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AGREEMENT
BETWEEN THE
CITY OF ALLIANCE
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(OPBA)
PATROL OFFICERS

SERB CASE # 2012-MED-10-1096

Effective January 1, 2014
Through December 31, 2016

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Preamble/Purpose	1
Article 2 Recognition	1
Article 3 Dues Check Off and Fair Share Fee	1
Article 4 No Strike/Lock Out.....	2
Article 5 Management Rights	3
Article 6 Severance of Prior Agreements/Mid-Term Bargaining.....	4
Article 7 Work Rules	4
Article 8 Drug/Alcohol Screening	5
Article 9 Labor Management Committee	6
Article 10 Disciplinary Action.....	6
Article 11 Grievance and Arbitration Procedure	8
Article 12 Non-Discrimination	11
Article 13 Reduction In Force and Recall.....	12
Article 14 Seniority	13
Article 15 Deadly Force.....	14
Article 16 Health and Safety.....	14
Article 17 Legal Fees	14
Article 18 Overtime/Hours of Work	14
Article 19 Wages and Longevity	16
Article 20 Pension Pick Up.....	17
Article 21 Health Insurance Benefit	18
Article 22 Hazardous Duty Payment	22
Article 23 Standby Time Pay.....	22
Article 24 Education Allowance.....	22
Article 25 Uniform Allowance	23
Article 26 Reimbursement of Damages.....	24
Article 27 Paid Legal Holidays.....	24
Article 28 Vacations	25
Article 29 Sick Leave.....	27
Article 30 Injury on Duty.....	29
Article 31 Bereavement Leave.....	31
Article 32 Unpaid Leave of Absence.....	32
Article 33 Family and Medical Leave Act.....	32
Article 34 Residency.....	33
Article 35 Incompatible Employment.....	33
Article 36 Headings	33
Article 37 Personnel Files.....	33
Article 38 Separability	34
Article 39 Miscellaneous	34
Article 40 Union Representation and Matters	34
Article 41 Shift Bid & Training.....	35
Article 42 Minimum Staffing.....	36

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 43 Term of Agreement.....	36
Signature Page	37
Side Letter #1 Lump Sum Payment	38
Side Letter # 2 Insurance Committee Composition	38
Side Letter # 3 Filling Unscheduled Overtime	38
Attachment A Health Insurance Benefits	39

ARTICLE 1
PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is entered into by the City of Alliance, Stark County, Ohio, hereinafter referred to as the "City" and Ohio Patrolmen's Benevolent Association, for the Patrol Officers' Bargaining Unit, hereinafter referred to as the "Union" or the "OPBA."

Section 2. Purpose. The purpose of the Agreement is as follows: the promotion of harmonious relations between the City and the Union; the establishment of equitable and peaceful procedures for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. It is further the purpose of the parties to use their best efforts to serve the citizens of the City of Alliance; and to provide a more professional police department.

ARTICLE 2
RECOGNITION

The City hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining representative for all full-time Patrol Officers employed by the City of Alliance with respect to wages, hours, and other terms and conditions of employment as set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 3
DUES CHECK OFF AND FAIR SHARE FEE

Section 1. Dues Deductions. The City agrees to deduct monthly from the wages of any employee, who is a member of the Union, membership dues, initiation fees, and/or assessments. Employees shall submit a written authorization for dues deductions. The Union will notify annually in writing the City of the dues it charges and its current membership. The Union will update membership information as necessary. Except as otherwise provided for in this article, each eligible employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the Union dues deduction authorization to the Employer or its designee.

Section 2. Deduction Submission. Such sums deducted from a Bargaining Unit member's pay, accompanied by a list of Bargaining Unit members from whose pay they have been deducted and the amount deducted shall be forwarded to the OPBA as directed by the OPBA within the month such collection is made.

Section 3. Refunds/Deduction Errors. In the event that a refund is due any Bargaining Unit member for any sums deducted from wages paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for a Bargaining Unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the Bargaining Unit member or Union.

Section 4. Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

Section 5. Fair Share Fee Contribution. In recognition of the Union's services as the bargaining representative, all employees of the bargaining unit not electing membership in the Union shall share in the financial support of the union by paying a fair share fee as a condition of continued employment. The fair share fee shall not exceed, on a monthly basis, the monthly Union dues paid by members of the Union. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association as provided in Section 2.

Section 6. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it maintains an internal fair share fee notice, rebate, and appeal procedure and that it shall administer its fair share fee rebate procedure in accordance with applicable law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

ARTICLE 4 **NO STRIKE/LOCK OUT**

Section 1. Strike. The Union and the Bargaining Unit members recognize that a strike, as defined in Section 4117.01 and Section 4117.04 of the Ohio Revised Code, is illegal for police officers and they pledge not to engage in any strike against the City of Alliance as defined in the previous sections, including but not limited to slowdowns, job actions, and sympathy strikes or other concerted interference with, or withholding of services mandatory or discretionary job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties as police officers. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15(C), Revised Code.

