08-0788

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K29291

AGREEMENT BETWEEN

THE CITY OF GENEVA, OHIO

and

THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

DISPATCHERS

JANUARY 1, 2013

Through

DECEMBER 31, 2015

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ARTICLE 1
PREAMBLE

Section 1. This Agreement, entered into by the City of Geneva, hereinafter referred to as the "Employer" and the Ohio Patrolman's Benevolent Association, hereinafter referred to as the "OPBA", has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised code, and,
- B. To set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as described herein.

ARTICLE 2
PURPOSE AND INTENT

Section 1. In an effort to continue the harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

1. To recognize the legitimate interests of the employees of the Employer to participate in collective bargaining in the determination of the terms and conditions of their employment,
2. To promote fair and reasonable working conditions; and,
3. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussions.

ARTICLE 3
UNION RECOGNITION

Section 1. The Employer recognizes the OPBA as the sole and exclusive representative for those employees in the Bargaining Unit. Whenever used in this Agreement, the term "Bargaining Unit" shall be defined to all employees who work as dispatchers on the Geneva Police Department.

Section 2. All positions and classifications not specifically established herein as being in the Bargaining Unit shall be excluded from the Bargaining Units.

Section 4. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement, indicating the employee's starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of any new employees hired into the Bargaining Unit.

ARTICLE 4
DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and regular monthly OPBA dues, from the wages of those full-time employees who have voluntarily signed dues deduction authorization forms permitting. No new authorization forms will be required for the employees in the Geneva Police Department for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and By-laws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

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

Section 4. Part-time employees shall remit their monthly dues to the OPBA on their own. The union shall notify the City in writing of those employees who fail to make such payments. The City will have up to ninety (90) days to remove the employee from the schedule if the dues are not paid as confirmed by the OPBA in writing.

Section 5. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of any such deductions.

Section 6. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the OPBA shall indemnify the Employer for such liabilities or damages that may arise.

ARTICLE 5
AGENCY SHOP

Section 1. All members of the Bargaining Unit as defined in Article 3 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for monthly membership in the OPBA, as a condition of employment, all in accordance with ORC 4117.09. In the event that a service fee is to be charged to a member of the Bargaining Unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in the Article 4 of this Agreement, entitled "Dues Deductions".

ARTICLE 6
ASSOCIATION REPRESENTATION

Section 1. The parties agree that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. 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 representatives must obtain approval from the officer in charge of the shift. The

Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

Section 2. Employee representatives of the OPBA shall be entitled to access to the Employer's premise for the purpose of conducting any activity or duty relating to the business or contractual obligations of the OPBA. Activity shall cease upon the reasonable demand of a supervisor.

Section 3. Members of the negotiating committee shall be allowed reasonable time to participate in collective bargaining meetings with the Employer.

Section 4. The Director and/or his designee shall be entitled to one day off, with pay on a semi-annual basis, for the purpose of attending Director's meetings. The employee shall give the Employer written notification of such meeting at least two (2) weeks in advance. Such request shall not be unreasonably denied.

Section 5. The Director and/or his designee shall be entitled to time off, without pay, for the purpose of attending OPBA sponsored annual conventions, seminars, or conferences. At least one (1) month advance notice of any such convention, seminar, or conference shall be given to the Employer.

ARTICLE 7

PROBATIONARY PERIODS

Section 1. Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first (1st) day for which the employee receives compensation from the Employer, and continues for a period of two thousand eighty (2080) hours of scheduled work. A newly hired, probationary full-time employee may be terminated during his probationary period and shall have no appeal over such removal.

Section 2. Every new part-time employee will be required to successfully complete a probationary period. The probationary period for a new part-time employees shall begin on the first (1st) day for which the employee receives compensation from the Employer, and continues for a period of two thousand eighty (2080) hour of scheduled work. A newly hired part-time employee may be terminated during his probationary period and shall have no appeal over such removal.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the Bargaining Unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The OPBA shall not be held

liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "No Strike/No Lockout" clause. In the event of a violation of the "No Strike/No Lockout" clause, the OPBA shall promptly notify all employees in writing that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lockout any employees for the duration of this Agreement.

ARTICLE 9 NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

Section 2. The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA, and the OPBA shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

Section 3. 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 10 MANAGEMENT RIGHTS

Section 1. It is agreed that the Employer reserves the customary rights, privileges or authority of Management, including but not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, 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 layoff, 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; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 11
LABOR/MANAGEMENT COMMITTEE

Section 1. In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each bi-annual basis, on a mutually agreeable day and time, two representatives of the Employer and two representatives from the OPBA shall meet to discuss issues of mutual interest.

