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An

AGREEMENT

between

THE CITY OF FINDLAY, OHIO

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(SERGEANTS)

Effective January 1, 2013
Expires December 31, 2015

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ARTICLE 1

PREAMBLE

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

ARTICLE 2

PURPOSE and INTENT

2.01 The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and 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 defined herein.

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive representative with respect to wages, hours, terms and other conditions of employment as provided by the Public Employees Collective Bargaining Law for full-time employees of the Police Department occupying the position of Sergeant, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Unless expressly provided to the contrary by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of its Department of Police. Employers rights shall include, but are not limited to, the following: the right 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 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 government unit; (10) develop, revise, or eliminate work practices, procedures and rules in the operation of the Department of Police and to maintain discipline; (11) to determine work assignments and to establish, revise, or eliminate work schedules, locations or functions, consonant with Department needs; (12) to recruit, select and determine the number and qualifications of employees; (13) to establish basic and in-service training programs and requirements for upgrading the skills of employees; and (14) to take such measures as the Employer and Police Administration might determine necessary for the orderly and efficient operation of the Department of Police.

4.02 To the extent that the rights enumerated at 4.01 of this Article are specifically limited by other provisions of this Agreement, alleged violations of the terms of this Agreement are subject to the grievance and arbitration procedures found at Articles 40 and 41, respectively, of this Agreement.

ARTICLE 5 EMPLOYEE RIGHTS

5.01 An employee has the right to the presence of a Union representative of his/her bargaining unit, if he/she so desires; and the right of cross examination of all witnesses at disciplinary hearings or at any other forum in which he/she is required to participate, including arbitration

5.02 An employee who is to be questioned as a suspect in any criminal investigation of him/her shall be advised of his/her constitutional rights in that regard before any questioning may begin.

5.03 Before an employee may be charged with any violation of the Employer's Rules and Regulations or procedures and policy for a refusal to answer or participate in an investigation, he/she shall be advised that his/her refusal to answer questions, or to participate in any such investigation, may be the basis of such charge.

5.04 Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is on duty. In any event, the employee shall be compensated at the applicable rate of pay while he/she is required to participate in the interrogation or questioning. Interrogation sessions shall be for reasonable periods of time; and time shall be allowed during the questioning for rest periods and for other physical necessities.

5.05 The employee shall be informed of the nature of the investigation prior to any questioning. If the employee is a subject of the investigation, he/she shall be informed of the nature of the complaint (i.e., criminal or internal) precipitating the investigation to the extent know at the time of giving notice. The notice shall be provided at least twenty-four (24) hours prior to any investigatory interview of the Employer, except in exigent circumstances.

5.06 The Employer may divulge the fact that a particular employee is under investigation, but unless required by law may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Union when, upon inquiry, the Employer divulges the fact that an employee is under investigation.

5.07 An employee who has been charged with a violation of any Rules and Regulations or policy and or procedures, shall, upon request, be provided the opportunity to inspect and to obtain written statements and any other materials as a condition to their use at an administrative hearing on such charge. Such request must be made at least forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived upon agreement of both the Employer and the Union in extenuating circumstances.

5.08 No hearing that might result in dismissal, demotion, suspension, or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least three (3) workdays prior to the hearing, unless postponed for good cause.

5.09 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 criminal investigation or criminal court action.

5.10 Any employee brought in for an internal investigation has the right, upon request, to have a Union representative present.

5.11 If an employee is under internal investigation, and his/her civil rights or any rights conferred by this Bargaining Agreement are violated, the violation shall be subject to the grievance procedure.

5.12 All investigations of employees from complaints shall be clearly marked as to the result of the investigation, e.g., unfounded, supported, etc.

ARTICLE 6 NO STRIKE; NO LOCKOUT

6.01 Since the service performed by the employees covered by this Agreement is essential to the public health, safety, and welfare, the Union agrees that neither it nor any of the employees subject to this Agreement shall take part in any strike, slowdown, walkout, work stoppage, concerted "sick" leave, or any other type of work interruption.

6.02 The Employer shall not lock out any employees covered by this Agreement during the term of this Agreement.

ARTICLE 7 DUES DEDUCTION and FAIR SHARE FEES

7.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the City shall make the deduction from the next paycheck, providing that the employee will be working during that subsequent period.

7.02 The City agrees to supply the Union with a list of those employees from whom dues deductions and fair share fees have been made.

7.03 A check in the amount of the total dues and fair share fees withheld from those employees authorizing a dues deduction or paying a fair share fee shall be tendered to the Ohio Patrolmen's Benevolent Association at the current address provided, within ten (10) days after the date when the deductions were made.

7.04 Effective at the beginning of the first month after this Agreement is executed, all current employees who, within thirty (30) days are not members in good standing of the Union, shall pay their fair share fee, not to exceed the Union dues paid by a member, as a condition of employment.

7.05 All employees promoted to the rank of Sergeant after the execution date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union, effective sixty (60) days from the date of the employee's promotion.

7.06 The fair share fee amount shall be certified to the City Auditor by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with §7.03 of this Article. Any rebate of fair share fees to employees covered under this Agreement shall be made in accordance with Ohio Revised Code §4117.09.

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

ARTICLE 8 CREDIT UNION DEDUCTIONS

8.01 The Employer shall make payroll deductions for each employee for authorized amounts of deductions, to be sent to one credit union of the employee's choice, when requested to do so in writing by the employee.

8.02 The Employer Auditor shall make available to the credit union a list of such employees each bi-weekly pay period.

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

ARTICLE 9 NON-DISCRIMINATION

9.01 The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union. The Union and the Employer agree not to discriminate against any employee(s) on the basis of race, color, national origin, age, gender, religion, or disability.

9.02 The Union expressly agrees that membership in the Union is at the option of the employee, and that the Union will not discriminate with respect to representation between members and nonmembers.

9.03 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender 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 10 RULES AND REGULATIONS

10.01 The Union agrees that its membership shall comply with Police Department and City of Findlay Rules and Regulations, including those relating to working conditions, conduct, and performance. The Employer agrees that Police Department and City of Findlay Rules and Regulations, which affect working conditions, conduct, and performance shall be subject to the grievance procedure if they violate this Agreement.

10.02 When either party to this Agreement proposes a change to the Police Department Rules and Regulations, the proposing party will add the proposed change(s) to the discussion agenda of the next Labor-Management Committee meeting.

10.03 If the Employer makes any changes to the Police Department Rules and Regulations, the Employer shall notify the Union in writing at least fourteen days (14) prior to the proposed effective date(s) of any such change(s), except in emergency situations. Written notification shall include the Section(s) being changed, and the text of the change(s). If the emergency clause of this Section is invoked, then the Employer will provide the Union with written notification of the rules change(s) when the emergency has abated.

ARTICLE 11 PROMOTION PROCESS

11.01 All promotions within the Police Department to the rank of Lieutenant shall be made consistent with the provisions of this Article, notwithstanding any Civil Service Ordinance, statute, or regulation that might be inconsistent with this Article.

11.02 When a vacancy at the rank of Lieutenant exists, and there is no extant Civil Service list, the City of Findlay Civil Service Commission will solicit, from among those occupying the rank of Sergeant, Letters of Intent to sit for the promotional examination.

The parties agree, however, that persons submitting Letters of Intent to sit for the promotion examination to the rank of Lieutenant shall be allotted a sixty (60) calendar-day study period in advance of the examination. The examination shall be held as soon as possible after the conclusion of the sixty (60) day period.

A Civil Service examination for promotion to the rank of Lieutenant shall be given and a promotion list of successful applicants shall be compiled pursuant to the Rules and Regulations of the Civil Service Commission, except as those Rules and Regulations are altered by the terms of this Agreement. Upon compiling of the Lieutenants' eligibility list, the Civil Service Commission shall provide the Safety Director with the names of the persons having the top ten

(10) scores on the test. For purposes of this Article, the term, "top ten scores," means the top ten (10) numerical grades, either the percentage grade or raw score, depending on the method the test provider uses to mark the tests. If the tenth (10th) scorer is tied with any other scorer, then the scorer to be considered will be in order of the tied scorers' respective seniority.

