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**AGREEMENT BETWEEN
THE CITY OF UPPER SANDUSKY
AND
THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
AFL-CIO LOCAL #32
POLICE OFFICERS
AND
LIEUTENANTS**

**SERB Case No(s).
12-MED-09-1016
13-MED-06-0782**

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PREAMBLE / PURPOSE

This collective bargaining agreement, hereinafter referred to as "Agreement," entered into by the City of Upper Sandusky, hereinafter referred to as "the City," or "Employer" and the International Union of Police Associations, Local 32, Police Officers' and Lieutenants' bargaining units, hereinafter referred to as the "Union" or "IUPA" has as its purpose: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION OF THE UNION

Section 1.1. The City hereby recognizes the International Union of Police Associations AFL-CIO, hereinafter referred to as the "Union," as the sole and exclusive bargaining agent for all regular full-time police officers and lieutenants employed by the City.

Section 1.2. As certified by the State Employment Relations Board (SERB) in Case No. 00-REP-09-0217, and 00-REP-09-0216 respectively (but hereinafter referred to collectively as "employee(s)"), but excluding the Chief of Police, the Captain of Police, all other Upper Sandusky Police Department employees, and all others excluded by Chapter 4117 of the Ohio Revised Code. The provisions of this Agreement shall apply only to those employees in the aforementioned bargaining units as specified herein. While a probationary police officer is included in the bargaining unit, such employee shall have no appeal rights if he is disciplined or discharged while still serving his or her probationary period.

Section 1.3. All classifications not specifically included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4. The parties understand and agree that the number of persons employed in each of the classifications specified in the above Section 1.2 and certified by SERB as being in the bargaining unit, may increase or decrease during the term of this Agreement.

ARTICLE 2 PROBATIONARY EMPLOYEES

Section 2.1. During the first year of employment, regular, full-time police officers shall be considered probationary. The probationary period will begin on the employee's first day of active service with the City and will continue for three hundred and sixty-five (365) calendar days; provided the employee's employment is not terminated prior to that date. However, any absence totaling more than ten (10) days shall automatically extend the employee's probationary period a proportionate amount of time.

Section 2.2. During the probationary period defined in Section 2.1, police officers may be disciplined or discharged, with or without cause, at the sole discretion of the City, and such discipline or discharge shall not be subject to appeal. After the successful completion of the

probationary period, any disciplinary action that was taken during the probationary period shall cease to have force and effect and shall not be considered in any subsequent disciplinary action in accordance with the schedule contained in Section 10.2 herein.

Section 2.3. Probationary police officers shall be compensated as set forth in this Agreement, and shall be eligible for insurance benefits as provided in this Agreement.

ARTICLE 3 DUES DEDUCTION

Section 3.1. The City will deduct from the employees' wages and/or salaries such amount as they have agreed to pay, as regular dues, or in the alternative fair share fees, to the International Union of Police Associations, and will transmit such sum to the International Union of Police Associations AFL-CIO, 1549 Ringling Boulevard, 6th Floor, Sarasota, Florida 34236, once each month.

Section 3.2. The City agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City.

Section 3.3. As a condition of employment, sixty (60) days following the beginning of employment employees in the bargaining unit who are not members of the IUPA, including employees who resign from membership in the IUPA, after the effective date of this labor Agreement, shall pay to the IUPA, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the IUPA nor shall the fair share fee exceed the dues paid by members of the IUPA in the same bargaining unit. The IUPA is responsible for annually certifying to the City the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The IUPA shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09(C) and federal law.

Section 3.4. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fair share fees. The IUPA agrees to indemnify and hold the City harmless against any and all liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this article. Once the funds are remitted to the Union, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.5. The City shall be relieved from making dues or fair share fee deductions upon an employee's: (a) termination of employment; (b) transfer to a job other than one covered by the

bargaining unit; (c) layoff from work; (d) unpaid leave of absence; (e) revocation of the authorization for payroll deduction of dues; or (f) upon termination of this Agreement.

Section 3.6. The City shall not be obligated to make dues or fair share fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues or fair share fee deduction after all deductions required by law are made from the employee's earnings.

Section 3.7. An employee may revoke an authorization for payroll deduction of Union dues by submitting a written notice to the City. The City shall provide a copy of the revocation to the Local Union President.

Section 3.8. The parties agree that neither an employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected, at the next pay period that the Union dues or fair share fees would normally be deducted, by deducting the proper amount.

Section 3.9. The rate at which dues or fair share fees are to be deducted shall be certified in writing to the City Auditor by the Union prior to such deductions being made. One (1) month advance written notice must be given the City Auditor prior to making any changes in an employee's dues or fair share fee deductions.

ARTICLE 4 **NONDISCRIMINATION**

Section 4.1. The City and the Union shall not unlawfully discriminate against an employee on account of that individual's race, color, national origin, ancestry, religion, sex, disability, age, veteran status, military status, or genetic information. To that end, the City and the Union mutually agree that this Agreement shall be written in a gender neutral format to avoid the use of male or female nouns or pronouns whenever possible. In the event a male or female noun or pronoun is used anywhere in this Agreement, it shall be construed to include both male and female employees.

Section 4.2. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4.3. The Union agrees there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or participation in any Union activity.

Section 4.4. The City and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the City,

that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. Except as otherwise specifically agreed herein, the City retains all of its rights and responsibilities as set forth in Chapter 4117, Ohio Revised Code, including but not limited to the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City;
- H. Effectively manage the work force;
- I. Take actions to carry out the City's mission as a governmental unit.

Section 5.2. Nothing in the Agreement or any past practice or course of conduct by the City shall be construed to restrict or waive those rights and responsibilities listed in Section 5.1 above. The City and the Union further acknowledge that inclusion of this Article 5 in this Agreement shall not be deemed to require the City to bargain collectively at any time regarding the provisions of this Article.

Section 5.3. The Union recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein, and as permitted by law shall remain the exclusive function of the City, and that nothing herein shall be construed to restrict the City's inherent and exclusive rights.

ARTICLE 6
EMPLOYEE'S BILL OF RIGHTS

Section 6.1. Employees shall be entitled to the following employee rights as they relate to non-criminal investigations which could result in a suspension, demotion, or discharge of an employee. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any private citizen.

Section 6.2.

- A. Any time the Chief of Police or his designee conducts a disciplinary investigation in which the disciplinary action anticipated is a suspension without pay, demotion, or discharge the following shall apply:
1. The employee shall be informed of the general nature of the investigation prior to any questioning;
 2. The employee shall be notified of his right to have a Union representative present during any questioning;
 3. Such questioning shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, in which case the cost shall be equally shared;
 4. Before an employee may be charged with any violation of the rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge;
 5. The questioning or interview of the employee shall be conducted at a reasonable hour, preferably while the employee is working. The investigative interview session shall be for a reasonable period of time, and time shall be allowed during the questioning for rest periods or for other physical necessities;
 6. The employee will be compensated for such time at the applicable rate of pay;
 7. There shall be no press release by the City, the employee, or the Union regarding any employee under investigation until the investigation is completed and the employee is either cleared or charged. A statement by the City to the news media that the matter is under investigation shall not be construed as a violation of this section;
 8. If an employee is to be interviewed during an investigation of another employee, questioning shall be conducted in accordance with the procedures established herein;

9. In the course of an internal investigation, a polygraph or voice stress analysis examination will be administered only with the consent of the employee under investigation. When an employee has been given a polygraph or voice stress analysis examination, such examination shall not be used in any subsequent criminal court action;
10. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the Grievance Procedure.

ARTICLE 7

NO STRIKE / NO LOCKOUT

Section 7.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any employee covered by this Agreement, shall individually or collectively, authorize, ratify, cause, support, sanction, engage in, initiate, or assist in, any sick out, boycott, work stoppage, walkout, stay-in, slowdown, picketing, sympathy strike, strike or any other concerted activity which would interrupt or limit the City's operations or performance of the City's services during the term of this Agreement. In addition, the Union and all employees agree that during the life of this Agreement they will not hinder or interfere with any members of the public, suppliers, subcontractors, or others having business with the City.

Section 7.2. Employees covered under this Agreement shall not be required to perform duties of other City employees that engage in any of the above described conduct, except to the extent that the performance of those duties would be within the ordinary course of the duties of police officer and are necessary for the preservation of the public's safety and welfare.

Section 7.3. The City shall be under no obligation to process any grievance nor to meet with Union representatives concerning any matter relating to wages, hours, or conditions of employment while any such illegal or improper activity is going on.