Section 2. An agenda will be exchanged by the parties at least five (5) days in advance of the scheduled meeting. The agenda shall include the names of those members attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the OPBA of changes made by the Employer which affect bargaining unit members;
3. Discuss grievances which have not been processed beyond the final step of the Grievance procedure, when such discussions are mutually agreed to by the parties
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency; and,
6. To consider and discuss health and safety matters relating to the employees.

Section 3. It is further agreed that should special meetings be requested and agreed upon, the meetings shall be scheduled as soon as practical.

ARTICLE 12
DISCIPLINE

Section 1. No employee shall be disciplined in any way, except for just cause.

Section 2.

- A. Formal Discipline shall be defined as discharge, demotion, suspension, or written reprimands.
- B. Discipline will be applied in a corrective, progressive uniform manner, as set forth in the Employer's Rules and Regulations.
- C. 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.
- D. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined, a pre-disciplinary conference will be held to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be established by the Employer, as outlined below in sub-sections 1-3
 - 1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee at least three (3) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
 - 2. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. The employee may offer verbal or written statements from other persons pertaining to the charges, during the hearing.
 - 3. Within five (5) calendar days after the hearing, the neutral hearing administrator shall provide the employee and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.
- E. In situations where the Employer and the Employee both agree to the charges and the purposed discipline, in lieu of the above procedures, the Employee and Employer may waive the proceedings and proceed directly to discipline.
- F. The Employer may place an employee on administrative leave with pay at any time during the disciplinary process. The Employer may place an employee on administrative leave without pay if the charges would warrant termination, or are for an egregious offense, or if the employee's continued presence would unduly disrupt the operations of

the Department. In cases where the Employer exercises either administrative option the pre-disciplinary conference shall be held within three (3) days of placing the employee on administrative leave. In the event the charges are disaffirmed or the proposed discipline reversed, the employee shall be made whole.

Section 3. Following the conference, any employee receiving an order of suspension, demotion, or dismissal, may initiate an appeal of such order at Step 3 of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Section 4. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 5. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames providing that there have been no intervening disciplinary actions during that time period.

Oral and Written Reprimands	9 months
Suspensions of less than 3 days	15 months
Suspensions of 3 days through 9 days	18 months
Suspension of 10 days or more or demotions	24 months

ARTICLE 13 PERSONNEL FILES

Section 1. All employees shall have access to their own personnel file for review of documents contained in said personnel file. Employees shall have access to their individual personnel files for review in the following manner:

1. Requests for review must be made in writing to the Employer;
2. Reviews shall be conducted during normal business hours;
3. Reviews may be on employee's work time, but not to exceed 1/2 hour in duration;
4. At the employee's request, an OPBA representative may be present during said review.

Section 2. Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, termination, complaints, discipline, and investigations.

Section 3. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Geneva Police Department, except with the written consent of the employee affected.

Section 4. Nothing herein shall prevent the dissemination of impersonal statistical information.

Section 5. Should an employee dispute any of the contents of his personnel file, he may attach a written statement to the disputed item for inclusion into his file.

**ARTICLE 14
GRIEVANCE PROCEDURE**

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by an OPBA representative 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 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. ***Grievance:*** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. ***Grievant:*** The "grievant" shall be defined as any employee, group of employees within the Bargaining Unit, or the OPBA.
- c. ***Party in Interest:*** A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d. ***Days:*** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Except at Step 1, all grievances must contain the following information:

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was first discussed
4. Date grievance is being filed in writing
5. Name of the supervisor with whom grievance was discussed
6. Where grievance occurred
7. Description of incident giving rise to the grievance
8. Articles and sections of the Agreement violated
9. Resolution requested

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
- F. The existence of this Grievance Procedure, hereby established, shall not be deemed to 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 remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limits, the grievance may be advanced by the grievant to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify the Chief of the possible grievance, within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief or his designee, will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 - Chief: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the answer is not given. The Chief shall give his answer within five (5) days of the meeting.

Step 3 - City Manager: 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 Manager within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his 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 may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 15 ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternate strike method. The party moving will strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this 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 any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of suspensions of thirty (30) days or less, the arbitrator shall not have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactivity settlement to the actual date of the incident giving rise to the grievance.

Section 3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing and the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 4. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of FMCS.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of

pay for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 16
SENIORITY

Section 1. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. 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 3. Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two or more employees seniority shall prevail pursuant to any applicable provision of this Agreement.

