



12-MED-09-0884
1026-03
K30453
01/22/2014

An

AGREEMENT

between

THE CITY OF FINDLAY, OHIO

and the

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(DISPATCHERS)

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 Dispatcher, 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.

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 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.

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 Employer shall make the deduction from the next paycheck, providing that the employee will be working during that subsequent period.

7.02 The Employer 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 hired 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 City 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

ARTICLE 12

PROBATIONARY PERIOD

12.01 All newly hired employees shall be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or to discharge such employee(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.

12.02 If any employee is discharged or resigns while on probation, and is later rehired, the employee shall be considered a new employee, and shall be subject to the provisions of §12.01 of this Article.

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, the Employer agrees to allow employees to vote on shift rotation length, not to exceed six (6) months. Employees shall be allowed to select their respective shifts by bid, by seniority; except that, no employee may serve on the same shift for more than twelve (12) consecutive months without the express approval of the Chief of Police, which may be granted or denied at the Chief's sole discretion; and the Employer reserves the right to assign certain employees to certain shifts, notwithstanding their bids or seniority. Such selection shall be made in April and November of each year, with the selections becoming effective the first day of the first full pay period in June and January, respectively.

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 City 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 City 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 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) business 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;
- g. Training matters; and,
- h. Proposed changes in Rules and Regulations.

15.03 Employee representatives attending Labor-Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' 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, HEALTH, and 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 Employer 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 employees' 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 38-40 of this

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, providing there has been no intervening disciplinary action taken against the employee.

Memorandum of Discipline	Not considered after
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 (1) 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 38 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 not necessarily five (5) consecutive days) in any twelve (12) month period shall result in disciplinary action according to the following schedule:

Number of Absences	Disciplinary Action
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.

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":

Completed Years of Service	City Holidays Per Year	Earned vacation Per Year	Holivac per year Days/Hours	Holivac Pay pd.
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:"

Completed Years of Service	City Holidays Per Year	Earned vacation Per Year	Holivac per year Days/Hours	Holivac Pay pd.
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.

26.02 All Holivac hours must be earned before being used.

26.03 The Union and the Chief of Police shall determine the Holivac schedule applicable to employees.

26.04 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.

26.05 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.

26.06 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.

26.07 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, whether contiguous or not.

26.08 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 forty (40) hours in June, and forty (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

ARTICLE 30

OVERTIME PAY AND COMPENSATORY TIME

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

30.02 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 shall 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.

30.03 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.

30.04 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.

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

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

ARTICLE 31

CALL-IN PAY

31.01 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.

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

ARTICLE 32

WORKING OUT OF CLASSIFICATION

32.01 The Employer and the Union agree that an employee who is designated Lead Dispatcher, and who acts in that capacity, for any reason, shall be paid at the same hourly rate as an entry-

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

Years of Experience	Service Credit Allowed
5 or more	2 years
2, 3, or 4	1 year
1 year or less	No credit

34.04 The Employer shall continue to provide a tax-deferred compensation plan for pension contributions, as approved by the Ohio Public Employees Retirement System and United States Internal Revenue Service Regulations.

34.05 **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

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

34.06 The 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¢) cents per hour, respectively, effective July 1, 2011.

34.07 Any employee designated by the Employer as a “trainer” shall receive an additional one-fourth (1/4) of an hour of overtime pay for each day actually performing training duties with a trainee, effective July 1, 2011.

34.08 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 35 SUBSTANCE TESTING AND ASSISTANCE

35.01 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.

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

ARTICLE 36 HEADINGS

36.01 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 37 GENDER-NEUTRAL PRONOUNS AND PLURALS

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

37.02 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 38 DISCIPLINE

38.01 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.

38.03 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.

38.04 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.

38.05 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.

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

38.07 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.

38.08 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.

38.09 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.

38.10 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.

38.11 A failure to submit an appeal within the time limits described at §38.07 of this Article shall be construed as acquiescence in the disciplinary action by the affected employee and the Union.

38.12 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.

38.13 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.

38.14 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 39

GRIEVANCE PROCEDURE

39.01 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.

39.02 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 Employer holidays.

39.03 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.

39.04 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.

39.05 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 Chief's 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

40.07 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.

40.08 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 41 TRAINING

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

41.02 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.

41.03 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.

41.04 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.

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

ARTICLE 42

RESIDENCY REQUIREMENT

42.01 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.

42.02 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.

42.03 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.

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

42.05 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 43

CONFORMITY TO LAW

43.01 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.

43.02 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 44

APPENDICES AND AMENDMENTS

44.01 All appendices and amendments to this Agreement shall 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 45

TOTAL AGREEMENT

45.01 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