Section 7.4. The Union and the officers thereof shall be liable for any such acts prohibited by this Article. Any employee engaging in any of the foregoing conduct during the life of this Agreement shall be subject to disciplinary action by the City up to and including discharge. Any such disciplinary action by the City shall be subject to the Grievance and Arbitration provisions of this Agreement only as to the fact of participation in the unlawful and improper activity, and no Arbitrator shall be empowered to order reinstatement of any employee properly discharged under the terms of this Article.

Section 7.5. The City agrees that during the life of this Agreement, it will not engage in a lockout of employees for the purpose of inducing a change in wages, hours, or working conditions. For purposes of this Section, the term "lockout" shall not be construed to include any bona fide reduction in the workforce or any replacement of employees engaged in any strike or other such lawful or improper conduct.

Section 7.6. In the event of any violation of Section 7.1 of this Article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to work and to resume usual work duties. Every reasonable effort by the Union shall include but not be limited to ordering, both orally and by letter signed by the ranking Union officer with a copy directed to the City's Law Director, all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge.

Section 7.7. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The procedures of this Article shall serve as the sole and exclusive method of resolving all grievances between the parties subject to this Agreement.

Section 8.2. The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of a specific and express written provision or provisions, of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor shall it apply to matters or subjects not covered by this Agreement.

Section 8.3. The grievant and the grievant's Union representative shall be released from normal duty hours with advance approval of the Chief of Police to participate in the grievance procedure, with loss of pay and benefits; provided, however, that if the grievant or the representative suffers loss of work time as a result of any grievance meeting scheduled solely by the City, then no loss of pay or benefits shall result. Such approval (release from normal duty hours) shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal the grievance or have it heard. It is further understood, however, that employees will be allowed reasonable amounts of time consistent with the needs of the City and with the approval of the Chief of Police, to discuss a grievance with City representatives while on duty during normal duty hours.

The Union shall provide the Chief of Police with a list of bargaining unit employees authorized to act as the Union representative under this section of the Agreement. Such list shall be kept current at all times. No employee representative shall be released to participate in the grievance procedure until the Union has certified that said employee is authorized to serve in such capacity.

Section 8.4. In order for a grievance to be considered under this procedure, the grievance must be presented in writing within ten (10) consecutive calendar days from the occurrence of the event which gave rise to the grievance or the date the event was first known to the grievant or reasonably should have been known to the grievant. In no event shall a grievance filed later than

thirty (30) consecutive calendar days following the occurrence of the event giving rise to the grievance, be considered a valid grievance or be subject to appeal to arbitration.

All grievances must be processed at the proper step in progression in order to be considered at the subsequent steps. However, any grievance not answered by the City within the prescribed time limits may be advanced by the grievant to the next step in the grievance procedure. Failure of the City to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. Any grievance may be withdrawn by the Union at any point by submitting a statement to that effect in writing, or by permitting the prescribed time limits to lapse.

Section 8.5. All grievances shall contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. If applicable, the date grievance was first discussed and name of the City's representative with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance.
8. A description of the incident giving rise to the grievance.
9. Specific articles and sections of the Agreement allegedly violated.
10. Desired remedy to resolve the grievance.

Section 8.6. Provided the grievance is timely filed and processed as provided herein, any suspension, reduction in pay or rank, demotion, or discharge may be appealed through all of the grievance steps as set forth in this Article. Written reprimands may be appealed through Step 2 of the grievance process as set forth in this Article. Verbal reprimands, which have been reduced to writing, may be appealed through Step 2 of the grievance process as set forth in this Article. Verbal reprimands, which have not been reduced to writing, and counseling slips or oral counseling may not be appealed through the grievance process as set forth in this Article.

Section 8.7. Timely filed grievances shall be processed in accordance with the procedures outlined in this article. Nothing contained herein shall prevent or limit an employee from

informally discussing any alleged grievance or complaint with the Chief of Police, in an attempt to resolve the matter prior to filing a formal grievance.

Section 8.8.

STEP ONE. Any grievance appealed to any step in this grievance procedure shall be reduced to writing and filed in accordance with time limits specified in Section 8.4 above. The written grievance shall contain the information as specified in Section 8.5 above and shall be signed and dated by the grievant. Any grievance appealed to Step One shall be submitted to the Chief of Police or the Chief's designee. The Chief of Police or designee shall date the grievance form, accurately showing the date received. The Chief and/or designee shall investigate the grievance and, if the grievant requests, schedule a meeting to discuss the grievance with the grievant and Union representative, if the grievant desires, a representative be present. If either party desires to meet, the Chief or designee shall schedule a date for the meeting within ten (10) consecutive calendar days of receiving the grievance. The Chief or designee shall submit a written response to the grievant and the Union within ten (10) consecutive calendar days following the meeting, or if no meeting is held, within ten (10) consecutive calendar days of receiving the grievance. In the event the grievant is not satisfied with the response of the Chief of Police or designee, the grievant may appeal the grievance to Step Two.

STEP TWO. In the event the grievance is appealed from Step One, the grievance, along with all correspondence, shall be submitted to the Clerk of the Safety Committee. An appeal from Step One must be submitted to Step Two within ten (10) consecutive calendar days of the Step One answer or the date such answer was due. The Safety Committee and/or designee shall investigate the grievance within fourteen (14) consecutive calendar days after receipt of the grievance and, if necessary, set a date for a meeting with the grievant and Union Staff Representative, if the grievant desires a representative be present. The Safety Committee and/or designee shall reply to the grievant within ten (10) consecutive calendar days after completion of the grievance meeting, or within fourteen (14) consecutive calendar days following receipt of the grievance, if a meeting is not necessary. If the answer of the Safety Committee is not satisfactory, the grievant, with approval of the Union, may appeal the grievance to Step Three.

STEP THREE. The decision of the Safety Committee or designee shall be final, conclusive and binding on all parties unless, within twenty-eight (28) consecutive calendar days after receipt of the Safety Committee answer or the date such answer was due, the Union notifies the Mayor, at 119 N. 7th Street, Upper Sandusky, Ohio 43351, that the grievance is to be submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of fifteen (15) arbitrators from Ohio who are members of the National Academy of Arbitrators. The parties shall select an arbitrator by first striking the names of any arbitrators on the list that they wish to eliminate from consideration and notifying the other party of the names they have eliminated. The parties shall then select an arbitrator by alternately striking names from the arbitrators remaining on the list until only one (1) name remains, which shall be the arbitrator selected. Each party shall have the option to completely reject the list of names

provided by the FMCS and request another list after being notified of any names that have been eliminated from consideration. The party rejecting the list shall pay the cost of the additional list.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the arbitrator's interpretation, application or enforcement of those specific articles, and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language herein in arriving at a determination on any issue presented that is properly within the limitations expressed herein.

The arbitrator's decision shall be expressly confined to the precise issues submitted for arbitration and the arbitrator shall have no authority to determine any other issues not submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of monetary award, the arbitrator shall limit any retroactive settlement to no more than thirty (30) days prior to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. Unless either party elects to bifurcate the question of arbitrability and the merits of the grievance, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator

Decisions of the arbitrator will be final, conclusive and binding upon the parties. All costs involved in obtaining the initial list of arbitrators shall be borne equally by the parties. All costs directly related to the services of the arbitrator shall be borne equally by both parties. Any expenses of any witness shall be borne by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter or request copies of the court reporter's recordings or transcripts.

Any request for arbitration which is not actively pursued for a period of forty-five (45) consecutive days or more, without a mutual agreement by the parties to extend such period, shall be considered resolved based on the Employer's last answer.

Section 8.9. It is the intention of the parties that all time limits in the above grievance procedure be met. However, the Chief of Police, Law Director, or the Mayor and the Union may mutually agree, for justifiable reasons, to extend the specified time limits for either party's response at any

step of the procedure. Such agreement must be in writing and signed by both parties prior to the expiration of the specified time limit. Should the grievant or the Union/IUPA fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the City and that decision will be final.

Section 8.10. Whenever the last "consecutive calendar day" as used in this Article falls on a Saturday, Sunday, or legal holiday as recognized elsewhere in this Agreement, the time shall be extended to the next day that is not a Saturday, Sunday, or legal holiday recognized elsewhere in this Agreement.

ARTICLE 9 **DISCIPLINARY ACTION**

Section 9.1. No non-probationary bargaining unit employee shall be demoted, suspended, or discharged except for just cause.