ARTICLE 17
LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff is necessary, due to lack of funds or lack of work, including organizational changes made pursuant to Management Rights as defined in this Agreement, the Employer shall notify the affected employees in writing at least fourteen (14) calendar days in advance of the effective date of layoff.

The Employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on Bargaining Unit employees.

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

Section 3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

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

Section 7. The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

**ARTICLE 18
HOURS OF WORK**

Section 1. This article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purposes of promoting efficiency or improving service; or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees, covered by the terms of this Agreement, shall be forty (40) hours. The Employer retains the right to implement a work schedule utilizing four (4) ten (10) hour shifts per week. Prior to implementing a "four/tens" schedule the Employer would agree to meet with the OPBA to discuss the effects this schedule change would have on the Bargaining Unit. Lunch breaks are inclusive of the shift and shall be in paid status. An employee shall remain on-call during lunch breaks taken in the police department and/or on the police department grounds. The City will cover the dispatcher's assigned duties by use of whatever manpower is available.

Section 3. Employees may, with authorization of the Chief of Police, or his designee, exchange shifts with another employee. Shift exchanges shall be solely voluntary between the individual employees.

Section 4. The work schedules of the dispatchers shall be posted two (2) months in advance of the work period affected. The schedule shall be posted in the dispatch office for all employees to view. The work schedules shall constitute the filling of all shifts, taking into account all known vacation time and holiday time and shall take into account all known vacation and holiday requests submitted prior to posting.

**ARTICLE 19
OVERTIME**

Section 1. When an employee is required by the Employer to work in excess of eight (8) hours in a work day, or forty (40) hours in a work week, he shall be entitled to overtime compensation at one and on-half (1-1/2) times the employee's regular hourly rate. The Employer shall approve all requests for overtime prior to scheduled overtime.

Section 2. Overtime shall be offered to all employees covered by this Agreement on an equal basis according to business needs.

Section 3. For the purposes of computation of overtime, sick leave and leaves of absences without pay shall not be counted as time worked. When an employee is required to work overtime in a work period he has taken sick leave, or leaves of absence without pay, the employee shall not be eligible for the premium rate until he has actually worked for (40) hours in a work week.

Section 4. Part-time Dispatchers, who work in excess of forty (40) hours in a work week, will be paid at time and one-half (1-1/2) for those hours in excess of forty (40) hours.

Section 5. An employee's regular hourly rate herein shall include shift differential pay as required by this contract.

ARTICLE 20
SICK LEAVE

Section 1. Crediting of sick leave. Sick leave shall be earned at the rate of ten (10) hours with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service. An employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such month.

Section 2. Accumulation of sick leave. For all full-time employees unused sick leave shall be cumulative up to one hundred twenty (120) hours per year. The total amount of accumulated sick leave shall not exceed nine hundred sixty (960) hours for the first tier of sick hours. An employee may earn sick leave hours in excess of nine hundred sixty (960) hours, in a second tier of sick hours, after the first tier of nine hundred sixty (960) hours has been filled. No employee will accrue sick hours in the second tier of sick time until such time as the first tier is filled at nine hundred sixty (960) hours. Each employee will start to accumulate sick hours based from the employee's existing balance in the first tier starting January 1, 2003.

Section 3. Sick leave accumulated during authorized absences. Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above.

Section 4. Use of sick leave. An employee eligible for sick leave with pay may use sick leave, upon approval of the City Manager or his designee, only for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees, and illness or injury and death to the employee's immediate family. Upon approval of sick leave, sick hours will be deducted from the first tier of accumulated sick time. Upon the exhaustion of all sick leave hours within the first tier of sick hours an employee may seek to utilize sick hours accumulated, if any, in the second tier of sick time.

Section 5. Notification by the employee. When an employee is unable to work, he shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report to work. Failure to do so may be cause for denial of sick leave with pay for the period of time absent.

Section 6. Evidence required for sick leave usage. Proof of illness, or injury to substantiate a request for any sick leave may be requested by the City Manager or his designee, for an absence of more than three (3) days, if, in the judgment of the City Manager or his designee, such proof is necessary. Proof of illness or injury, when requested, shall be in the form of a written statement by a physician certifying that the employee's physical condition prevented the employee from performing the duties of the employee's position. The City reserves the right to have the

employee submit to a medical examination, at the City's cost, to confirm any illness. Any employee fraudulently obtaining sick leave may be subject to disciplinary action.

Section 7. Transfer of sick leave credit. An employee who transfers from one city position to another city position, or from another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees of the City.

Section 8. Charging of sick leave. Sick leave shall be charged in minimum units of one (1) hour.