No seniority points shall be assessed for the purpose of standing on any eligibility list for promotion to the rank of Lieutenant. The list of eligible candidates for promotion shall contain only the names of those whose scores place them in the top ten (10) scores, or among the next highest score(s) if more than one vacancy for the rank of Lieutenant exists.

In the event there are less than two (2) candidates for certification, there shall be a second competitive examination.

Any eligible Sergeant who submitted a Letter of Intent for purposes of the first examination, and who passed the first examination, would not be required to sit for the second examination; rather, that Sergeant's score on the first examination would remain and would be counted as the Sergeant's score on the subsequent examination. Any person who sits for a promotion examination to the rank of Lieutenant is only required to pass one examination for a particular vacancy; and that score shall be counted among passing scores for the subsequent examination for that particular vacancy. If no person has passed the second examination and there is only one person who has a passing score on the first examination, the Employer may promote the passing candidate.

The failure of three (3) eligible employees to return a Letter of Intent to the Civil Service Commission shall not require the Commission to open the examination to the next lower rank. The Commission shall be bound only by the constraints of Ohio Revised Code §124.44 in regard to the competitiveness of the examination.

11.03 A Promotion Board for the rank of Lieutenant, consisting of five (5) persons, shall be convened, and comprised of the following persons: (a) the Chief of Police; (b) the Safety Director; (c) the Union President or designee; (d) a person who is employed in the rank where the vacancy exists chosen by that vacancy's bargaining unit; (e) an arbitrator from the arbitration panel herein contained who is chosen in tandem by the City and the Union.

11.04 The Promotion Board for the rank of Lieutenant shall be appointed in the interim between solicitation of Letters of Intent to sit for the first examination for the vacancy and the date of the first examination. The same Board would, in most circumstances, remain intact until a person is promoted; except that, if a person on the Promotion Board were to sit for the examination, a replacement would be chosen by the Union President pursuant to §11.03, Paragraph 3, of this Agreement.

The Promotion Board for the rank of Lieutenant shall develop its own procedures to evaluate the candidates fairly and adequately; to review personnel files; and to interview candidates. Additionally, all candidates to be interviewed may be assessed by an assessment

center of the Employer's choosing, with the Board using the results as part of its evaluation procedures.

11.05 For promotion to the rank of Lieutenant, the Promotion Board shall conduct similar oral interviews of the persons whose names were supplied by the Civil Service Commission as comprising the Lieutenant's eligibility list. The Board shall evaluate the candidates whom the Board deems most qualified for the rank of Lieutenant from among those candidates, regardless of number, who achieved the top ten (10) scores on the promotion examination, and whose names the Civil Service Commission certified as the eligibility list for promotion to the rank of Lieutenant.

11.06 No employee shall be eligible to sit for the examination for promotion to the rank of Lieutenant within two (2) years of full-time employment in the rank of Sergeant with the City of Findlay Police Department immediately preceding the date of the examination. Subject to the multiple testing provisions of §11.02, Paragraph 7, of this Article, applicants who are placed on a promotion eligibility list for the rank of Lieutenant five (5) times and are not promoted, shall no longer be considered for promotion to the rank of Lieutenant until a new Civil Service examination for any subsequent vacancy is given, when this procedure shall be repeated.

Except as provided in §11.02 of this Article, no employee shall be eligible to take any promotional examination for the rank of Captain or Chief of Police without having completed three (3) years in rank as a Lieutenant or seven (7) years in rank as a Sergeant before the date of the examination. Candidates on a single promotion eligibility list who are considered for promotion to the ranks of Captain or Chief of Police five (5) times but not promoted, shall no longer be considered for promotion until a new Civil Service test is given for a subsequent vacancy, after which the selection process begins anew.

ARTICLE 12 PROBATIONARY PERIOD

12.01 All newly promoted Sergeants shall be required to serve a probationary period of one year. During such period, the Employer shall have the sole discretion to demote such Sergeant(s), and any such action shall not be appealable through any Grievance or appeal procedure contained in this Agreement, or to any Civil Service Commission.

If any Sergeant is discharged or resigns, and is later rehired, the Sergeant shall be considered a new employee.

ARTICLE 13 SHIFT SCHEDULING

13.01 The Union recognizes the exclusive right of the Employer to determine employee work assignments and work schedules as outlined in Article 3, "Management Rights", of this Agreement; except that, employees are permitted to select their respective shifts by seniority every six (6) months. This shift bidding process shall take place in April and November of each year, with the employees' shift selections taking effect at the beginning of the first payroll period

in June and January, respectively. No employee shall serve on the same shift for more than twenty-four (24) consecutive months without the approval of the Chief of Police.

13.02 The Employer recognizes the desirability of allowing employees to express their individual preferences for shift scheduling. If a general scheduling change is contemplated by the Employer, a notice containing information about the change shall be posted. The notice shall provide information concerning days off, shift hours, and proposed rotation schedule, if any. Employees may request, in writing to the Chief of Police, specific shift assignments within fourteen (14) calendar days after the notice is posted. The Employer shall consider such requests, subject to Department staffing needs. Consideration shall be given to seniority, qualifications, training, certification, and experience. Before any general schedule change takes effect, the Employer will consider employee input regarding the duration of any shift rotations.

13.03 Employees subject to changes in assignments, shifts, or scheduling initiated by the Employer shall be notified in writing at least five (5) calendar days prior to the effective date of the change(s). Employees subject to any such shift change may waive the five (5) day notice requirement. Except in emergencies, no employee may unilaterally change his/her shift assignment or specific workday without prior approval from the Chief of Police.

13.04 The Union agrees to waive the provisions of this Article during a time that an emergency schedule is implemented by the Mayor, the Safety Director, or the Chief of Police.

ARTICLE 14 SHIFT EXCHANGE

14.01 Employees have the right to request a temporary change of shift assignment when such exchange does not interfere with the operation of the Police Department. Requests for temporary shift exchanges must be submitted to the Chief, or his designee, for approval. Temporary shift exchanges shall be recorded in the permanent Department record of shift schedules. Requests shall contain the proposed effective date, duration, and reasons for the request.

14.02 Any request for permanent change of shift assignment shall be given the same consideration as requests for shift assignments described at §13.01 of this Agreement. A written request for permanent shift exchange shall contain the same information as requests for temporary shift exchanges. Permanent shift exchanges shall be subject to the Chief's approval, or that of his designee.

14.03 "Temporary" shall be defined as four (4) regularly scheduled shifts, or fewer, within the same calendar month. Requests shall be for a specific stated period of time.

14.04 "Permanent" shall be defined as an exchange for an indefinite period of time. Requests shall have beginning dates.

ARTICLE 15

LABOR-MANAGEMENT COMMITTEE

15.01 There shall be a Labor-Management Committee shall be comprised of up to five (5) representatives of the Employer and up to five (5) representatives of the Union's choosing, as appropriate, based on the subject matter to be discussed.

15.02 Either party may request a Labor-Management Committee meeting if a recurring or an emergency meeting must be scheduled. 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. A Labor Management Committee meeting shall be scheduled within ten (10) days following a request, unless the parties mutually agree to extend such time. 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 Employer, which might affect 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.
- h. Proposed changes in Rules and Regulations.

15.03 Employee representatives attending Labor-Management meetings be shall paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' regular scheduled hours of work. No employee shall be compensated for attendance off duty, including attendance at Labor-Management Committee meetings or other meetings pursuing Union business that continue beyond the end of the employee's regular duty shift.

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

ARTICLE 16

SAFETY AND HEALTH/EMPLOYEE ASSISTANCE PROGRAM

16.01 The Employer and the Union agree to cooperate in matters of safety, health, and sanitation in order to ameliorate workplace conditions and hazards that could result in accident, death, injuries, and illness among City employees.