Section 9.2. The following procedure shall be followed before an employee is demoted, suspended, or discharged for just cause:

1. A predisciplinary conference shall be conducted;
2. A written notice shall be given to the bargaining unit employee not less than 48 hours prior to the conference, containing the date, time and location of the conference and the suspected charges. If the employee requests to have an IUPA staff representative present at the predisciplinary conference, upon written request from the union the conference may be delayed an additional 48 hours to allow the staff representative to arrange to be present.
3. During the conference, the bargaining unit employee will be given an opportunity to offer an explanation or to refute the alleged violation. During this conference, the bargaining unit employee shall have the right to be accompanied and represented by a union representative.
4. An employee who has received notice of a predisciplinary conference shall be provided copies of documents to be used at the predisciplinary conference.

The City may relieve the bargaining unit employee from duties with or without loss of pay pending the predisciplinary conference.

Section 9.3. Counseling, verbal and written reprimands may be issued by the Chief of Police without having to follow the procedure outlined in Section 9.2 above. However, bargaining unit employees shall receive a copy of any disciplinary action taken and shall acknowledge receipt of such disciplinary action. At the signing of the acknowledgment, the employee may submit a written response to the disciplinary action which will be maintained in the personnel file.

Section 9.4. The employee may appeal any written reprimand, suspension, demotion, or discharge for disciplinary purposes in accordance with the grievance procedures contained in this

Agreement. Verbal reprimands, counseling slips, or oral counselings are restricted from appeals in accordance with Section 8.6 herein.

The parties agree that the grievance procedure shall be the exclusive appeal procedure available to bargaining unit employees. R.C. 124.34, 737.12, and any other R.C. section addressing discipline or the employee's right to appeal a disciplinary action, shall not be applicable to members of the bargaining unit.

Section 9.5. Corrective action may take the form of counseling, verbal reprimand, written reprimand, suspension, demotion, or discharge from employment. The appropriate level of discipline will be determined by the City considering the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

The City agrees that the principles of progressive corrective action will be followed with respect to less serious violations. More severe disciplinary action may be taken for subsequent offenses or more serious violations.

Section 9.6. Notwithstanding the other sections of this Article, a bargaining unit employee charged with or under indictment for a felony or first degree misdemeanor may elect to be placed on a leave without pay pending the outcome of the criminal prosecution. If the employee has been indicted, the Employer shall also have the option of placing the employee on a leave without pay. If the Employer elects to place the employee on leave without pay, the employee has the option to utilize paid leave (excluding sick leave) in lieu of unpaid leave. Electing such leave will stay the City's internal investigation of the facts and circumstances surrounding the criminal charges and stay any disciplinary action that might result from such an investigation. If neither the bargaining unit employee nor the Employer elect to place the employee on a leave without pay, the internal investigation may proceed with any discipline subject to all applicable rights and procedures contained in this Agreement.

If the employee is placed on a leave without pay, upon conclusion of the criminal charges, the City may then proceed with any disciplinary action deemed appropriate for any employment related misconduct associated with the original charge(s).

ARTICLE 10 **PERSONNEL FILES**

Section 10.1. The City shall maintain personnel files for each bargaining unit employee. Any employee shall be permitted to review his/her personnel file upon written request. In addition, employees may obtain copies of any document contained in his/her personnel file.

Section 10.2. For the purpose of promotion or disciplinary action, past disciplinary actions shall cease to have force and effect in accordance with the following schedule:

- A. Counseling Slips and Written Verbal Reprimands — One (1) year from the date of the counseling or reprimand.

- B. Written Reprimands — Eighteen (18) months from the date of the reprimand, unless the bargaining unit employee receives an additional written reprimand during the 18 month period, in which case, the original reprimand shall remain in force and effect for twenty-four (24) months. If the bargaining unit employee receives a suspension during the period the written reprimand is in effect, the reprimand shall remain in effect until the suspension shall cease to have force and effect in future disciplinary proceedings per C below.
- C. Suspensions — Three (3) years from the date of the suspension, provided the employee receives no additional discipline during the three (3) year period. The above shall not be applicable to:
1. any disciplinary action taken in response to drug or alcohol abuse; or
 2. to any last chance agreement agreed upon in lieu of more severe disciplinary action; or to any other situation where the parties mutually agree to a different time limit.

ARTICLE 11

HOURS OF WORK, OVERTIME

Section 11.1. The workday for police employees shall normally consist of twelve (12) hour shifts. Police employees shall normally work seven (7) twelve (12) hour shifts every fourteen (14) days, for a total of eighty-four (84) hours. Hours worked in excess of eighty-four (84) hours during that fourteen (14) day period shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

Section 11.2. The Employer retains the right to compel employees to work additional shifts if deemed necessary by the Chief or his designee.

Any proposed change increasing the above designated tours of duty must be forwarded to the IUPA and bargaining unit representatives at least twenty (20) days before such change is to go into effect, and is subject to immediate bargaining.

If applicable, the educational bonus shall be included, on a pro rata basis, with other forms of compensation required by the Fair Labor Standards Act to be included in the calculation of the "regular" rate of pay.

When the Employer determines overtime is necessary, it shall be offered in accordance with Section 11.7 herein.

Section 11.3. In lieu of overtime pay, an employee may request to accumulate compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. Any compensatory time in excess of one hundred (100) hours shall be paid at an overtime rate of pay. Usage of compensatory time will be subject to the approval of the Chief of Police based upon the operational needs of the department and in compliance with the Fair Labor Standards Act (FLSA).

Section 11.4. With the approval of the Chief of Police, or designated representative, employees may exchange days off or work assignments. Such exchanges shall not affect the active pay status of either employee. This applies to police employees only.

Section 11.5. Work Schedules shall be posted as soon as practicable in advance of scheduled shifts. This shall apply to police employees only.

Section 11.6.

- A. Overtime shall be voluntary and not required except in situations which are deemed necessary by the Chief of Police or designated representative.
- B. Any employee working in excess of his/her regularly scheduled shift, will be compensated at an hourly premium overtime rate equal to one and one-half (1½) the employee's regular straight time hourly rate of pay for all such excess hours and fractions thereof.
- C. Call-in Pay is defined as payment for work assigned by the City and performed by an employee at a time disconnected from the normal prescheduled time for work. Work done in this manner shall be compensated at a premium overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay with a minimum of three (3) hours paid per day.
- D. Court Time: Whenever it is necessary for an off-duty employee to appear in court, or for a pre-trial conference, for the prosecution of a criminal or civil case (which must have resulted from the employee's work related activity), such employee shall be compensated in accordance with the Call-in Pay provisions of this article. Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the City within three (3) days of the receipt of such fees. Any travel pay received when an employee uses City-supplied transportation will be turned over to the City.

Section 11.7. The parties recognize that the City currently employs part-time or auxiliary personnel to perform bargaining unit work and that the City has retained its inherent management right to use such personnel in the future. It is not the intention of the City to use such personnel to displace full-time employees or to avoid hiring full-time employees for full-time work or overtime. Therefore, the City agrees that it will not use part-time or auxiliary personnel to displace employees from full-time work or to avoid hiring full-time employees to perform full-time work. Further, the City agrees that it shall not alter the regular work schedule of any full-time employee without the employee's permission to accommodate the desires of any part-time or auxiliary employee.

In recognition of the need to schedule part-time and auxiliary personnel while also offering extra work assignments to full-time employees, the City and the Union agree to distribute such additional work assignments as follows:

1. Replacement of Absent Full-time Employees: Whenever the Employer determines additional personnel is required to replace a full-time employee absent due to vacation,

short-term sick leave, or other approved leave of absence, such work assignments shall first be offered to available full-time personnel, utilizing a rotating list based on seniority, before offering such work to any part-time or auxiliary employees.

In the event of a long-term absence of more than ten (10) workdays, the Employer may also utilize part-time or auxiliary personnel to cover such absence.

2. Special Duty: Whenever the City is requested to provide security personnel for special community or civic functions such as, but not limited to, the festival of lights, car show, summer sizzle, and safety pup, such work assignments shall first be offered to part-time and/or auxiliary employees in a non-overtime status before offering such work to full-time employees. If sufficient personnel cannot be obtained utilizing this method, the assignment shall be posted for bid by the full-time employees with the assignment being given to the most senior employee bidding. If sufficient staffing is not obtained in this manner, the assignment may be filled as the Chief of Police determines.
3. Schooling/Training: Whenever additional personnel are needed due to a full-time employee's absence to attend work related training or schools, the Employer may utilize part-time or auxiliary personnel to cover the full-time employee's absence.
4. Emergency Situations: Whenever the City is involved in an emergency situation and the Employer determines additional personnel is necessary, the following shall apply. If the normal number of full-time employees are already working, the Employer may authorize the use of part-time or auxiliary employees to supplement the full-time staff. If the number of full-time employees working is below the normal number assigned to the shift, available full-time employees shall be called before any part-time or auxiliary employees are offered the assignment.