Section 9. Unpaid leave of absence. An employee, who has exhausted all of his sick leave/disability, may be considered for unpaid leave of absence. If said leave is granted, the leave shall commence the date sick leave expires and shall continue for a period of time not to exceed six (6) months. During a disability leave, the employee shall not be entitled to any compensation or fringe benefits, but shall accumulate seniority. Reinstatement following a duly-authorized disability leave shall be in the form of a written statement from a physician certifying that the employee's physical condition will enable him to perform his assigned duties.

Section 10. Sick leave conversion

- A. Full-time employees, with fifteen (15) or more years of service, who retire, become disabled, or are separated from employment, for reasons other than discharge for cause, may elect at the time of merit retirement or separation to be paid in cash for one-half (1/2) of the value of any unused sick leave the employee has accumulated up to a maximum sick leave accumulated in the first tier of nine hundred sixty (960) sick hours. No employee will be eligible for this one-half (1/2) cash out in excess of nine hundred sixty (960) hours of accumulated sick leave in the first tier of sick hours.
- B. As an exception to subsection A, the parties agree that Margaret Distler, with 10 or more years of services during the period of time covered by this Agreement, may elect at the time of merit retirement or separation to be paid in cash for one-half (1/2) of the value of any unused sick leave the employee has accumulated up to a maximum sick leave accumulated in the first tier of nine hundred sixty (960) sick hours and may only use sick leave in excess of 960 hours for sick comp leave and are not eligible for sick leave in excess of 960 hours of accumulated sick leave after the first tier if they retire, become disabled, or are separated from employment, for reasons other than discharge for cause.

Section 11. Sick Comp Leave. Any sick leave accrued in the second tier of sick time, can be converted to compensatory time on a 4 to 1 basis (i.e., four (4) hours of sick leave is equal to one (1) hour of compensatory time), not to exceed forty (40) hours' time off during any calendar year

Section 12. Bonus for non-use of sick leave.

All full-time employees, who use less than twenty (20) hours of sick leave within a six-month period, shall be eligible for a cash payment up to a maximum of \$300 for each six-month period for a total annual bonus of \$600. The bonus will be paid on a prorated basis of sick time used. Bonuses shall be determined on the basis of each six-month period separately. There shall be

only one payment, calculated on the basis of each six-month period added together. For this section, the year shall commence on January 1 and conclude December 31. Payment of this bonus shall be within sixty (60) calendar days of the completion of the year.

Section 13. Unless a valid doctor's excuse is provided, an employee who does not work a regularly scheduled day before, the day of, or the day after a Holiday specified in Article 23, Section 1 due to sick leave shall not qualify for benefits under Article 23, Section 2.

**ARTICLE 21
FAMILY MEDICAL LEAVE**

Section 1: The City and the Association agree to adopt the Family Medical Leave Act as enacted and amended

Section 2: Employees shall use their accumulated leave (vacation, holiday time, and personal days) with the exception of forty (40) hours in conjunction with Family Medical Leave.

**ARTICLE 22
VACATION**

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
after 1 year	40 hours
after 2 years	80 hours
after 3 years	96 hours
after 8 years	120 hours
after 12 years	160 hours
after 18 years	200 hours

Section 2. The Employer shall require that all vacation requests be made in writing and submitted for approval, by January 15th of each year. Approval shall be made by the Chief of Police, based on operational needs. Upon approval by the Chief, if a conflict occurs, the senior most employee shall be given preference.

Section 3. Upon an employee's termination of employment with the City, the employee is entitled to receive vacation pay for which he has earned, but not yet taken. Should such employee be deceased, unused vacation shall be paid to the estate of the deceased employee.

Section 4. Employees shall be able to carryover one (1) week of vacation under the following procedure:

1. A request to carryover one (1) week of vacation leave must be made in writing to the Chief of Police.
2. The carryover week of vacation must be scheduled and taken within the first quarter of the following year.

3. Compensation paid on the carryover vacation week shall be at the current rate of pay.

Section 5. The years of service for vacation shall be based on the employee's anniversary date of hire. Full time employees shall receive credit for their City of Geneva part time employment in determining vacation entitlements.

Section 6. Each member of the Bargaining Unit, paying into the PERS, may at the option of the member planning retirement, and with notice to the City Manager, select one of the following two options in regard to vacation time:

- A. The member may elect to take the vacations due in his last three (3) years of service, or receive a lump sum payment earned for each of the last three (3) years of service prior to retirement, and not be required to take the actual vacation days; or,
- B. The member may be able to forego the taking of a vacation during his last three (3) years of service and receive an amount commensurate with the vacation pay earned during this time. This compensation will be paid over the pay periods of the years in which the vacation was earned.