16.02 The Union shall appoint a Safety Committee not to exceed four (4) employees, from its membership, one of whom could be a member of the Sergeants' bargaining unit. For safety and health issues specific to the Police Department, the Committee shall meet with the Chief of the Police Department, from time to time. The Union shall also appoint four (4) representatives of its choosing to the City-wide Safety Committee to discuss issues applicable to all City employees.

16.03 Any request for a safety- and health-related meeting with the Chief of Police, and proposed safety/health recommendations, shall be made in writing to the Chief, with a copy to the Safety Director. The meeting shall be held at an agreed-upon time between the parties.

16.04 In the event that safety and/or health matters cannot be resolved in meetings with the Chief, the Union may reschedule a meeting among the Safety Director or his/her designee, the Chief of Police, and the Union Safety Committee in an attempt to resolve the matter(s) in question. If a matter cannot be resolved, the matter shall be forwarded to the Mayor, whose decision shall be final. The Chief and/or the Union may request the opinion of a third party who is qualified to provide advice on, and possible solutions to, the issue in contention. Costs of the expert/consultant's intervention shall be borne by the party requesting the opinion.

16.05 Accidents, which occur when an employee is driving an Employer-owned vehicle, shall be referred to the City-wide Safety Committee for resolution. If the City-wide Safety Committee determines that the accident was in whole or in part attributable to the employee's conduct, the matter would be referred to the Chief of Police for proceedings under Articles 39 - 41 of this Agreement. The accident shall not be acted upon by the Chief of Police for disciplinary purposes until such time as the accident has been reviewed by the City-wide Safety Committee and referred to the Chief of Police for disciplinary action. The parties agree that the time limit provisions of Article 36 as they relate to disciplinary hearings, would not apply to accidents.

16.06 The Employer shall establish for all employees of the Police Department, and the immediate families of those employees, a confidential Employee Assistance Program (EAP).

16.07 For purposes of this Article, the term, "immediate family", means those persons to whom the employee is legally married, or to whom the employee is a natural, adopted, or step-parent; and who is listed as a beneficiary of any health care insurance that the Employer provides for the employee and such family members.

16.08 The Employee Assistance Program shall be administered by a private contractor, who shall provide triage, diagnosis, referral, and preliminary treatment or crisis intervention to employees and their immediate family members. Such services shall be for a variety of crisis or other problem issues that could affect the employee's performance on the job. The nature of the

services to be provided shall be disclosed in a contract, which the Employer shall enter with an EAP provider, and on which the Union shall advise before the contract is executed.

16.09 The referral and treatment services that are described in this Section, but which are not directly provided by the EAP staff, shall be those which are covered by the health care insurance that the Employer provides; except that, the Employer shall underwrite the cost of EAP referrals and subsequent treatment that are made as the result of the employee's involvement in a critical incident while on duty.

ARTICLE 17 BULLETIN BOARDS

17.01 The Employer shall allow the Union to maintain one bulletin board in the Police Department locker room. The Union shall be responsible for the maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material that violates the provisions of §17.02 of this Article.

17.02 No notices, memoranda, posters or other forms of communication shall be posted on the bulletin board if the material contains any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or its employees. The Union shall supply one copy each to the Chief of Police and the Safety Director when posting material.

ARTICLE 18 BALLOT BOXES

18.01 The Union shall be permitted, with prior notice to the Chief of Police, to place a ballot box at a location agreed to by the Chief and the Union for members' voting on issues solely related to Union business. The box shall be the property of the Union; and the Employer shall neither inspect nor review the ballot box or its contents. The ballot box shall be removed as soon as practicable after voting has concluded.

ARTICLE 19 SEMI-ANNUAL EVALUATION

19.01 Pursuant to Employer policy, every employee shall be evaluated semi-annually. The employee shall be given a copy of the evaluation at a meeting with his/her immediate supervisor. The employee shall be offered the opportunity to rebut any statement or other assessment of his/her job performance as it is described in the evaluation instrument. The performance evaluation must be reviewed by the upward chain of command, with each person in the chain of command adding comments, as appropriate, and signing the instrument before the instrument is photocopied and given to the employee. After the instrument is copied, no additions to it may be made. The evaluation instrument shall be forwarded to the employee's personnel file within the time limits stated in Employer policy.

ARTICLE 20 PERSONNEL FILES

20.01 The parties agree that, with some statutory exceptions, employee personnel files are public record. Every employee may review the contents of his/her personnel file, including those

portions of the file that are not public record, at all reasonable times, upon request, either written or oral. A representative of the Employer must be present while an employee inspects his/her file. The employee may draft a signed and dated memorandum clarifying and explaining any statement contained in any document in his/her personnel file.

20.02 For purposes of progressive discipline, memoranda of disciplinary action shall not be considered according to the following schedule, provided there has been no intervening disciplinary action:

| <u>Memorandum of Discipline</u> | <u>Not considered after</u> |
|---------------------------------|-----------------------------|
| Oral reprimand | 1 year |
| Written reprimand | 2 years |
| Suspension, 1 – 4 days | 3 years |
| Suspension, 5 days or more | 5 years |

ARTICLE 21 COPIES OF BARGAINING AGREEMENT

21.01 The Employer shall provide to every member of the bargaining unit a copy of this Agreement. The parties agree to share equally the printing costs.

ARTICLE 22 OFFICE EQUIPMENT USE

22.01 With the Chief's advance approval, the Union shall have the reasonable use of Police Department office equipment.

ARTICLE 23 SICK LEAVE and LEAVE CHOICE

23.01 Sick leave shall be defined as absence from work, with pay, due to: (a) illness or injury to the employee; (b) exposure by the employee to a contagious disease communicable to others; (c) and/or serious illness, injury or death in the employee's immediate family.

23.02 Every employee shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked. There is no ceiling to the amount of sick leave that an employee may accumulate.

23.03 At least one hour before his/her shift is to begin, an employee who is absent on sick leave shall notify his/her immediate supervisor of such absence to be charged as sick leave each day he/she is to be absent.

23.04 Except as otherwise provided in this Agreement, sick leave may be used in segments of not less than one hour. Sick leave shall be paid out at the rate of one hour of sick leave pay for each hour of scheduled work missed.

23.05 In the event that the use of sick leave is due to injury sustained while the employee was working for an employer with Workers' Compensation coverage other than the City of Findlay, any Workers' Compensation benefits shall be assigned to the City of Findlay as a condition precedent to any sick leave payments under this Article.

23.06 Before an absence may be charged against accumulated sick leave, the Chief of Police may, in his discretion, require satisfactory proof of the employee's illness or injury; or illness, injury, or death of the employee's immediate family member. The Employer or the Chief of Police may order the employee to be examined by a physician designated and paid by the Employer. If an employee is absent for more than three (3) workdays, the employee must supply a physician's excuse to be paid for sick leave, unless the Chief of Police waives this provision.

23.07 If an employee fails to submit adequate proof of illness or injury to him/herself or an immediate family member, or death of an immediate family member, when ordered to do so; or if an ordered medical examination does not, in the Police Chief's discretion, substantiate the employee's claim of illness or injury sufficient to justify absence from work, the employee's absence from work may be considered unauthorized, shall be without pay, and could lead to disciplinary action, pursuant to Article 39 of this Agreement.

23.08 Any abuse or patterned use of sick leave shall be just cause for disciplinary action. Use of sick leave on five (5) or more occasions (that is, five (5) separate incidents, and not necessarily five (5) consecutive days) in any twelve (12) month period shall result in disciplinary action according to the following schedule:

| <u>Number of absences</u> | <u>Disciplinary action</u> |
|---------------------------|---|
| 5 occasions | Oral reprimand, with memo in personnel file |
| 6 occasions | Written reprimand |
| 7 occasions | 3 day suspension |
| 8 occasions | 10 day suspension |
| 9 occasions | 20 day suspension |
| 10 occasions | Termination |

Any absence accompanied by a valid physician's statement justifying the absence shall not be considered an "occasion of use". An "occasion" for purposes of this paragraph shall mean an individual utilization of sick leave as defined in paragraph 21.01, regardless of the number of hours involved (e.g., one (1) day or five (5) consecutive days would be one (1) "occasion" of sick leave.) Any time an employee reports back to work, that "occasion" of sick leave use ends.