In the event the City fails to offer an extra work assignment in the manner described above, any eligible bargaining unit employee who is missed shall be placed at the top of the call-in list and shall have first opportunity for all future overtime call-ins until the employee has been made whole for any hours previously missed.

ARTICLE 12

WAGES

Section 12.1. Effective the beginning of the first full pay period in January 2013, the hourly base rate of pay for a police officer shall be as follows:

<u>STEP</u>	<u>HOURLY</u>
Step 1 – Probationary	\$16.05
Step 2 – 1st Anniversary	\$16.71
Step 3 – 2nd Anniversary	\$17.61
Step 4 – 3rd Anniversary	\$18.97
Step 5 – 5th Anniversary	\$19.68
Step 6 – 7th Anniversary	\$20.49

Effective the beginning of the first full pay period in January 2014, the hourly base rate of pay for a police officer shall be as follows:

2.0% increase

<u>STEP</u>	<u>HOURLY</u>
Step 1 – Probationary	\$16.37
Step 2 – 1st Anniversary	\$17.04
Step 3 – 2nd Anniversary	\$17.96
Step 4 – 3rd Anniversary	\$19.35
Step 5 – 5th Anniversary	\$20.07
Step 6 – 7th Anniversary	\$20.90

Effective the beginning of the first full pay period in January 2015, the hourly base rate of pay for a police officer shall be as follows:

2.0% increase

<u>STEP</u>	<u>HOURLY</u>
Step 1 – Probationary	\$16.70
Step 2 – 1st Anniversary	\$17.38
Step 3 – 2nd Anniversary	\$18.32
Step 4 – 3rd Anniversary	\$19.74
Step 5 – 5th Anniversary	\$20.47
Step 6 – 7th Anniversary	\$21.32

Effective the beginning of the first full pay period in January 2016, the hourly base rate of pay for a police officer shall be as follows:

2.0% increase

<u>STEP</u>	<u>HOURLY</u>
Step 1 – Probationary	\$17.03
Step 2 – 1st Anniversary	\$17.73
Step 3 – 2nd Anniversary	\$18.69
Step 4 – 3rd Anniversary	\$20.13
Step 5 – 5th Anniversary	\$20.88
Step 6 – 7th Anniversary	\$21.75

Section 12.2. Lieutenants shall be paid one hundred and eight percent (108%) of the police officer's yearly/hourly rate of pay, based on the years of service each year of the agreement.

Section 12.3. The parties agree that these regular rates of pay will be paid to employees biweekly, plus premium and premium overtime pay, if any.

ARTICLE 13 **ANNUAL BONUS**

Section 13.1. An Annual Bonus shall be paid to City employees who are classified as full-time employees who work at least seventy (70) hours per pay period. After five (5) years of

continuous full-time service, a City employee shall be entitled to an Annual Bonus to be paid the first full pay period ending in December, in an amount equal to \$6.00 per month of continuous full-time service. A full-time City employee with less than five (5) years of continuous full-time service as of December 1st of each year will not be entitled to the Annual Bonus.

Section 13.2. A City employee whose employment with the City is terminated during the year by the employee or Employer is not entitled to an annual bonus. Employees retiring during the year shall be entitled to an annual bonus for the entire year.

ARTICLE 14 **EDUCATIONAL BONUS**

Section 14.1. An educational bonus shall be paid to employees covered by this Agreement. The bonus shall be: a) \$750.00 per year for an associate degree; or, b) \$1250.00 per year for a bachelor's degree. To be eligible for the bonus, the employee's degree must be in criminal justice or law enforcement. An employee shall be eligible for only one educational bonus per year. During calendar year 2013 this bonus shall be payable quarterly by the City and shall be paid by separate check. Effective beginning the first full pay period in January, 2014, the educational bonus shall be added to the employee's base hourly rate by dividing the amount of the educational bonus by 2184 hours and paying this amount with each regular work hour paid during the pay period.

Section 14.2. The City will share in the cost of continuing education for job-related educational courses of instruction during non-work hours, to the extent that such pursuits do not interfere with or diminish an employee's best efforts in carrying out work duties.

Eligibility: An employee must meet the following conditions:

1. Must be and have been a full-time active employee for at least one (1) year before making application.
2. Must submit a written request specifying the name of the educational institution, the course subject matter, the dates and times of the class, and the tuition costs, and obtain formal approval from the Chief at least 30 days prior to enrollment in the course.
3. Must be a full-time active employee at the completion of the course. An employee who goes on a disability leave of absence during the term of a course will not be reimbursed for that course until returning to active full-time employment.
4. Job performance must be satisfactory before applying for tuition assistance, and during the term of the course.

Qualifying Courses: The course must either be in a field of study beneficial to the City, as determined by the Chief, or be related to the employee's present duties. In some cases, approval may be granted for courses which will prepare the employee for a higher position within the City. All courses must be taken on the employee's own time.

Amount of Reimbursement: The City will reimburse employees in accordance with the following schedule upon receiving a letter of verification from the institution showing successful completion and grade obtained by the employee. Qualifying students will pay any necessary matriculation fee, general fees, parking, books, supplies or other expenses assessed by the academic institution or other expenses connected with enrollment in a qualifying course.

1. 100% of actual, incurred tuition expenses will be reimbursed for a grade of A, 75% for a grade of B, 50% for a grade of C, and no reimbursement for less than a C grade.
2. A maximum of one qualifying course per academic term (i.e., per semester, per quarter) will be reimbursed.
3. The maximum credit hour rate allowable for reimbursement will be the credit hour rate in effect at OSU. Employees are welcome to take courses at schools with higher credit hour rates but reimbursement will be based on the actual rate up to a maximum of the OSU rate.

The total reimbursement amount will be reduced by any grant-in-aid, scholarships, Veterans Administration, and any other private or government subsidies. Failure to disclose this information will result in ineligibility for reimbursement and possible disciplinary action. The percentage of reimbursement will be calculated on the reduced amount.

ARTICLE 15 **OFFICER IN CHARGE PAY**

Section 15.1. In the case of an employee who is transferred temporarily to the position of Captain or Lieutenant as a result of a vacancy in such position for five (5) days or more, the employee so transferred shall receive one hundred five percent (105%) of the employee's prior rate of pay during the period of the transfer.

Section 15.2. Nothing herein shall be deemed to require the City to fill any vacancy in any position, the decision whether to fill any such vacancy being a management right reserved to the City in its sole discretion.

ARTICLE 16 **MEDICAL BENEFITS**

Section 16.1. The City shall provide medical and hospitalization insurance coverage to each full-time bargaining unit employee as provided in this article.

The Employer shall continue to provide to each full-time bargaining unit employee and their eligible dependents through the last full pay period in March of 2014, the current medical and hospitalization insurance plan, Plan A, at the current cost, as in effect at the time this Agreement is signed.

Effective the first day following the last full pay period in March of 2014, the City shall offer the same standard medical and hospitalization insurance plan to each full-time bargaining unit

employee and their eligible dependents as provided to the majority of the City's non-bargaining unit employees. This standard plan shall be offered to each bargaining unit employee at a cost not to exceed that paid by the majority of the City's non-bargaining unit employees.

In the event of an increase in the cost of health insurance for 2014, each bargaining unit employee's cost for such plan during calendar year 2014 shall not exceed fifteen percent (15%) of the total premium cost of the respective plan (i.e., single, two party, family) that applies to the employee.

In the event of an increase in the cost of health insurance for 2015, each bargaining unit employee's cost for such plan during calendar year 2015 shall not exceed twenty percent (20%) of the total premium cost of the respective plan (i.e., single, two party, family) that applies to the employee.

Should the City offer a separate, enhanced medical and hospitalization insurance plan (i.e., lesser deductible, coinsurance, etc.) during the life of this Agreement, the City will offer such a plan to bargaining unit employees at the same rate and costs as offered to non-bargaining unit employees.

Section 16.2. The City's obligation to make insurance contributions on behalf of an employee shall cease immediately upon the employee's termination from employment, layoff for thirty (30) consecutive days, or commencement of any leave of absence without pay other than family and medical leave.

Section 16.3. Eligible employees electing to participate in the City's insurance plan as provided for in this Article shall authorize the City, in writing, to deduct from such employees' wages the necessary contributions for the employee's share of the premium cost. In the event that any employee elects not to contribute as provided herein, or refuses to authorize the City to deduct necessary contributions, the City shall be authorized to remove such employee's name from the affected insurance program and thereafter the City shall not be obligated to make contributions on behalf of such employee.