If a member of the Bargaining Unit, after selecting one of the above options (Section 6 A or B), decides to stay longer in the department, the following provisions shall apply:

Under Option A: The member will receive the lump sum payment due him for vacation time earned during the three (3) year period, with reasonable time taken for processing. The member will be unable to invoke either of the two vacation options again, and will be unable to convert any vacation time to compensatory time.

Under Option B: The member will not be allowed to work and be paid for his vacations in the future. The member will be unable to invoke either of the two vacation options, and will be unable to convert any vacation time into compensatory time.

Any member electing to take either of the two options in this Section, shall file their intentions with the City Manager, on the form provided by the OPBA.

Section 7. Each member of the Bargaining Unit contributing into the PERS fund, shall be permitted to incorporate some or all of his earned, but unused overtime, holidays, vacation, longevity, and any other compensatory pay premiums, into said fund during his last three (3) years of service with the Employer. If the member remains past the three (3) year period he will be unable to roll over any time accumulated during the above stated three (3) year period, and will be unable to invoke the terms as stated above again.

ARTICLE 23
HOLIDAYS

Section 1. All employees shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Employee's Birthday
- Four (4) Personal Days

Section 2. All employees who are scheduled to work on a designated holiday, specified in Section 1 of this Article, are entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to his regular holiday pay, or at his option, one and one-half (1-1/2) times his usual rate of pay plus eight (8) hours off with pay, to be used at a later date at his discretion.

Each employee scheduled to work a holiday shall notify the Chief as to his preferred option, of pay or a combination of pay and time off, at least five (5) days prior to the beginning of the pay period in which the holiday falls. If an employee is asked to work on a holiday not previously scheduled such employee shall be allowed to exercise this option at the time he is asked to work regardless of the date such request is made.

Section 3. Full-time employees, who do not take a holiday off on the designated holiday, may accumulate holidays. Accumulation of holidays must be approved by the Chief of Police. Any accumulation of holidays must be scheduled off during the current calendar year. Holidays not taken off during the calendar year shall be forfeited.

Section 4. All requests for holiday time off shall be submitted to the Chief in writing at least twenty-eight (28) days in advance of said holiday.

Section 5. In the event two or more employees wish the same holiday time off, and the requests have been made according to Section 4 above, the senior most employee shall be granted the time off. If the request for holiday time off is made by two or more employees not in accordance with Section 4 above, then the first request for time off shall be honored.

Section 6. All requests for personal days shall be submitted at least twenty-four (24) hours in advance and such requests shall not be unreasonably denied. Employees may schedule personal days in four (4) hour blocks.

**ARTICLE 24
COURT TIME**

Section 1. An employee required to appear in court on behalf of the Employer during off duty hours shall be paid a minimum of three (3) hours of pay at one and one-half (1 ½) times the employee's regular rate of pay. In the event a court appearance is scheduled within one hour prior to the officer's regularly scheduled shift, the rate of pay will be one and one-half only for the one-hour period prior to the start of his/her shift. Any court appearance scheduled within one hour after the officer's scheduled shift shall be compensated at the overtime rate for the time required to remain after the shift.

**ARTICLE 25
CALL-IN PAY**

Section 1. An off duty employee called to court or recalled to work shall be paid a minimum of two (2) hours of pay at one and one-half (1-1/2) the employee's regular rate of pay.

Section 2. Employees called out within two (2) hours or less before the start of the employee's regular duty hours shall be paid one and one-half times the straight time hourly rate for those hours actually worked.

Section 3. If an employee is scheduled in for training/proficiencies, that employee does not receive the minimum call-in pay.

**ARTICLE 26
EDUCATIONAL PAYS**

Section 1. The Employer shall pay each employee for obtaining specialized training as follows: For each eight (8) hours of approved training received within five (5) years, an employee will receive one hundred dollars (\$100.00). For an Associate Degree an employee will receive one hundred and fifty dollars (\$150.00), or for a Bachelor's Degree, two hundred and fifty dollars (\$250.00). The City shall pay employees a maximum of three hundred seventy-five dollars (\$375.00) for the 2003-2004 year and five hundred dollars (\$500.00) each year thereafter in the first pay of December upon submission of documentation of completed training in a related field or accredited college or university.

Section 2. To be eligible for educational pay, all part-time employees must work a minimum of 525 hours. The Chief of Police has discretion to grant educational pay to a part-time employee if the Chief determines, at his sole discretion, that the part-time employee is making a good faith effort to warrant educational pay.