23.09 The Chief of Police may require an employee who has been absent due to his/her own serious personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, in order to determine that the employee can fully perform his/her duties without extraordinary accommodation; and that his/her return to duty will not jeopardize the health or safety of other employees.

23.10 When an employee uses sick leave due to illness or injury in the employee's immediate family, "immediate family" shall be defined to only include the employee's spouse, children, and step-children and parents the employee cares for. When the use of sick leave is due to death in the employee's immediate family, "immediate family" shall be defined to only include the employee's parents, step-parents, spouse, child, step-child, brother or sister.

23.11 At the time of separation from employment with this Employer, an employee (or his estate if he dies before retirement) who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, shall be entitled to receive a cash payment at his hourly rate of pay at the time of retirement in accordance with the following schedule:

| <u>For Employees Hired on or before December 31, 2012</u> | | <u>For employees Hired After December 31, 2012</u> |
|---|-----|--|
| First 960 hours | 25% | 25% the value of 960 hours |
| Second 960 hours | 50% | |
| Over 1,920 hours, all sick leave | 50% | |

The accumulated sick time shall be paid at the employee's regular rate of pay at the time of his/her retirement or death before retirement.

In order to secure the payment of unused sick time according to the schedule described in this Section, the employee shall be required to notify the Police Chief and the Safety Director of the employee's intention to retire. The notice must be given at least thirty (30) calendar days in advance of the projected retirement date. Any such payment of sick leave pursuant to this paragraph shall eliminate all of the employee's accrued but unused sick leave.

23.12 An employee who becomes sick or is injured while he/she is using already-scheduled vacation or Holivac time may not change the scheduled vacation or Holivac to sick leave; except that, if the Chief of Police approves such change. Requests for such change must be made to the Chief of Police within three (3) days after the illness or injury occurs, or as soon as is practicable after that.

23.13 An employee who sustains an injury while on duty with the Employer, or who contracts a disease recognized as compensable by the Ohio Bureau of Workers Compensation rules, shall be paid through the use of sick leave at full rate for the maximum period allowable for total temporary disability under Ohio statute. That period during which sick leave may be used beyond the allowable maximum limit for Workers Compensation payment can be extended by Ordinance passed by City Council if the Chief of Police and the Safety Director recommend the extension.

Sick leave paid in this circumstance shall be restored to the number the employee had accumulated on the date of the injury or diagnosis of the disease, provided that the employee appropriately pursues application for Workers' Compensation benefits. If the employee receives funds as the result of any award from Workers' Compensation, the employee is required to reimburse the Employer for the amount paid to the employee while he/she was off work during the term of the duty-related injury or illness.

ARTICLE 24 FAMILY MEDICAL LEAVE ACT

24.01 The parties agree to be bound by the provisions of the Family Medical Leave Act of 1993, and as described in this Article.

24.02 If an employee takes paid or unpaid leave for any of the reasons described in this Section, the time used during any such leave shall be computed as part of the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first time any such leave was used.

Health conditions triggering entitlement to FMLA coverage:

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The employee's adoption or placement for foster care of a child;
- c. Caring for a spouse, son, daughter, or parent with a serious health condition; and,
- d. A serious health condition that makes the employee unable to perform the functions of his/her job.

24.03 If any policy of the Employer confers more health care leave, funeral leave, leave of absence, and like benefits than the minima described in the Family Medical Leave Act, the more generous Employer policy would prevail.

24.04 No employee shall lose seniority during paid time off charged to FMLA leave. Unpaid time off of any kind shall not accrue seniority.

24.05 An employee who seeks to use FMLA leave shall be required to submit an FMLA request thirty (30) calendar days in advance, or as soon as practicable after the event giving rise to the leave request occurs. If possible, the request should be made by means of U.S. Department of Labor Form WH380. In any case, request for FMLA leave should be in writing as soon as possible after the need to use FMLA leave becomes apparent.

24.06 An employee's sick leave that extends beyond four (4) workweeks shall trigger the requirement that the employee complete the appropriate FMLA leave request forms within a reasonable time.

24.07 An employee on FMLA leave shall be required to renew his/her request for FMLA leave every thirty (30) calendar days.

24.08 Leave for the birth, adoption, or foster placement of a child with the employee may not be taken on intermittent or reduced schedule.

24.09 An employee on FMLA leave shall be obligated to pay the employee's share of Employer-provided health care premiums, if any, three (3) calendar days prior to the first regular pay day of each month.

The Employer shall cease to pay its share of the premium if the employee's payment is more than thirty (30) calendar days late.

ARTICLE 25 BEREAVEMENT LEAVE

25.01 In the event of a death in an employee's immediate family, the employee shall be granted up to three (3) workdays from the date of death to the funeral without loss of pay, vacation or holivac, or accumulated sick leave. Should notification of death be received during working hours, the employee shall also receive, with the consent of his/her immediate supervisor, the balance of that shift off, without loss of pay, vacation or holivac, or accumulated sick leave, in addition to the funeral leave.

25.02 The Union acknowledges that funeral leave will be granted for the purpose of permitting the employee to attend the funeral and to take care of any related matters.

25.03 For purposes of this Article, "immediate family" shall be defined as spouse, natural child, adopted child, step-child, parents, step-parent, siblings, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchildren of the employee.

25.04 In the event of a death of a member of the employee's extended family occurs, the employee shall be granted one (1) workday without loss of pay for the purpose of attending the funeral, which shall be deducted from the employee's sick leave bank. For the purposes of this paragraph, "extended family" shall be defined to include the employee's aunt, uncle, cousin, and grandparent-in-law.

ARTICLE 26 HOLIDAYS AND VACATIONS - HOLIVAC

26.01 Each employee shall accrue annual vacation and holiday leave on an hourly basis according to the following schedule, known as "Holivac":

| <u>Completed Years of Service</u> | <u>City Holidays Per Year</u> | <u>Earned vacation Per Year</u> | <u>Holivac per year Days/Hours</u> | <u>Holivac Pay pd.</u> |
|-----------------------------------|-------------------------------|---------------------------------|------------------------------------|------------------------|
| 0 | 11 | 0 | 11 (88) | 3.384 |
| 1-7 | 11 | 10 | 21 (168) | 6.462 |

| | | | | |
|------------|----|----|----------|--------|
| 8-14 | 11 | 15 | 26 (208) | 8.000 |
| 15-21 | 11 | 20 | 31 (248) | 9.538 |
| 22 or more | 11 | 25 | 36 (288) | 11.076 |

Each employee shall be awarded an additional eight (8) hours' Holivac each January 1st during the term of this Agreement.

26.02 Each employee who is assigned to the "4-10" plan shall accrue annual vacation and holiday leave on an hourly basis according to the following schedule, known as "Holivac:"

| <u>Completed Years of Service</u> | <u>City Holidays Per Year</u> | <u>Earned vacation Per Year</u> | <u>Holivac per year Days/Hours</u> | <u>Holivac Pay pd.</u> |
|-----------------------------------|-------------------------------|---------------------------------|------------------------------------|------------------------|
| 0 | 11 | 0 | 11 (110) | 4.231 |
| 1-7 | 11 | 8 | 19 (190) | 7.308 |
| 8-14 | 11 | 12 | 23 (230) | 8.846 |
| 15-21 | 11 | 16 | 27 (270) | 10.385 |
| 22 or more | 11 | 20 | 31 (310) | 11.923 |

Each employee assigned on the "4-10" plan shall be awarded an additional eight (8) hours Holivac each January 1 during the term of this Agreement.

26.03 All Holivac hours must be earned before being used.

26.04 The Union and the Chief of Police shall determine the Holivac schedule applicable to employees. Upon approval of the Chief or designee, detectives shall not be required to use Holivac on dates the courts are closed, provided that no overtime cost is incurred on these days.