Nothing herein shall prevent any employee at any time from voluntarily declining to participate in any insurance program. In the event of such voluntary decision not to participate, the City shall be relieved of any obligation to make contributions on behalf of such employee.

Section 16.4. The City shall establish a fund to which it will contribute a maximum of \$575 per year for a single person; \$625 for an employee plus one (1) dependent; and \$750 for an employee with more than one (1) dependent per year per non-probationary employee. These monies shall be used by the employee and the employee's family members covered by the City's medical and hospitalization insurance plan for the reimbursement of any dental and/or optical expenses not otherwise covered by insurance. Payment may also be requested in the form of a joint check, payable to both the employee and the provider, in instances where the employee has not advanced payment for the completed services. This benefit is available to only non-probationary employees and covered family members. Unused portions of the employee's annual fund may be carried over for one (1) additional year. For the purpose of this section

“family” means the full-time employee, his/her spouse, and the employee’s dependent children who are covered by the City’s then existing medical and hospitalization insurance plan.

The reimbursements provided by this section for dental and optical expenses, shall only be paid after the employee or covered family member has received the professional service or product (e.g., eye glasses, dentures, braces, etc.). Said dental and optical funds may not be used to purchase dental or optical insurance or to purchase any type of prepaid dental or optical plan.

Section 16.5. The City shall have the right to change insurance carriers and/or programs providing comparable benefit levels are maintained for Plan B2. The parties agree to work cooperatively in an attempt to control the rising costs of health insurance coverage.

Section 16.6. Employees who choose to opt out of coverage under the Employer’s medical and hospitalization insurance plans shall receive a monthly payment as follows for each month they remain not covered by the Employer’s plans:

Employees eligible for single coverage.....	\$50.00 per month
Employees eligible for two (2) party coverage	\$75.00 per month
Employees eligible for two (2) party with additional dependents.....	\$100.00 per month

Employees may choose to opt out of coverage under the Employer’s plans at any time but may only re-enter a plan during the open enrollment period or as otherwise provided under the terms of said health insurance plan.

If an employee’s spouse also works for the City, both employees must opt-out of coverage under the City’s medical and hospitalization plans in order for either employee to be eligible to receive the above payment. If both employees do elect to opt-out, both shall be eligible for the applicable payment outlined above based on the coverage previously provided.

ARTICLE 17
LIFE INSURANCE

Section 17.1. The City will provide and pay for a group term life insurance policy covering each bargaining unit employee in the face amount of \$20,000.00 with double indemnity provisions for accidental death or dismemberment. Such life insurance coverage shall be provided in the manner the City deems most appropriate.

ARTICLE 18
LIABILITY INSURANCE

Section 18.1. The City shall provide professional liability insurance, with a combined coverage provision limit of no less than \$1,000,000 for each bargaining unit employee at no cost to the individual.

ARTICLE 19
HOLIDAYS

Section 19.1. Bargaining unit members shall be entitled to the following holidays annually, whether or not the holiday is worked in the course of regular duty.

1. New Years Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day
11. Good Friday
12. Floating Personal Day

Section 19.2. Each bargaining unit member working eighty-four (84) hours every fourteen (14) days shall receive credit for twelve (12) hours holiday time for each of twelve (12) enumerated holidays. This holiday time will be credited to each individual member on January 1st for all holidays to occur during the ensuing year. This time may then be scheduled off anytime within the calendar year at the discretion of the individual member, subject to the approval of the Chief of Police or his designee. Any unused holiday time that remains at the end of the year it was credited, shall be forfeited. If an employee made a good faith effort to use a holiday before the end of the year and the Chief of Police or his designee did not approve the use of the holiday, the employee shall be allowed to request the carryover of the holiday. If the carryover is granted, the holiday must be used within thirty (30) days from January 1st of the year carried into or it will be forfeited.

Except in case of a bona fide absence due to illness or other absence authorized by the Chief in his sole discretion, to qualify for Holiday pay, an employee must work the entire shift the last scheduled day before and the first scheduled day after the Holiday.

Each employee will work the regularly scheduled shift through the year regardless of whether or not the regularly scheduled shift falls on one of the above holidays. If a shift falls on a holiday, the employee will be paid the premium overtime rate (i.e., time and one-half the employee's regular hourly rate) for the hours worked on a holiday. If the employee works on a holiday and works in excess of the regularly scheduled shift on that day, such that the employee would be entitled to premium overtime pay, then the employee shall be paid double time for all hours worked in excess of the regularly scheduled shift.

If an employee is called to work on a day which he/she has been scheduled to take holiday time, he/she will be paid the premium overtime rate as provided in this Agreement for the time actually worked (with a minimum of three (3) hours, to be paid at the premium overtime rate), in addition to the holiday pay.

Section 19.3. If the City allows any additional Holidays or Personal Days, which in total exceed the current twelve (12) days, for any other employees, those additional days will also be provided to the IUPA bargaining unit employees.

Section 19.4. If a member of the bargaining unit resigns, retires, or service is terminated and the member has used holiday time and not been employed for each of the twelve (12) enumerated holidays, then the City reserves the right to recover the holiday time, as that time would relate to the holiday which occurred after the member's termination of employment. This time will be subtracted from the member's accrued but unused vacation time, deducted from the employee's final paycheck, or otherwise recovered by the City.

ARTICLE 20
VACATION

Section 20.1. All bargaining unit members shall accumulate and be granted Vacation in accordance with the following schedule:

<u>Completed years of service</u>	<u>Amount of vacation</u>
Less than one (1) year	None
1-7 years	84 hours
8-14 years	132 hours
15-22 years	180 hours
22+ years	228 hours

Section 20.2. All employees shall qualify for vacation time after completion of one (1) year of service with the City and every anniversary year thereafter as set out above.

Section 20.3. Earned vacation time shall be taken in one consecutive week, with the balance taken in increments of no less than one shift at a time.

Section 20.4. Vacation time shall normally be taken within the anniversary year following the anniversary year during which such hours were accrued. Any vacation hours remaining at the end of the employee's anniversary year shall be paid to the employee at the previous year's rate of pay, up to a maximum of 84 hours. All hours in excess of 84 shall be forfeited.

Section 20.5. In case of service retirement, disability, resignation, death, or layoff of the employee, vacation pay accrued shall be paid to the employee, the spouse, or any other beneficiary as provided by statute.

Section 20.6. A person employed by the City prior to January 1, 1988 other than as an elected officer, by the State, Ohio National Guard, County or other Municipality or Township of this State, earning vacation credits currently, is entitled to have up to five (5) years total prior service of any one/or all of these Employers counted as service with this municipality for the purposes of computing the amount of vacation leave. No more than five (5) years prior service, regardless of total years of service with any or all of State, Ohio National Guard, County, or other Municipality or Township, will be counted for said computations.

For persons hired after January 1, 1988, prior public service is limited only to the employee's prior service with this municipal corporation. No more than five (5) years prior service regardless of total years service with this municipal corporation will be counted for said computation.

Section 20.7. Vacation shall normally be granted at such time as the employee finds most suitable, considering both the wishes of the employee and operational needs of the City.

Section 20.8. If an employee is called in to work on a day on which the employee is scheduled to take vacation time, the employee will be paid at the premium overtime rate for the time actually worked (with a minimum of three (3) hours) or such time shall be credited to the employee's compensatory time at the option of the employee.

ARTICLE 21 **SICK LEAVE**

Section 21.1. An employee shall accumulate sick leave at the rate of 0.0575 hours of sick leave per regular hour worked exclusive of any overtime or call-in hours. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour or part thereof of absence from previously scheduled work.

Section 21.2. An employee may use sick leave:

- A. In case of his/her bona fide illness, injury, or exposure to a contagious disease.
- B. For medical, dental or optical examination or treatment.
- C. Bona fide illness or injury of a member of the immediate family which requires the employee's personal care and attendance. The City shall be governed by the following guidelines in approving sick leave usage.
 - 1. An employee may use sick leave to take a member of his/her family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured.
 - 2. An employee may use sick leave on the day surgery is to be performed on a member of the immediate family if such occurs on a working day.
 - 3. An employee may be granted sick leave on the date of their child's birth and on the day the child is brought home from the hospital, if either occurs on a working day.
 - 4. Sick leave may be used by the employee for convalescence of a member of the immediate family, provided it can be shown that the presence of the employee is required.
- D. For exceptional circumstances, as approved by the City at its sole discretion.