Moreover, the obligations, rights and provisions of this article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

Section 2. Job Action. The Union agrees to actively seek stoppage of any type job action by a member or members of the Bargaining Unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

Section 3. Lock Out. The City agrees not to lock out any employee in the Bargaining Unit during the term of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights - express or inherent - to operate, manage, and direct the Division of Police of Alliance, Ohio (herein sometimes referred to as "Department"). Such rights shall include, but not be limited to, the following:

- (a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds, and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department;
- (b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;
- (c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligible lists;
- (d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which Departmental operations shall be carried out; and to establish, continue, or change policies, practices, rules and regulations;
- (e) to maintain or increase the efficiency and/or effectiveness of departmental services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Department services; and to schedule overtime;
- (f) to take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency;
- (g) to determine the classifications, size and duties of the workforce, determine shifts and reasonable overtime requirements, assign allocated work to and between police stations, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

Section 2. Reservation of Rights. The City specifically retains all its rights contained in Section 4117.08(C)(1)-(9) Ohio Revised Code, which are not listed above.

Section 3. Joint Responsibility. The Union and City agree that they have joint and absolute responsibility to provide uninterrupted and continuous police protection to the citizens of the City of Alliance.

ARTICLE 6 **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

Section 1. The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. The Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 5, Management Rights.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. The Employer shall not be permitted to modify or alter any term or provision of this Agreement without the agreement of the Union. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation and shall meet with the Union to discuss the matter. The Employer may unilaterally implement such action after discussions have taken place. Such action must be reasonable. The union may grieve and arbitrate the reasonableness of the Employer's decision.

ARTICLE 7 **WORK RULES**

Section 1. All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

Section 2. The Union recognizes that the Employer under this agreement has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 3. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the

Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

Section 4. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

Section 5. Mandatory Training. It is specifically understood and agreed that the officers will cooperate with the rules and regulations as they relate to mandatory training. Officers who refuse mandatory training, or who leave mandatory training sessions early without cause, may be disciplined under the rules and regulations and in accordance with those rules and regulations.

ARTICLE 8 **DRUG/ALCOHOL SCREENING**

- (a) Drug screening tests shall be part of the periodic physical examination given to officers to detect the use of illegal drugs or controlled chemical substances. In addition to the periodic physical examination, baseline testing may be administered once per year without prior notice. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- (b) The Bargaining Unit member may have a second confirmatory test done at a lab of his choosing, at his expense; provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, having a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine percent (99%). This test shall be given the same weight as the two previous tests.
- (c) If both the screening and the confirmatory tests are positive, the City may require the Bargaining Unit member to participate in a rehabilitation or detoxification program which is covered by the Bargaining Unit member's health insurance program. A Bargaining Unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such Bargaining Unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the Bargaining Unit member is no longer using illegal drugs or abusing controlled substances, the Bargaining Unit member shall be returned to his position. Such Bargaining Unit member may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return. Any Bargaining Unit member in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- (d) If the Bargaining Unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one

(1) year after his return to work upon completion of the program of rehabilitation, such Bargaining Unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, the costs of all drug screening tests and confirmatory tests shall be borne by the City.

- (e) For the purpose of this article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a Bargaining Unit member may be tested more frequently during the one (1) year period after his return from a rehabilitation or detoxification program.
- (f) For the purposes of implementing the provisions of this article, each Bargaining Unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the Bargaining Unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the Bargaining Unit member.
- (g) If a Bargaining Unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the Bargaining Unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A Bargaining Unit member may use accrued vacation or holiday time during such leave. A Bargaining Unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A Bargaining Unit member found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The Bargaining Unit member's health insurance premiums will be paid during the leave of absence.

ARTICLE 9 LABOR MANAGEMENT COMMITTEE

In accordance with the purpose of this Agreement which is to promote harmonious relations between the City and the Union and the Union members, the City agrees to meet quarterly with the Labor Management Committee of the Union to discuss matters of interest and concern to members of the Bargaining Unit. It is understood that such meetings are not bargaining sessions. The City shall have the right to accept or reject suggestions made by the Labor Committee at the City's sole discretion.

ARTICLE 10 DISCIPLINARY ACTION

Section 1. No employee shall be disciplined except for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).

2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Progressive Discipline. Management shall practice progressive discipline, but reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure based upon the seriousness of the offense. Management's practice of progressive discipline does not infringe upon its right to remove an employee from the payroll on the first instance for a firing offense. The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Any form of discipline for any matter will be considered for determining the next level of discipline for any subsequent offense.

Section 3. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension (with or without pay) or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence including the facts underlying the charged offense, and what form of discipline may be imposed.