26.05 An employee can choose to use his/her Holivac hours when he/she has exhausted his/her sick and vacation leave during a leave of absence from work due to illness or injury, but will not be required to do so.

26.06 An employee discharged for cause, other than lack of work or abolishment of job, shall not be entitled to any payment as consideration for accumulated Holivac. Any employee, who leaves the employ of the Employer for reasons other than discipline, shall be paid equal to his/her regular base rate of pay for each accumulated Holivac hour.

26.07 An employee required to work on Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and July 4th, shall receive an additional one-half (1/2) times his/her regular base rate of pay for all hours actually worked in a normal shift schedule.

26.08 An employee who works on the days listed in 26.07 of this Agreement shall be compensated at the rate of double time his/her regular base rate of pay for all hours actually worked in excess of a normal shift schedule.

26.09 An employee who has unused Holivac leave to his/her credit may accumulate up to three (3) years' credit. An employee shall forfeit his/her right to use or be paid for any Holivac leave to his/her credit which is in excess of the accrual for three (3) years. Excess leave shall be eliminated from the employee's leave balance in the pay period in which the Holivac anniversary date occurs. The Chief Police or his designee and the Safety Director shall approve exceptions to this provision upon a written request from the employee, stating the reasons for requesting such exception. Any employee may cash in accumulated Holivac leave up to 40 hours in June, and 40 hours in December of each year of this Agreement.

ARTICLE 27 LIFE INSURANCE

27.01 The Employer shall furnish a policy of term life insurance in the minimum amount of one hundred thousand (\$100,000.00) dollars per member of the bargaining unit, to insure the life of each bargaining unit member, reserving the right of each insured employee to designate the beneficiary of the insurance on his/her life. The term life insurance shall include "accidental double indemnity" coverage, and become effective as soon as practical after the bargaining unit member has begun his/her employment with the City of Findlay Police Department.

ARTICLE 28 MEDICAL INSURANCE

28.01 The Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth herein. Employer agrees to provide employees with the option of selecting coverage from a "Core" plan or a "High Deductible Plan" (HDHP) which is accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure providing the coverage is comparable.

28.02 Effective January 1, 2013, the monthly premium cost of hospitalization and health insurance, regardless of plan selection or coverage tier, shall be shared on the following basis: Employer's share, ninety (90%) percent, employees share ten 10% (percent).

28.03 Except as otherwise provided herein, effective January 1, 2014, the maximum monthly premium cost of hospitalization and health insurance for the HDHP shall be shared as follows: Employer share, ninety (90%) percent, employee's share, ten (10%) percent.

Employees hired prior to January 1, 2013, may choose to enroll in either the HDHP or the Core Plan. The Employer will contribute the same total premium dollar amount for the HDHP, represented by the forgoing percentages, toward the total premium cost of the Core Plan. The employee will be responsible for paying the total cost of the Core Plan premium less the amount that the Employer contributes toward the HDHP premium if he chooses to enroll in the Core Plan. The Employer shall make a contribution to the health savings account of an employee who elects coverage under the HDHP Plan, minimum Employer contribution amounts to be equal to or greater than current practice through 2014.

Employees hired on or after January 1, 2013 may only choose to enroll in the "High Deductible Plan" (HDHP), which is accompanied by a health savings account. Employees hired after January 1, 2013 are not eligible to enroll in the "Core" health care plan.

In order to continue to qualify for the ten (10%) percent premium contribution limit, employees must participate in the Employer's Wellness program in 2014 and 2015. If an employee does not participate, then the Employer's share of premium contribution for the HDHP shall be eighty (80%) percent, not ninety (90%) percent and the employee's share shall be twenty (20%) percent, rather than ten (10%) percent. The Insurance Committee will be responsible for developing participation criteria for earning the lower premium contributions. The developing of Wellness Program participation criteria shall encourage and reward healthy behavior and goal setting. For 2014, the only Wellness Program participation requirements will be to attend an annual enrollment meeting and to complete baseline testing on or before December 31, 2013.

28.04 In the event health insurance costs increase by more than twelve (12%) percent, Employer reserves the right to make plan design changes to lower the overall increased cost of the plan to twelve (12%) percent. Employer will be required to share any proposed changes with the Insurance Committee and seek input from the Insurance Committee prior to implementing any changes.

28.05 Effective January 1, 2013 through the remainder of this Agreement, employees will contribute the cost of the optional dental program, if they elect the coverage, as follows: Employer's share, ninety (90%) percent, employee's share, ten (10%) percent.

28.06 Effective January 1, 2014, employee spouses are required to use the health benefits provided through their employer as their primary coverage. On an annual basis, for employees enrolling in family coverage, the employee and the spouse's employer will be required to sign a spousal form indicating whether his/her spouse has access to health insurance coverage. Failure to complete the spousal form will result in the termination of the employee's eligibility for family coverage for the calendar year. If the spouse's monthly premium for employee-only coverage through his/her employer exceeds sixty (60%) percent of the total monthly premium of the City of Findlay's Core Plan for single coverage, then the spouse may remain on the Employer's plan at no additional cost, therefore paying the standard family rate.

28.07 The employee's share of the cost of providing hospital/medical, dental or vision coverage shall be deducted from the payroll of each participating employee.

28.08 An eligible employee's coverage under this Plan shall become effective on the date the employee has completed the Waiting Period under the plan provided he agrees to make a required contribution and makes written application to the Plan Administrator for coverage within thirty-one (31) days of that date. Coverage provided under the plan for covered employees shall be in accordance with the employee's eligibility, effective date and termination provisions included herein and coverage classification (if any) under the plan. All coverage under the plan shall begin at 12:01 a.m. standard time on the date such coverage is effective.

Coverage effective first of the month following or coincident with completion of a thirty (30) day waiting period.

28.09 The Health Insurance Committee shall be comprised of thirteen (13) members consisting of two (2) representatives each from the Police Department, Fire Department and Sewer Maintenance unions, six (6) representatives from the non-union departments, and one (1) representative of the Employer. The Mayor, City Auditor and/or other administrator of the Employer health care plan shall serve as ex officio members of the committee but shall not enjoy or exercise voting rights. In addition, Employer retains the right to invite advisory personnel to participate in all meetings for informational purposes only.

The function of the committee will be to conduct regular meetings aimed at discussing the function, cost and financial condition of the health care plan. Whenever changes to the health care plan are dictated due to an increase in health insurance costs of more than twelve (12%) percent, Section 28.04 shall control. Whenever changes to the health care plan are otherwise warranted or necessitated, the committee shall vote on which changes and/or provision(s) shall be implemented to achieve the desired effect.

A majority vote shall bind all employees/Unions. In the event that the committee cannot reach a majority vote after further discussion and consideration of said plan changes, then in that event only the proposed changes receiving a plurality of votes shall be considered and the plan receiving a majority of those votes shall bind all employees/Unions. In no event shall a plan change adopted by the committee impose a different effect or outcome on any single employee or group of employees.

28.10 Employer agrees that if it provides a health insurance plan to any other bargaining unit or non-union employee which health insurance plan is more favorable or beneficial to said employees than the health insurance plan agreed to herein, that Employer will prospectively apply the more favorable or beneficial aspects of that health insurance plan to this bargaining unit.

ARTICLE 29 UNIFORMS

29.01 The Employer shall designate the type, style, and kind of uniforms and shoes or boots to be worn by employees. The Employer shall establish a minimum number of pieces of each component of the issued uniform and equipment. When a piece of equipment or uniform is worn or in disrepair, the employee shall show the item to his/her immediate supervisor and request that a new item be issued. The old item, at the option of the Employer, may be turned back in.

29.02 Employees shall be responsible for cleaning, minor repairs and maintenance of uniforms issued.

29.03 Issued uniforms may be worn to and from work, while on duty, and for any off duty employment, but only when the off-duty employment has been authorized by the Chief of Police.