ARTICLE 27

WAGES

Section 1. Effective January 1, 2013, the following wage schedule shall apply to Dispatchers:

	1/1/2013	1/1/2014	1/1/2015
<u>Full-Time</u>	BASE	1%	2%
Start	\$14.96	\$15.11	\$ 15.41
6 months	\$15.78	\$15.94	\$ 16.26
12 months	\$16.60	\$16.77	\$17.10
18 months	\$17.41	\$17.58	\$17.94
24 months	\$18.28	\$18.46	\$18.83
<u>Part-Time</u>			
Start	\$12.12	\$12.24	\$12.49
12 months	\$14.41	\$14.55	\$14.85

Effective with the first pay period in January 2013 employees shall be paid a one-time lump sum payment equal to one percent of their annual base salary.

Section 2. Employees hired as full-time dispatchers may be placed at a wage higher than the starting rate, at the discretion of the City Manager, with a recommendation from the Chief of Police, if the employee's experience and/or educational background justifies said salary scale placement.

Section 3. Leads Terminal Agency Coordinator The dispatcher who is assigned and trained as the Leads Terminal Agency Coordinator and/or Assistant Leads Terminal Agency Coordinator shall be provided an annual payment of five hundred dollars (\$500.00). The annual payment provided herein shall be paid to only one (1) employee.

Section 4. Full-time employees, who work the second or third shift, shall be compensated, in addition to their regular wages, the following Shift Differential:

Second Shift \$.50/hour
Third Shift \$.50/hour

Section 5. Part-time employees, who work the second or third shift shall be compensated, in addition to their regular wages, the following Shift Differential:

Second Shift \$.20/hour
Third Shift \$.30/hour

Section 6: Any employee assigned training duties shall be paid an additional \$.35 per hour for those hours spent training beginning January 1, 2006 and an additional \$.45 per hour beginning January 1, 2007 and an additional \$.50 per hour beginning January 1, 2008.

Training pay will not be paid if dispatchers assigned to train are relieved from the dispatcher's normal dispatch duties.

Section 7: Provided that reasonable notice to process payroll is given, the following rules will govern payroll corrections:

Normally, the City shall correct substantial payroll underpayments within two (2) payroll clerk working days. Other payroll underpayments shall be corrected in the next pay.

A substantial payroll error involves at least a day's worth of employee's pay. Normally, an employee will negotiate a substantial payroll overpayment with the City within two (2) payroll clerk working days of notice of the error.

Typically, the employee shall not be required to reimburse the City for payroll overpayments until the next payroll period. If the overpayment is a substantial payroll overpayment, defined as over a day's worth of an employee's wages, repayment will be made within a reasonable period of time, as agreed between both parties.

**ARTICLE 28
PERS PICK-UP**

Section 1. All employees covered by this Agreement, shall have the City "pick-up" (assume and pay) the employee's share of PERS by the salary reduction method.

**ARTICLE 29
LONGEVITY**

Section 1. All full-time employees shall receive longevity pay based on their continuous length of service with the Employer. The amounts shall be as follows:

5 through 9 years	\$250.00/year
10 through 14 years	\$500.00/year
15 through 19 years	\$750.00/year
20 years through 24 years	\$1,000.00/year
25 years and up	\$1,250.00/year

**ARTICLE 30
FUNERAL LEAVE**

Section 1. A full-time employee shall be entitled to funeral leave time off with pay for a period of time not to exceed five (5) working days, for a death in the employee's immediate family. An employee may also be granted the option of an additional two (2) days of sick leave to be used in conjunction with the five (5) working days with pay.

Section 2. Where the death is in the employee's extended family, funeral leave shall consist of two (2) days paid leave.

Section 3. Immediate family is defined as follows:

Spouse
Children/Step-children
Mother & Mother-in-law

Father & Father-in-law
Brother
Sister
Grandparent
any individual who the employee serves as guardian

Section 4. Extended family is defined as follows:

Step-parent
Step-brother/sister
Brother/Sister-in-Law
Aunt
Uncle
Niece/Nephew
Cousin
Non-residential Step-child

Section 5. If an emergency situation warrants the granting of additional time off to this article, any affected employee may request additional time off and such request shall be granted. Additional time off for funeral leave shall be charged to vacation, holiday, sick leave or leave without pay, at the employee's option.

ARTICLE 31 JURY DUTY

Section 1. All full-time employees who are called for jury duty shall be excused from work for the days on which they are required to serve. If working dayshift, the employee must return to work if not seated on the jury or is dismissed early.

Section 2. Employees shall receive for each day of Jury duty leave, his regular rate of pay , less any compensation received from the court.