Section 21.3. An employee who uses sick leave shall report to his/her supervisor as soon as possible prior to the beginning of the employee's shift. If an employee knows that he/she will be on extended sick leave, he/she shall inform his/her supervisor. In the event an employee needs a physician's care while on sick leave, he/she shall provide the City with a doctor's statement for any continuous absence that is in excess of three (3) working days, the City may require the certification of a physician. In any case, the City may refuse to pay an employee for such leave when the City can show that the absence was not in accordance with this Article.

Section 21.4. After an employee has exhausted his/her sick leave with pay, such employee may be granted a leave of absence without pay for a period up to ninety (90) days because of personal illness or injury. Said period may be extended to one hundred eighty (180) days at the discretion of the Safety Committee.

Section 21.5. Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the City, such employee or beneficiary shall be entitled to receive a cash payment equal to thirty percent (30%) of the accumulated unused sick leave, up to a maximum payment of six hundred (600) hours. This payment shall be based on the employee's rate of pay at the time the employee applies for retirement under the applicable State retirement program.

Section 21.6. It is intended that the sick leave provisions contained herein shall supersede and replace any provisions in the Ohio Revised Code addressing sick leave, including but not limited to R.C. sections 124.38 and 124.39.

ARTICLE 22 **BEREAVEMENT LEAVE**

Section 22.1. Employees who need to take time off due to the death of an immediate family member should notify their supervisor immediately.

Section 22.2. An employee may use one (1) day of bereavement leave without loss of other paid leave time to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, or mother-in-law. An employee may use up to three (3) days for bereavement leave without loss of other paid leave time to attend the funeral of an immediate family member. If the death is that of a spouse, the employee may use up to five (5) calendar days of bereavement leave without loss of other paid leave time. Bereavement leave will be paid at the employee's regular rate of pay.

Section 22.3. Other than spouse, "immediate family" is defined as the employee's parent, stepparent, child, stepchild, sibling by blood or parent's marriage, grandparent, or legal guardian of an employee.

ARTICLE 23 **FAMILY AND MEDICAL LEAVE**

Section 23.1. The City shall provide family and medical leave to bargaining unit employees in accordance with the provisions of the City's Personnel Policy and Procedures Manual in effect at

the time such leave is implemented. Such policy shall be in compliance with the Family and Medical Leave Act.

Section 23.2. Employees are responsible for their share of the health insurance premiums during FML. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the City.

Section 23.3. It is the parties' intent to comply with the Family and Medical Leave Act of 1993 and any amendments to such act enacted thereafter which are applicable.

ARTICLE 24 **MILITARY LEAVE**

Section 24.1. The City shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing applicable law.

Section 24.2. Any bargaining unit member who is a member of a reserve military unit of the United States, a member of the Ohio National Guard, or Ohio organized militia, shall be entitled to annual military leave in accordance with Section 5923.05 of the Ohio Revised Code.

ARTICLE 25 **EQUIPMENT AND UNIFORMS**

Section 25.1. The City shall furnish and replace all uniforms, firearms, handcuffs, mace, ammunition, badge, class 2 protective vest, and leather goods necessary for the employee's use in the performance of the employee's duties.

Section 25.2. The City shall provide police officers a \$550.00 annual allowance in order to furnish or replace required uniforms and accessories:

If an employee does not use all of the uniform allowance for the year, the unused portion may be carried over to the next year, provided, however, that no more than two years allowance may be accumulated by any employee. The City shall pay for the cleaning and repair of such uniforms. New bargaining unit members shall be fully equipped with uniforms for their first year of service. Further, if employees are required to wear uniforms or carry equipment different in style or purpose from original issue uniforms or equipment, in part or whole, they shall be issued such uniforms by the City and such issue will not impact the annual clothing allowance.

To receive any uniform allowance payment, an employee shall submit a written request in accordance with procedures established by the City. The City shall not be obligated to make any uniform allowance payment unless the employee has provided the City written receipts or other proof of purchase acceptable to the City.

Section 25.3. The City will compensate the employee for damage to wristwatches that occurs in the line of duty. The replacement value shall not exceed seventy-five dollars (\$75.00).

ARTICLE 26
REIMBURSEMENT FOR TRAVEL AND EXPENSES

Section 26.1. Any employee, while traveling on approved City business in a non-City vehicle, shall be compensated for mileage incurred at the IRS rate in effect at that time.

Section 26.2. Any expenses such as food or lodging shall be reimbursed to the employee in accordance with the City's Travel and Expense Reimbursement policy in effect October 4, 2013, upon the employee's submission of proper receipt(s) to the Chief of Police or the Chief's designee.

Section 26.3. Any travel and expenses must have been previously approved by the Chief and the Safety Committee, as should the activity being attended by the employee.

ARTICLE 27
MEDICAL EXAMINATIONS

Section 27.1. The City may require any bargaining unit employee to submit to a physical or mental examination, by a doctor of the City's choosing, (1) upon return from any medical or other leave of absence, or (2) when the City, in good faith, reasonably believes that the bargaining unit member is physically, mentally or emotionally unable to perform assigned duties.

Section 27.2. In its discretion, the City may discipline, up to and including discharge, any bargaining unit employee who refuses to submit to such examination.

Section 27.3. The City shall pay the cost of any such examination required by the City.

Section 27.4. In the event the City requires a bargaining unit employee to report to a physician designated by the City before returning to work, after the bargaining unit employee is released for return to duty without limitation by the employee's personal physician, the employee shall be placed on paid administrative leave and no additional sick time shall be charged against the employee pending such examination by the physician designated by the City. This section shall be applicable only if the employee cooperates fully in scheduling and obtaining said examinations.

Section 27.5. When the bargaining unit employee's personal physician and the City selected physician disagree regarding the employee's ability to return to work, the two (2) physicians will mutually select an appropriate physician to provide a third opinion. In the event a third opinion is required, the employee will be placed on sick time if available, pending the examination by the physician jointly authorized in this manner. If the employee is ultimately determined to have been able to perform the essential functions of the employee's position during the period of absence, the sick leave will be recredited to the employee's account. The third opinion shall be considered final and binding on both parties.

Section 27.6. The uninsured cost of the third opinion shall be paid by the City. For the purpose of this Agreement, a physician shall be defined as a person graduated from a recognized school of medicine and licensed by the State of Ohio to practice medicine.

Section 27.7. Any bargaining unit employee determined to be permanently unable to perform the essential functions of the employee's position, shall be terminated from employment with the City after the employee has exhausted the employee's entitlement to leave under the Family and Medical Leave Act as outlined in the applicable article herein.

Section 27.8. This provision shall not be used by the City to harass any bargaining unit employees.

ARTICLE 28 **INJURY IN THE LINE OF DUTY**

Section 28.1. In the event a bargaining unit employee is temporarily totally disabled as a result of an injury incurred in the line of duty, the City shall pay that individual the difference between the employee's regular salary and the workers' compensation benefits for a period up to a maximum of one hundred eighty (180) calendar days. It is understood that in administering this section, the City may pay the disabled bargaining unit employee's regular salary, in the normal course of its payroll, provided the bargaining unit employee makes a valid and binding assignment to the City of any workers' compensation benefits for the one hundred eighty (180) day period or, at the City's option, the City elects to provide salary continuation without any lost time injury payments from workers' compensation.

Section 28.2. In the event an employee is temporarily totally disabled as a result of an injury incurred in the line of duty, the City shall continue to make contributions toward the employee's health insurance premiums (in accordance with this Agreement) during the period of temporary total disability for a period not to exceed one hundred eighty (180) calendar days.

Section 28.3. The City reserves the right to require any employee receiving injury leave to participate in a transitional work program and to perform those departmental duties such employee is determined by a licensed physician physically able to perform.

Section 28.4. As used in the foregoing sections, the term "injury incurred in the line of duty" is not intended to cover all injuries in connection with the employee's job, but only those injuries resulting from the heightened risks inherent in police work. For example, a police officer who injures his back while getting in or out of a police vehicle, or who is injured while performing routine tasks, will not have suffered an injury in the line of duty. On the other hand, a police officer who is shot or assaulted while on duty, will have suffered an injury in the line of duty.

ARTICLE 29 **LAYOFF AND RECALL**

Section 29.1. When the City determines that a long-term layoff or abolishment is necessary, the Employer shall notify the IUPA and the affected employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the City's decision to implement any short-term layoff, lasting seventy-two (72) working hours or less, as soon as possible. The City, upon request from the IUPA, agrees to discuss, with representatives of the IUPA, the impact of the layoff on bargaining unit employees.