29.04 Employees assigned to the Patrol Division shall be furnished with five (5) summer and winter shirts and trousers each. The Employer agrees to furnish each bargaining unit member with foul weather gear during the term of this Agreement. When a piece of foul weather equipment is worn or in disrepair, the employee shall show the item to his/her immediate supervisor and request that a new item be issued. The old item, at the option of the Employer, may be turned back in.

29.05 Pursuant to Article 15 of this Agreement, matters regarding uniforms may be placed on the agenda for future Labor-Management Committee meetings, whenever either party believes the discussion of uniforms to be appropriate or timely.

29.06 Employees serving in plain-clothes assignments shall be paid an allotment for the clothing worn while working in this assignment. Employees newly assigned to the plain-clothes assignment shall be allotted three hundred fifty (\$350.00) dollars at the beginning of the assignment and three hundred fifty (\$350.00) dollars after having served in the plain-clothes assignment for six (6) months. An employee who has served in the plain-clothes assignment for at least one year shall be allotted seven hundred (\$700.00) dollars per year for civilian clothing. The plainclothes allotment shall be paid during the first pay period of February in each year of this Agreement. 29.07 The Employer agrees to furnish each employee in the Uniform division footwear totaling one hundred fifty (\$150.00) dollars prior to the first pay period of July in each year of this Agreement. Employees serving in plain-clothes assignments shall be reimbursed up to one hundred fifty (\$150.00) dollars for footwear in each year of the Agreement. Said reimbursement for employees in plain-clothes assignments will be paid prior to the first pay period in July.

The Employer agrees to purchase soft body armor specified by the Labor-Management Committee. The Employer shall purchase the body armor from a supplier of its choice. Employees are required to wear soft body armor while on duty in compliance with applicable U.S. Department of Justice guidelines or regulations. The Employer agrees to replace the body armor in accordance with the manufacturer's recommendations.

ARTICLE 30

CLEAN UP TIME

30.01 An employee may, at his/her option, be excused early or toward the end of his/her work shift when necessary, to clean up due to duty-related activity.

30.02 An employee exercising this option must first obtain the permission of his/her immediate supervisor. Overtime used pursuant to this Article is subject to the advance approval of the Chief of Police or his designee.

ARTICLE 31

OVERTIME PAY AND COMPENSATORY TIME

31.01 An employee who works more than forty (40) hours in any calendar week shall be paid for the extra hours at one and one-half (1 ½) times the Sergeant regular hourly rate of pay.

31.02 An employee who is eligible for overtime may take compensatory time ("Comp Time") instead of overtime pay for overtime work. The compensatory time shall be allotted in the same way as is overtime pay (time-and-a-half). Any employee may cash in accumulated compensatory time up to forty (40) hours total in June and forty (40) hours in December in each year of the Agreement. The Employer will provide for a Comp Time conversion form for cash-in purposes. When an employee retires or voluntarily leaves the Employer's employ, unused accumulated compensatory time shall be paid as cash. An employee may accumulate up to one-hundred sixty (160) hours of Comp Time.

31.03 Comp Time may be used in units of no less than one (1) hour, and may be used at any time; providing that the employee submit a Comp Time request reasonably in advance of its use; and provided that there is sufficient staffing, as the Chief of Police determines. Comp Time used shall be considered as time worked in the computation of overtime. Comp Time off requests that are denied shall be denied in writing.

31.04 As much as practical, approval of Comp Time shall be granted on a first come, first served basis. If two (2) or more requests for the same time period are submitted, seniority shall prevail, when practical, as determined by the Chief of Police, based on Department needs.

31.05 Overtime allotted under this Article shall be scheduled or granted on the approval of the Chief of Police or his designee.

31.06 Notification and approval of all off duty jobs shall continue according to practice. Off duty, third party work will be contracted directly between the employee and the contracting party. Such work will not be paid by the Employer.

31.07 Approved, paid leave time shall be considered as time worked in the computation of overtime.

ARTICLE 32

CALL-IN PAY

32.01 Any employee who is called in to work during off-duty hours; or who is required to appear in court or to appear before the Prosecutor at a time when the employee is not on duty, shall be paid at least three (3) hours at one and one-half (1 ½) times his/her regular hourly rate of pay. No hours worked or paid under this provision shall be counted as hours worked as part of the employee's regular forty (40) hour workweek. An employee invoking this Section must have worked forty (40) hours, as scheduled, to be eligible for such call-in pay.

32.02 There shall be no duplication of overtime during the same three (3) hour call in period.

ARTICLE 33

OFFICER IN CHARGE/WORKING OUT OF CLASSIFICATION

33.01 The Employer and the Union agree that an employee who is a designated Officer in Charge (OIC) of a shift or Division, and who acts as Lieutenant, for any reason, shall be paid at the same hourly rate as an entry-level Lieutenant while acting as OIC. An employee acting as

OIC shall not be subject to any waiting period or time in assignment to be paid at the entry-level Lieutenant rate; that is, an employee designated as OIC or other acting Command Officer is to be paid at the entry hourly rate of the rank in which the Officer is acting.

33.02 Authority to make appointments to acting positions shall be exclusively that of the Chief of Police or his designee. The Chief or his designee may, but is not required to, consider seniority with the Police Department when making appointments to acting positions, but may appoint a less senior person.

33.03 Except as provided in §33.04 of this Agreement, in any period of time during a regular scheduled overlap of two (2) different shifts, there shall be no duplication of working out of classification.

33.04 When two (2) Sergeants are scheduled to be on duty, and one Sergeant is absent, in every case, there shall be a minimum of one person in command as Sergeant or acting Sergeant for each shift.

33.05 When two (2) Sergeants are scheduled to be on duty, and both are absent, and if shift staffing falls below minimum levels, the Employer shall first contact off-duty Sergeants and give them the opportunity to fill the vacancy. In the event that no off-duty Sergeant accepts the opportunity to fill the vacancy, then the vacancy shall be filled first by offering the opportunity to the most senior non-command Officer on duty. If that Officer declines the opportunity to fill the vacancy for the duration of the shift, then the next most senior on-duty Officer shall be offered the opportunity to fill the vacancy for the duration of the shift. If that Officer declines the opportunity, then the process of asking the next most senior Officer shall be followed until an on-duty Officer accepts. The minimum staffing level would be met through call-in procedures pursuant to this Article and Article 31 of this Agreement.

ARTICLE 34 LONGEVITY

34.01 Each employee who has completed eight (8) years through fourteen (14) years of continuous service with the City of Findlay shall receive a longevity of ninety (90¢) cents per hour.

34.02 Each employee who has completed fifteen (15) through nineteen (19) years of continuous service with the Employer shall receive a longevity payment pursuant of one dollar and fifteen cents (\$1.15) per hour.

34.03 Each employee who has completed twenty (20) through twenty-four (24) years of continuous service with the Employer shall receive a longevity payment of one dollar and forty cents (\$1.40) per hour.

34.04 Each employee who has completed twenty-five (25) years or more of continuous service with the City of Findlay shall receive a longevity payment of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 35

WAGE SCHEDULE

35.01 Effective at the beginning of the first full payroll period in January, 2013, through December 31, 2014, all employees shall be paid a base hourly rate according to the following schedule:

| | |
|-------------------------------------|---------|
| During 1 st year in rank | \$28.83 |
| After 1 st year in rank | \$30.72 |

35.02 Service time with the Employer shall be carried with the employee when transferring between Departments, except that no service time in any other Department shall apply to the Police Department, for the consideration of wage rates, in the position of sworn Police Officer for new employees in the Police Department after January 1, 1981.