ARTICLE 32 ON DUTY INJURY LEAVE

Section 1. In the event of a service connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional injury leave time as the injury may warrant. Upon approval of an injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid to the employee by Worker's Compensation for the period of time during which the employee received full pay.

Section 2. To apply for benefits under Section 1 above, a written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application and in

doing so, the Employer may require an examination by a registered physician of his selection. Approval of such shall not be unreasonably denied.

Section 3. Before any employee, who has made application to the Employer for benefits under this Article, is entitled to receive any benefits under this Article, they shall first make application for Worker's Compensation benefits. They must also complete an On-Duty-Injury report and Reimbursement Agreement with the Employer as soon as possible following the injury.

Section 4. In the event such on-duty-injury is disallowed by the Bureau of Workers Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash and/or vacation leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover either all or part of the time off up to and including the date the claim is disallowed, then the monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer by reasonable payroll deduction.

**ARTICLE 33
UNIFORM ALLOWANCE**

Section 1. Effective in 2006, all full-time employees required to wear uniforms in the performance of their duties shall receive a uniform allowance of three hundred and seventy five dollars (\$375.00), per year for uniforms. Said amount shall be paid in cash to the employee for purchases during the year, to be used for purchases of new uniforms, or replacement of damaged uniforms.

Section 2. Said allowances will be paid to the employee in a separate check on September 1st of each contract year.

**ARTICLE 34
INSURANCE**

Section 1. The City shall provide each full-time employee with the HSA Plan as in effect as of January 1, 2012 with annual deductibles of \$ 2,500 for single coverage and \$ 5,000 for family coverage.

Effective January 1, 2013 the City will make contributions to the employee's Health Savings Account with the HSA provider selected by the City. The City's annual contributions to the employee's Health Savings Account will be the amounts following:

- 1) For 2013 the City will contribute \$750 for single coverage and \$1,500 for family coverage;
- 2) For 2014 the City will contribute \$750 for single coverage and \$1500 for family coverage;
- 3) For 2015 the City will contribute \$750 for single coverage and \$1500 for family coverage.

Section 2. The Employer payments will be made on a semi-annual basis during each calendar year, the first half in January and the second half in July. Provided, however, that the City may contribute up to the entire annual amount should an employee, due to a catastrophic event, spend his entire account balance prior to July of a given year. Each employee has the option to contribute to his/her HSA account pre-tax through payroll deduction. No employee, however, shall be required as a condition of remaining in the HSA Plan to make any contributions. For employees enrolling in the plan after 1/1/2013, the City's contribution will be prorated based on months of employment remaining in the current year. The first contribution will be paid during the employee's first month of participation in the high deductible health plan. Any additional employer payments will be made on the next regularly scheduled citywide funding date.

Section 3. In the event a Non-HSA Plan is selected in 2014, the City's financial support toward health insurance premiums shall be 90% of the Health Care premium. Employees shall contribute the remaining 10% via payroll deduction pro-rated into each payroll period. The Employer would agree to establish and/or continue an IRS 125 plan so that any employee contributions are pre-tax. In the event a Non-HSA Plan is selected in 2015, the City's financial support toward health insurance premiums shall be 85% of the Health Care premium. Employees shall contribute the remaining 15% via payroll deduction pro-rated into each payroll period. The Employer would agree to establish and/or continue an IRS 125 plan so that any employee contributions are pre-tax

Section 4. Additional coverage for prescription, dental, vision and other possible coverages may be added, based on the selection provided by the City, conditional on the approval of all City Bargaining Units.

Section 5. The Employer will also provide a paid life insurance policy in the amount of twenty thousand dollars (\$20,000.00), payable by the city for each full-time employee.

Section 6. If an employee is covered by their spouse's medical coverage, said employee shall be eligible for the following total yearly cash payment, upon providing a written request to the City Manager. Payments shall be made on a "pro rata" monthly basis for each month that the employee remains eligible for said payment.

<u>Coverage Change</u>	<u>Payment</u>
Family to Single	\$ 1,000.00
No Coverage	\$ 2,800.00

**ARTICLE 35
COMPENSATORY TIME**

Section 1. At the employee's option, compensatory time may be accumulated in lieu of paid overtime through December 31, 2011. Thereafter, no Compensatory Time shall be accrued. Such Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) hours for

each hour of overtime worked and the maximum amount of accumulated compensatory time off shall not exceed eighty (80) hours.

Section 2. An employee shall be compensated for all overtime performed in excess of the accumulated compensatory time limit of eighty (80) hours.

Section 3. Use of accrued compensatory time shall be with the prior approval of the Chief or his designee, and shall be in increments of not less than four (4) hours.