Section 29.2. Layoff in the bargaining unit shall be based upon the length of un-interrupted continuous service with the Employer, with the least senior employee within the affected job classification being laid off first. A Lieutenant bumping into the police officers bargaining unit shall be paid at the appropriate rate of pay for that position.

Section 29.3. Employees who are laid off long-term shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled in inverse order of their layoff. A recalled employee shall have five (5) calendar days following residential service of the notice of recall at the employee's last known address to notify the Employer of the employee's intention to return to work, and shall have fourteen (14) calendar days from the date of residential service of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. Employees must be able to perform all required duties when recalled. Failure to report to work as required, fit for duty, shall result in forfeiture of the employee's rights to recall. Employees affected by any short-term layoff will be notified of their return date at the time of layoff and shall return to work on the date specified.

Section 29.4. It is intended that the provisions contained herein shall be the exclusive procedures for conducting a layoff of bargaining unit employees and that no provision of the Ohio Revised Code or the City of Upper Sandusky Civil Services Rules pertaining to layoffs and/or recalls shall be applicable to the bargaining unit employees.

ARTICLE 30 **BULLETIN BOARD**

Section 30.1. A bulletin board shall be purchased by the Union which shall be installed by the City in a mutually agreed upon location that is outside of casual public view. Such board shall be enclosed with lock(s).

Section 30.2. Access shall be restricted to Union use, but shall not include postings which are political, derogatory, or offensive in nature or otherwise in violation of any provisions of this Agreement.

ARTICLE 31 **ENTIRE AGREEMENT**

Section 31.1. This Agreement sets out the entire understanding between the City and the IUPA. Neither party intends to be bound or obligated except to the extent that is expressly so agreed herein.

Section 31.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32
SEVERANCE CLAUSE

Section 32.1. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions of this Agreement or the application of such portions.

Section 32.2. In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

Section 32.3. To the extent permitted by O.R.C. 4117, the parties agree that it is their intent to specifically waive the applicability of any Ohio Revised Code section or other state or local regulations which conflict with any sections of this Agreement and to be bound solely by the terms of this Agreement.

ARTICLE 33
DRUG AND ALCOHOL TESTING

Section 33.1. Policy Statement. The Union and the Employer both recognize that Police Officers and Lieutenants serve in safety sensitive positions and use of controlled substances can cause intoxication and/or impairment on the job and pose risks to the Employer, the affected employee, co-workers, and the general public. Therefore the Union and the Employer agree as follows:

- A. No employee shall report for duty or remain on duty while having an alcohol concentration of .02 or greater or while under the influence of any other controlled substance addressed in this article.
- B. No employee shall be on duty or operate City vehicles or equipment while having alcohol or any controlled substance addressed in this article in the employee's possession.
- C. No employee shall use alcohol or any other controlled substance addressed in this article while on duty.
- D. No employee shall violate any laws regarding the use or possession of any controlled substance.
- E. No employee shall refuse to submit to a post-accident, random, reasonable suspicion, return to duty, or follow-up alcohol or drug test. Random drug testing shall be limited to no more than 25% of the applicable drug testing pool of employees per year.
- F. Any employee using a prescribed drug or medication which is known or advertised as possibly affecting or impairing judgment or coordination; causing dizziness or

drowsiness; or which may adversely affect the employee's ability to perform work in a safe and productive manner; shall notify the Chief of Police. The Chief of Police shall determine if the employee should remain at work, be given restricted duties, or be approved for sick leave.

- G. Employees may be given an opportunity to give an explanation of any positive test to the City of Upper Sandusky Representative ordering the test. If available, a union steward or representative may be present during such an explanation and shall be entitled to confer with the employee before an explanation is given, if the employee so requests.
- H. Refusal to submit to urine or breath testing after being properly ordered to do so may result in disciplinary action.
- I. The City of Upper Sandusky may order urine samples and breath analyzer methodology, as is available at the test facility. Blood tests may not be ordered or utilized.

Section 33.2. Definitions. The following definitions shall be applicable to this article:

- A. The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.
- B. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- C. The term "alcohol misuse" is defined as being under the influence of alcohol on the job or the impairment of the employee with regard to his/her ability to perform job duties.
- D. The term "Chain of Custody" means the procedures beginning at the time of collection to account for all handling and storage of each specimen.
- E. The term "Confirmatory Test" means a second laboratory procedure used to analyze a positive test result from a screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation test.
- F. The term "Cutoff Levels" means the minimum amount of alcohol or other controlled substance detected in the employee's body system which constitutes a "positive" test result.

Section 33.3. Testing Procedures.

- A. Urine specimens may only be tested for covered drugs. Covered drugs or classes of drugs are: marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP). Specimens may not be used to conduct any analysis or test not specifically provided herein.

- B. Urine specimens shall be collected only at the laboratory or hospital where the specimen is to be initially tested, unless this is impossible. The City of Upper Sandusky Representative who is involved in the discipline process shall not serve as the collection site person.
- C. Collection of urine specimens must allow reasonable individual privacy unless there is clear and convincing reason to believe that a particular person may alter or substitute the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same gender as the employee. The following circumstances are the only grounds to believe a person may alter, or may have altered or substituted a specimen:
1. The urine specimen is outside the normal temperature range (32.5C, 90.5 – 99.8F) and the employee will not allow an oral body temperature to be taken, or the oral body temperature is 1 C/1.8F different from the temperature of the specimen;
 2. The collection site person observes behavior that indicates an attempt to alter or substitute a specimen;
 3. The specimen is determined to be invalid and there is no medical explanation; or
 4. The employee has previously been determined to have used a controlled substance and the test is a follow-up test after return to service.
- D. As part of the collection process, the specimen provided will be split into two (2) portions; a primary specimen and a secondary (split) specimen. The employee shall be allowed an opportunity, at the employee's expense, to have any specimen which tests positive retested at a different certified laboratory. The employee shall have seventy-two (72) hours, after a positive test result is received, to request a test by a different laboratory.
- E. If the employee is unable to provide 45 ml of urine, the employee will have up to three (3) hours to provide the required 45 ml, and may consume up to 40 ounces of fluids during this time period. The employee will be required to be monitored during the waiting period.
- F. At each step in the collecting process, the urine specimens shall be documented to establish procedural integrity and the chain of evidence. A standard drug testing custody and control form must be used. Testing shall be done by a laboratory which complies with the guidelines for federal drug testing programs and is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- G. The employee designated to provide a sample must be identified prior to any sample being taken. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. At all times practicable, samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

- H. No discipline shall be imposed until the employee has had seventy-two (72) hours from notification of a positive test to seek tests of the same specimen by another certified laboratory as specified above. Seeking another test shall not be cause for discipline or used against an employee in an arbitration proceeding.

Section 33.4. Laboratory Analysis Procedures.

- A. The certified laboratory will perform initial screenings on all primary specimens. In the event that the primary specimen tests positive, a confirmation test of that specimen will automatically be performed. If the confirmatory test is positive it will be reported to the Medical Review Officer (MRO) as a positive.
- B. The laboratory must also perform validity testing on each specimen received. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted. The following will be measured: creatinine level, specific gravity, and pH. In addition, all specimens will be tested for known adulterants. An initial validity test is performed first, followed by a confirmation test if required.
- C. All laboratory results will be reported by the laboratory to a MRO designated by the City, who shall follow the procedures outlined below.
 - 1. All tests results will undergo a review process by the MRO.
 - 2. Negative test results will be reported directly to the City by the MRO.
 - 3. Positive, adulterated or substituted results will be handled in the following manner by the MRO:
 - a. Before reporting a positive, adulterated or substituted test result to the Employer, the MRO will attempt to contact the employee to discuss the test result.
 - b. The employee is required to discuss the result with the MRO. The employee will be allowed to explain and present medical documentation to explain any permissible use of a drug.

For adulterated or substituted results, the employee must demonstrate that he or she did produce or could have produced urine, through physiological means, a specimen meeting the creatinine and specific gravity criteria of a substituted or adulterated specimen.

If the MRO is unable to contact the employee directly, the MRO will contact the Employer, who shall, in turn, contact the employee and direct the employee to contact the MRO. Upon being so directed, the employee shall contact the MRO immediately or, if the MRO is unavailable, at the start of the MRO's next business day.

If, after failing to contact the MRO within 72 hours after being instructed to do so by the Employer, or if the employee cannot be contacted at all within ten (10) days, or if the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive or a refusal.

In the MRO's sole discretion, a determination will be made as to whether a result is verified as positive, negative or considered a refusal.