35.03 New employees hired after January 1, 1981, by the Police Department in the position of sworn Police Officer, may receive service credit for wage consideration for previous employment with full-time, paid Police Departments which are determined to be equal to the Findlay Police Department in training and experience. Application for previous service credit must be made to the Chief within thirty (30) days after date of hire.

| <u>Years' Experience</u> | <u>Service Credit</u> |
|--------------------------|-----------------------|
| 5 or more | 2 years |
| 2, 3, or 4 | 1 year |
| 1 | 0 |

35.04 **Educational incentive allotment:** An employee who has earned a Police Science, Law Enforcement, Criminal Justice, Public Administration or other degree approved by the Chief of Police and Safety Director shall be paid, in the first pay period in July, the following allotment:

| | |
|----------------------|-------|
| Associate's degree | \$250 |
| Baccalaureate degree | \$500 |
| Master's degree | \$750 |

Employees shall be paid only the single allotment amount corresponding with the highest degree earned. No compounding of allotment will be permitted.

35.05 An employee who actually works the afternoon shift (majority of work hours between 1759 and 2400) or the night shift (majority of work hours between 2300 and 0700), shall be paid an additional sixty (60¢) cents or thirty (30¢) cent per hour, respectively, effective July 1, 2011.

35.06 Any employee assigned by the Employer as a canine handler will work the same number of hours as the other Officers assigned to the canine handler's shift. As a stipend for the care of the canine unit, each canine handler will receive three hundred (\$300.00) dollars per pay period,

to be paid with each paycheck. The stipend amount will not be included with base pay for purposes of calculating overtime pay.

35.07 Effective October 1, 2014, this Agreement may be reopened by either party for the purpose of negotiating rates of pay, longevity and health insurance for the 2015 calendar year.

ARTICLE 36 SUBSTANCE TESTING AND ASSISTANCE

36.01 All employees are subject to drug and alcohol testing pursuant to the policy, which is attached to this Agreement, and is incorporated as part of this Agreement by reference to the attached Substance Abuse Testing policy statement.

36.02 Additionally, all employees are also subject to random drug testing up to three (3) times per year.

ARTICLE 37 HEADINGS

37.01 The parties agree that the use of headings before Articles is for convenience only; and that no heading shall be used in the interpretation of any Article, or affect interpretation of any Article.

ARTICLE 38 GENDER-NEUTRAL PRONOUNS AND PLURALS

38.01 Unless a specific named person is referred to in this Agreement, every pronoun, singular and plural, shall be gender-neutral.

38.02 Interchangeable use of the singular and the plural shall not be construed as excluding any one person or class of persons. The use of the singular and the plural is for grammatical purposes only; and any reference to persons is intended to include all members of the bargaining unit.

ARTICLE 39 DISCIPLINE

39.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

39.02 Employees shall have the following rights:

- a. Representation by a Union representative and/or Union attorney at each step of the disciplinary procedure.
- b. Freedom from coercion, intimidation, or reprisal, either directly or indirectly, by the Employer as the result of the exercise of his/her rights under this procedure.

39.03 An employee may resign after being served with a Notice of Discipline. The Employer's Rules and Regulations concerning resignations controls in this event, following which the employee shall be terminated from his/her position with the Employer.

39.04 Whenever, after an initial investigation, the employer has reason to believe that a non-probationary employee may have committed one or more offenses that could result in either a fine, suspension, a demotion, or a removal from employment with the City, the employer shall schedule a predisciplinary conference to provide the employee the opportunity to respond to such allegations.

39.05 Prior to the predisciplinary conference, the employer will provide the employee notice of the alleged offense(s) and the date and time the predisciplinary conference will begin.

- A. At the predisciplinary conference, the employer will provide the employee with a brief explanation of the evidence supporting the allegation(s) of misconduct.
- B. The employee will be given an opportunity to respond to such charge.
- C. Upon request, the employee will be permitted to have his/her union representative and/or union attorney present at the predisciplinary conference.
- D. No recording device or stenographic or other record shall be made of any meeting between the employer and an employee and/or employee's union representative without the advance approval of the employer and the knowledge of all parties in said meeting. If the employer authorizes a recording or transcript of the meeting and the union desires a copy, the employer shall provide a copy of the recording or transcript and the cost of such shall be shared equally by the parties.

39.06 Within a reasonable period of time following the conclusion of the predisciplinary conference, the employer will determine what, if any, disciplinary action is warranted.

39.07 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed, and the penalty, shall be specified in the written Notice of Discipline. The Notice shall be served on the employee and union representative. After the Notice of Discipline, the employee may choose to accept the proposed discipline, or to appeal by filing a grievance with the Safety Director, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within ten (10) working days after the employee has received the Notice of Discipline. All subsequent filings or appeals shall be made pursuant to the time limits contained in the Grievance Procedure.

39.08 Except as provided in 16.05 of this Agreement, discipline shall not be implemented until the Safety Director renders a decision after a pre-deprivation hearing or Step 2 grievance appeal.

39.09 The Notice of Discipline served on the employee shall be accompanied by written statement that:

- a. The employee has the right to object by filing a grievance within ten (10) working days after-receipt of the Notice of Discipline, but the time limit excludes vacation, Holivac, and sick leave.
- b. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step.
- c. The employee is entitled to representation by a Union representative and/or Union-designated attorney at every step of the proceeding.

39.10 If a grievance is filed and pursued within the time frames provided in this Article, no penalty can be implemented until the appeal is answered at Step 2 by the Safety Director.

39.11 A failure to submit an appeal within the time limits described at §39.07 of this Article shall be construed as acquiescence in the disciplinary action by the affected employee and the Union.

39.12 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative and/or a Union-designated attorney as a representative, or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties as to that specific matter. The Union shall be notified of all settlements.

39.13 An employee may be placed on paid administrative leave at any time during the disciplinary process if the Employer, at his/her sole discretion, determines that such suspension is in the best interests of the Employer. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

39.14 The Union, on behalf of all employees covered by this Agreement, and on its own behalf, hereby waives any and all rights to the Safety Director's Inquiry, previously possessed by such employees, or to appeal any form of disciplinary action (e.g. suspensions, demotions or discharge) to the City of Findlay Civil Service Commission. It is the intent of the parties that this disciplinary process be considered to specifically supersede and replace for all bargaining unit employees any statutory appeal process contained in the Ohio Revised Code, including, but not limited to the process contained in R.C. 124.34 and any process contained in the City of Findlay Civil Service Commission Rules and Regulations pertaining to disciplinary appeals.

ARTICLE 40 GRIEVANCE PROCEDURE

40.01 The Grievance Procedure hereby establishes a plan for the fair and orderly adjustment of employee grievances. A grievance occurs when an employee perceives a violation in the application of this Agreement. The employee cannot grieve the Agreement itself, only its administration, interpretation, application, or enforcement.

40.02 The grievance procedure has specific steps and time limitations. If the steps are not followed, or if the grievance is not brought or does not proceed within the stated time limits, the

grievance shall be considered void. If the grievance is not responded to within the specified time limits, it shall move to the next step. Time limits exclude vacation, Holivac, and sick leave. Time limits may be extended, or steps waived, by mutual consent of the parties, in writing. For purposes of this Article, a "working day" is defined as a calendar day, but excludes Saturdays, Sundays, or City holidays.

40.03 An employee and his/her Union representative(s) shall be allowed time off from regular duties, with pay, for attendance at meetings scheduled pursuant to the Grievance Procedure, with prior approval of the Chief of Police. The Chief shall grant approval for time off with pay to attend to Union business if the approval can reasonably be given, taking into account emergent circumstances and staffing levels.

40.04 All grievances shall be administered according to the following procedure:

Step 1:

The employee must submit a written grievance to the Chief of Police within 10 working days after the event(s) giving rise to the grievance has/have occurred.

The written grievance must contain:

- a. A statement of the nature of the grievance.
- b. The provision(s) of this Agreement alleged to have been violated.
- c. The time, date, and place of the claimed violation(s).
- d. The employee's proposed fair solution to the grievance.
- e. The employee's signature and date of submission.

When two (2) or more employees believe that a violation has occurred, one grievance may be written for the affected employees. At least one (1) affected member of the bargaining unit shall sign the grievance and shall attach a list of all additional affected employees to the grievance.