Section 4. In no event shall compensatory time be utilized to accumulate overtime during the same twenty-four (24) hour time period.

Section 5. An employee, upon retirement, shall be paid for all accrued, but unused compensatory time off. In the event of the employee's death, while employed by the Employer, payment pursuant to this provision shall be made to the employee's legal heirs. This payment shall be based upon the employee's rate of pay of compensation at the time of his retirement.

ARTICLE 36 MISCELLANEOUS

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay for the cost of the examination.

Section 2. All current full-time employees within the Bargaining Units shall reside within a ten (10) mile radius of the City limits. In the event a new hire is not a resident within this radius upon hiring, said employee shall, as a condition of employment, reside within this ten (10) mile radius no later than one (1) year from the employee's date of hire as a full-time employee. Failure to do so will result in termination of employment.

The address reported to the Finance Department shall be the actual residence address of the employee.

Section 3. The OPBA will be allowed one (1) bulletin board for official OPBA notices.

Section 4. An employee, who is to be questioned as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questioning starts.

Section 5. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the interrogation. The Employer may have a transcript of such recording at the Employer's expense.

Section 6. An employee will be informed of the nature of any investigation of himself prior to any questioning, and shall be entitled to union representation during such questioning. If the employee being questioned is, at the time, a witness and not under investigation, he shall be so advised.

Section 7. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation, and such examination shall be paid for by the Employer. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action. The examiner for any such examination shall be mutually agreed to by the parties.

**ARTICLE 37
GENDER AND PLURAL**

Section 1. Whenever the context so requires, the use of the words herein singular shall be construed to include the plural, and in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 38
CONFORMITY TO LAW**

Section 1. This Agreement shall supersede any present and future State and local laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 3. If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the OPBA shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 4. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

**ARTICLE 39
WORK RULES**

Section 1. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 2. Any new work rules, policies or procedures or amendments to existing work rules, policies or procedures shall be reduced to writing and submitted to the OPBA at least ten (10) days prior to implementation. The Employer will meet with representatives of the OPBA upon request to discuss the effects of any proposed work rule, policy or procedure upon Bargaining Unit employees. Such work rules, policies, and/or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 3. In the event it is necessary for the Employer to implement a new or amended work rule, policy or procedure on an emergency basis, said work rule, policy or procedure shall be implemented without the benefit of notice to the OPBA. However, following implementation, the Employer shall meet with the OPBA, within ten (10) calendar days, to discuss said work rule, policy, and/or procedure.

Section 4. Bargaining Unit members reserve the right to utilize the Grievance Procedure contained in the current Collective Bargaining Agreement for changes to work rules, policies and procedures that they may consider unreasonable and in violation of the terms of the Collective Bargaining Agreement.

ARTICLE 40
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreement, either oral or written, are hereby canceled. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement; even though such subjects or matters may not have been within the knowledge of either party or both parties at the time they negotiated or signed this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 29TH day of NOVEMBER 2012.

FOR THE CITY OF GENEVA, OHIO



JAMES PEARSON
CITY MANAGER
PUBLIC SAFETY DIRECTOR

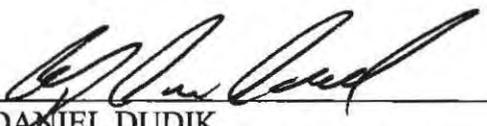
DATE: 12/12/12

FOR THE OPBA



MARGARETT DISTLER
GENEVA POLICE DISPATCHER

DATE: 2012 12 11



DANIEL DUDIK
GENEVA POLICE DEPARTMENT

DATE: 12-11-12



DANIEL LEFFLER
OPBA ATTORNEY

DATE: 11/29/12

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 29TH day of NOVEMBER 2012.

FOR THE CITY OF GENEVA, OHIO

FOR THE OPBA



JAMES PEARSON
CITY MANAGER
PUBLIC SAFETY DIRECTOR

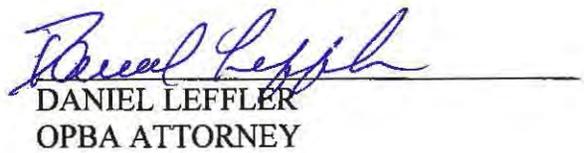
MARGARETT DISTLER
GENEVA POLICE DISPATCHER

DATE: 12/14/12

DATE: 2012/11/11



DANIEL DUDIK
GENEVA POLICE DEPARTMENT



DANIEL LEFFLER
OPBA ATTORNEY

DATE: 12-11-12

DATE: 11/29/12