4. If a specimen is reported diluted by the laboratory, the MRO will report this information to the Employer, who will require an immediate recollect for another test. The result of this test will stand as the final result. The employee shall also be subject to disciplinary action for diluting the specimen.

- D. The cutoff levels (positive detection) for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter.

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

- E. A confirmation test will be performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml and 200 ng/ml amphetamine

Tests which are below the levels set forth above shall be determined as negative.

Section 33.5. Alcohol Testing Protocol. Alcohol tests will be conducted by a trained Breath Alcohol Technician (BAT) or Screening Test Technician (STT). Screening tests may be done using an evidential breath testing device (EBT) or non-evidential screening device approved by the National Highway Traffic Safety Administration. Confirmatory tests will be done by a trained BAT using an evidential breath testing device. The employee shall report to the alcohol testing site as notified by the Employer. The employee shall follow all instructions given by the alcohol technician.

If the result of a screening test is a breath alcohol concentration (BAC) of less than 0.02, no further testing is authorized. Any initial test indicating a BAC of .02 or greater will be confirmed on an EBT operated by a BAT. The confirmation test will be performed no sooner than fifteen (15) minutes and no later than thirty (30) minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .020 to .039, the employee shall be removed from duty for twenty-four (24) hours or until his/her next scheduled on-duty time. Employees may utilize accrued paid leave time to cover the remainder of the employee's shift. Employees with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action.

Section 33.6. Employee/Employer Rights.

- A. The City shall pay the costs of all tests, except the drug test requested by an employee and any follow-up or return-to-duty tests following a positive drug test result.
- B. An employee ordered to take a test shall be paid for all lost work time due to the City's order to take such test. The City may, following notification by the MRO that the employee has tested positive or has altered or substituted the sample, place an employee on unpaid leave until the employee is returned to work or disciplined. An employee whose test is negative shall be made whole for all lost wages and other benefits. Employees who test positive where proper procedures are followed shall not be made whole for any period of time on unpaid leave.
- C. Employees and/or the Union shall have the right to appeal any discipline imposed by the City under this article.
- D. Voluntary submission to a chemical dependency program prior to being requested to undergo a drug test shall not be grounds for discipline.
- E. An employee testing positive for legally obtained prescription drugs or alcohol under the provisions of this article may be given the option of entering into an Employer approved chemical dependency program in lieu of discipline. If the employee successfully completes such a program and is not disciplined for substance abuse for five (5) years following the initial charge, the discipline shall be revoked and it shall not be used as a basis for any other disciplinary action in the future.
- F. The Employer may develop policies in compliance with this article for purposes of implementing and administering drug and alcohol testing. In the event the Employer desires to implement an employee assistance program and/or a drug and alcohol education program, the Employer agrees to meet with representatives of the bargaining unit to discuss the details of such program(s).
- G. Nothing in this article shall be construed as a waiver of the Employer's right to discipline employees who use illegal drugs or who are charged with other infractions.

ARTICLE 34
SHIFT DIFFERENTIAL

Section 34.1. Officers assigned to the second shifts shall receive an additional fifty cents (\$.50) per hour.

ARTICLE 35
DURATION

Section 35.1. This Collective Bargaining Agreement shall be effective January 1, 2014 and shall remain in full force and effect until December 31, 2016, and shall thereafter be continued in full force and effect from year to year and shall be renewed for successive years, unless written notice of termination or a desire to modify, alter, or amend this Agreement is given in writing, via certified mail, by either party, at least ninety (90) days, but no more than one hundred twenty (120) days, before the expiration date. Notice from the union shall be sent to the Mayor. Notice from the City shall be sent to the Local Union President.

ARTICLE 36
PERMANENT SHIFTS

Section 36.1. Annual bidding by seniority shall be conducted during the month of November and be completed by December 1st with implementation beginning January 1.

Section 36.2. Probationary officers may not participate until after their probationary requirements are fulfilled.

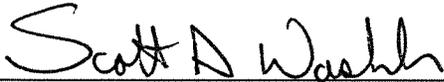
Section 36.3. Any mid-year vacancies shall be filled by posting the vacancy for ten (10) days. The most senior officer submitting a bid shall be awarded the vacancy. If the vacancy goes unfulfilled, it shall be resolved by seniority.

Section 36.4. Notwithstanding the above sections, in cases of threats or acts of terror (foreign or domestic), or in the event of natural or man-made disasters (e.g., tornados, earthquakes, winter storm events, flooding, fires, chemical spills, etc.) or other emergency conditions, the Chief of Police may reassign an employee's shift in order to meet operational staffing needs as determined by the Chief.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the
16th day of June, 2014.

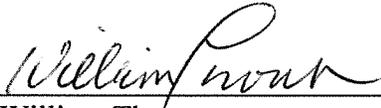
FOR THE CITY OF UPPER
SANDUSKY, OHIO:



Scott D. Washburn
Mayor



Thomas Shumaker
Safety Committee Member



William Thornton
Safety Committee Member

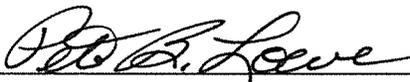


Scot Swinehart
Safety Committee Member

CITY BARGAINING TEAM:



Mark Ellis, Law Director



Pete B. Lowe, Management Consultant

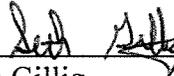
FOR THE INTERNATIONAL UNION
OF POLICE ASSOCIATIONS:



John M. Roca, Esq.
IUPA Representative



Michael Gullifer
Police Lt./Bargaining Committee Member



Seth Gillig
Police Ofc./Bargaining Committee Member

**LETTER OF UNDERSTANDING BETWEEN
THE CITY OF UPPER SANDUSKY
AND THE IUPA — POLICE OFFICERS / LIEUTENANTS**

The City of Upper Sandusky and International Union of Police Associations, Local 32 wish to memorialize their understanding regarding a detective position.

1. The parties acknowledge that from time to time the City of Upper Sandusky may have a need for temporary specialized assignments for detectives.
2. It is understood that at all times detectives shall be compensated as set forth in the Collective Bargaining Agreement and shall accrue sick pay or leave, vacation pay, holiday pay, and compensatory times under the same circumstances and as set forth in the Collective Bargaining Agreement.
3. When a bargaining unit employee is specifically assigned by the Chief of Police to perform specialized temporary detective duties, detectives working such an assignment shall work Monday through Friday, four (4) eight (8) hour shifts and one ten (10) hour shift per week. The ten (10) hour shift shall fall on Wednesday.
4. Sick leave, vacation, compensatory time, and holiday time will be used by detectives working temporary specialized assignments based on the scheduled number of hours to be worked on the day sick leave, vacation, compensatory time, and holiday time is to be used. For example, if a detective working a temporary specialized assignment is using sick leave and is unable to report for work on a Wednesday, he or she may use ten (10) hours of sick leave. Usage of all other paid leave benefits will be permitted on the same basis.
5. It is understood detectives working temporary specialized assignments will be available 24 hours a day, seven (7) days a week, except during approved leave (i.e., sick leave, vacation, compensatory time, and holiday time).
6. It is understood that start times on any particular workday may not necessarily be the same every day.

FOR THE CITY OF UPPER SANDUSKY: FOR THE INTERNATIONAL UNION
OF POLICE ASSOCIATIONS, LOCAL 32:

Date Signed: _____

Date Signed: _____

**APPENDIX A
IUPA GRIEVANCE FORM
CITY OF UPPER SANDUSKY**

Grievance No. _____

1. Employee's name _____
Address _____
Telephone Number _____
2. Employee's classification _____
3. Date grievance was first discussed with management _____
Management representative with whom grievance was discussed _____
4. Date grievance was filed in writing _____
5. Date/time grievance occurred _____
6. Location where grievance occurred _____
7. Names of witnesses _____

8. Description of the incident giving rise to the grievance _____

9. Specific articles and sections of the Agreement allegedly violated _____

10. Desired remedy to resolve the grievance _____

11. Grievant's signature _____

STEP 1 — CHIEF OF POLICE

Date received at Step 1 _____

Police Chief's signature _____

Grievance Meeting No Yes Date _____

Step 1 Response _____

Date returned to grievant _____

Grievant's signature _____

STEP 2 — SAFETY COMMITTEE

Date received by Clerk of Safety Committee _____

Clerk's signature _____

Grievance Meeting No Yes Date _____

Step 2 Response _____

Date returned to grievant _____

Grievant's signature _____

STEP 3 — REQUEST FOR ARBITRATION

Date received by Mayor _____

Mayor's signature _____

Date Arbitrator was selected _____

Date for arbitration hearing _____