40.05 The Chief of Police shall respond to the grievance, in writing, within ten (10) working days after having received the grievance. The Chief's written response shall:

- a. Agree with or deny, in whole or in part, the assertions upon which the grievance is based.
- b. Include a proposed remedy or adjustment, if any is to be made. A time limit in which the remedy shall be completed must be stated.

- c. Include the Chief's signature and date of reply.

Step 2:

If a grievance is not settled at Step 1, the aggrieved party may, within ten (10) working days after having received the Chiefs answer, submit copies of the written grievance to the Safety Director. The submission at Step 2 shall include a typed cover letter, signed by the grievant, identifying the submission as a Step 2 grievance. The Safety Director may make any additional investigation either might deem necessary. The Safety Director shall schedule a grievance meeting within ten (10) working days after the grievance at Step 2.

If the Step 2 grievance concerns proposed disciplinary action, the typed cover letter to the Safety Director must indicate that the issue at Step 2 is discipline. Submission shall include any documents related to the incident giving rise to disciplinary review. The Safety Director may make any additional investigation either might deem necessary. The Safety Director shall schedule a Step 2 meeting within ten (10) working days after having received the Step 2 appeal. The Safety Director shall issue a response to the employee within ten (10) working days after the Step 2 grievance meeting.

If the grievance is not settled at Step 2, it may be submitted to arbitration pursuant to the Arbitration Procedure described at Article 41 of this Agreement.

40.06 Oral and written disciplinary reprimands may be grieved and appealed to the Safety Director or his/her designee, but shall not be arbitrable.

ARTICLE 41

ARBITRATION PROCEDURE

41.01 If a grievance is not resolved at Step 2 of the Grievance Procedure; and unless the parties by mutual agreement waive the time limits for processing grievances described at Article 40 of this Agreement, then within 10 working days after the Step 2 decision, the Union may submit the grievance to arbitration.

41.02 Within the ten (10) day period stated in 41.01 of this Agreement, the parties shall meet to select an arbitrator from the panel of arbitrators set forth below. The parties shall select an arbitrator by rotation on a case by case basis.

41.03 The arbitrator shall have no power or authority to add to, subtract from, or in any other manner alter the specific terms of this Agreement; nor to make any award requiring the commission of any act prohibited by law; nor to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

41.04 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties. This provision does permit the arbitrator to consider at the same hearing companion grievances that share the same issue.

41.05 The hearing(s) shall be conducted pursuant to the *Rules of Voluntary Arbitration* of the American Arbitration Association, in the edition current at the time of the hearing.

41.06 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. Split awards shall result in the costs being split equally. 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; except that the parties may choose to share the costs associated with recording and producing a transcript of the proceedings, either electronically or by means of employing a court reporter.

The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. Any bargaining unit member who is called as a witness shall not lose pay or any benefits to the extent that such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

41.07 The arbitrator's decision and award shall be in writing and delivered within 30 calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

41.08 There is hereby created a panel of arbitrators consisting of: 1) Anna Duval Smith; 2) Jonathan Klein; 3) James Mancini; 4) John Weisheit; and 5) Charles Kohler.

ARTICLE 42 DELAYED RETIREMENT OPTION PROGRAM

42.01 The parties agree that Ohio Police and Fire Pension Fund Deferred Retirement Option Plan (hereinafter "DROP"), established pursuant to §§ 742.42, 742.44, 742.441, 742.443, 742.444, 742.445, 742.446, and 742.447 of the Ohio Revised Code, shall be available to any employee who wishes to participate, and shall be governed by the Rules established by the Pension Fund. There shall be no changes in the terms and conditions of employment for officers who elect to participate in DROP.

ARTICLE 43 TRAINING

43.01 The Employer and the Union shall make a concerted effort to improve Police Department in-service training.

43.02 The Employer and the Union recognize three (3) tiers of in-service training:

- a. Voluntary optional training - that which an employee obtains outside of his/her work hours, not on Employer time or at Employer expense, from providers and at sites apart from the Police Department.

- b. Mandatory in-service training - that which the Employer or the State of Ohio requires to maintain certification as a peace officer or to enhance an Officer's skills, or to train Officers in new skills.
- c. Job-specific in-service training - that which the Employer offers to employees to acquire specialized job- or assignment-specific skills, which are required of employees when assigned to specialized operations or tasks, and which involve instruction beyond that offered to all employees in mandatory in-service training.

43.03 The Employer agrees to offer mandatory in-service training and job-specific in-service training on Employer time and at Employer expense. Any employee may request voluntary optional training opportunities. In the Chief's sole discretion, the requesting employee might be granted permission to attend voluntary-optional in-service training while on duty; and the Officer's fees, mileage, and expenses, or a portion of them, may be paid by the Employer, if the Chief decides that it is in the Employer's interest to do so.

43.04 The Employer and the Union agree that, if an employee has obtained specialized job-specific in-service training; or if an employee has such specialized job-specific training when he/she is hired by the Employer, the Employer has no obligation to maintain the employee's certification, or to offer training in order for the employee to receive specialized training, unless the employee is, at the time he/she requests such training, assigned to a specialized Unit or assignment which requires such job specific training, notwithstanding the general prohibition in this Section, if the Chief believes that it is in the Employer's interest to do so.

43.05 The Employer agrees to designate a specifically-trained sworn Officer as Training Coordinator.

ARTICLE 44 RESIDENCY REQUIREMENT

44.01 Within six (6) months after date of hire, every employee of the Police Department is required to establish physical residence in Hancock County or in any county contiguous to it. Every employee of the Police Department must maintain physical residence in Hancock County or any county contiguous to it throughout the term of his/her employment with the Police Department.

44.02 The Chief of Police and the Safety Director shall determine whether to grant any exception to the residency requirement, or extension of time to comply with it, upon written request of the employee seeking the exception or extension.

44.03 For purposes of this Article, "physical residence" shall be defined as the place where the employee actually lives and sleeps, and the place considered to be the employee's usual home or domicile. The term, "physical residence", does not mean only a mailing address or telephone forwarding or answering site.

44.04 Every employee of the Police Department must have a form of telephone service.

44.05 Every employee of the Police Department is required to inform the Chief of Police and the City Auditor whenever the employee changes his/her residence address or telephone number.

ARTICLE 45 CONFORMITY TO LAW

45.01 This Agreement shall be subject to and subordinated to any present and future federal and applicable state laws; and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

45.02 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision had not been included in this Agreement.

ARTICLE 46 APPENDICES AND AMENDMENTS

46.01 All appendices and amendments to this Agreement shall be reduced to writing, dated, and signed by the parties to this Agreement; and shall be subject to the provisions of this Agreement, unless the amendment(s) specifically supersedes existing terms of this Agreement.

ARTICLE 47 TOTAL AGREEMENT

47.01 This Agreement represents the entire agreement between the Employer and the Union; and unless specifically and expressly modified by the provisions of this Agreement, all rules, regulations, benefits and practices of the Employer, which were previously and are currently in effect, may be modified or discontinued at the sole discretion of the Employer; provided that the Employer gives the Union fourteen (14) calendar days' advance notice, except in emergency situations.

ARTICLE 48 DURATION

48.01 This Agreement shall become effective January 1, 2013, with the exception of any Sections of this Agreement which have a specific time span; and shall continue in full force and effect, along with any amendments made and annexed hereto, until 12 o'clock midnight, December 31, 2015.

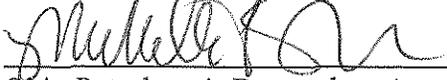
ARTICLE 49

EXECUTION

50.01 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 9th day of October, 2013.

FOR THE UNION:


Ohio Patrolmen's Benevolent Association

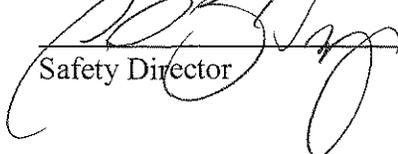

Ohio Patrolmen's Benevolent Association

Ohio Patrolmen's Benevolent Association

Labor\Findlay\Sergeants - 2015 - FINAL

FOR THE EMPLOYER:


Mayor


Safety Director