The employee may be accompanied by an OPBA Attorney and/or employee representative during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his OPBA Attorney or union employee representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 4. Notice of discipline. All written notices involving discipline shall state the specific actions of the violation, the specific rules or regulations alleged to have been violated, and the amount of discipline imposed.

Section 5. Investigatory Interviews. Any time a Bargaining Unit member is required to answer questions as a part of a disciplinary investigation/action, and the member is the subject to

the disciplinary investigation/action, the Employer shall advise the member that he is the subject of the disciplinary investigation/action and that he may request the presence of a Union representative, the presence of legal representation, or both. If the member elects either form of representation and such is not immediately available, reasonable time shall be given for the member to obtain representation.

Section 6. Use of Global Positioning System and Voice Stress Analysis. The Employer shall not use any Global Positioning System (GPS) as the only basis for, nor the only evidence in, a disciplinary action against an employee. The Employer may not require an employee to submit to Voice Stress Analysis (VSA) testing for any purpose.

Section 7. Disciplinary Records. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no intervening discipline from the date of issuance, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	eighteen (18) months
All other Discipline	twenty-four (24) months

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the provisions listed above and shall be considered in all future discipline involving drug and alcohol offenses.

Section 8. Disciplinary Appeals. Appeals of disciplinary action shall be submitted directly to the Safety-Service Director at Step 3 of the grievance procedure in accordance with the applicable time limitation for the filing of a Step 1 grievance. Disciplinary appeals involving letters of instruction and cautioning and written reprimands are subject to the grievance procedure, but are not eligible for arbitration.

ARTICLE 11 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

Section 2. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 5. Time Limit Calculations. The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

Step One – Supervisor: Within seven (7) days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the supervisor, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The supervisor shall either respond to the grievance or schedule a meeting with the grievant and representative(s) of the union to discuss the grievance and respond in writing to the grievant within seven (7) days of receipt of the grievance or the meeting, if held.

Step Two – Chief: A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police/designee within seven (7) days of receipt of the Step 1 answer or default rejection. The Chief/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

Step Three – Safety-Service Director: A grievance unresolved at Step 2 may be submitted by the grievant to the Safety-Service Director//designee within seven (7) days of receipt of the Step 2 answer or default rejection. The Safety-Service Director//designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 3. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within thirty (30) days of the date of the answer at Step 3, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 7. Selection of Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The expenses of obtaining the initial list shall be borne by the party requesting it. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

Section 8. Arbitrator's Jurisdiction. The jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the express terms of this Agreement and any subsequent agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and
- (b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by reference to any so-called practices or customs of any other police department; and
- (c) The rendition of a decision or an award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
- (d) The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as otherwise mutually agreed upon by the parties hereto; and

- (e) The rendition of a decision or award in writing which shall include a statement of the reason and grounds upon which the decision or award is based; and
- (f) In discipline cases the arbitrator shall have the authority to consider mitigating factors and may modify any discipline imposed by the Employer to the extent that it may be reduced;
- (g) The rendition of a decision or award based upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other, and arguments presented in the written briefs of the parties; and
- (h) The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs of the parties.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time, unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing.

Section 9. Arbitration Expenses. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make a request. However, expenses related to the calling of witnesses, attorney fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called, or attorneys employed.

Section 10. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code. As provided in Section 4117.10 (A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this final and binding grievance procedure.

ARTICLE 12 **NON-DISCRIMINATION**

Section 1. The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, age, military status, genetic information, or disability. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by state and federal law, and no arbitrator considering grievances under this section shall have the authority to recognize rights or provide a remedy exceeding that required by law.

Section 2. Union Activity/Status. The parties agree that there shall be discrimination, restraint, or coercion against any employee due to his decision to join or participate in the union or refrain from joining or engaging in activities on behalf of the union. The Union is required to represent all

employees in the Police Department who are members of the Bargaining Unit fairly and equitably, regardless of their membership, or non-membership, in the Union.

Section 3. Gender Neutral. Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 13 **REDUCTION IN FORCE & RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Alliance Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. Upon the request of the OPBA, the City agrees to discuss, with representatives of the OPBA or Association, the impact of the layoff on bargaining unit employees.

Section 3. Procedure. Whenever the Employer determines that there exists a lack of work or lack of funds, or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by departmental seniority within the affected classification. The employee with the least amount of departmental seniority within the affected classification shall be laid off first or subject to abolishment. In the event that a layoff occurs among full-time patrol officers, as a result of a reduction in force (i.e. layoff or abolishment) in the department, within the affected classification (i.e., patrol officer), the Employer agrees to first layoff all temporary, seasonal, and part-time employees within the affected classification prior to initiating a layoff of regular full-time employees. Departmental seniority is calculated in accordance with Article 14, Seniority.

However, in any situation where a layoff is not made among full-time patrol officers or in the instance where a full-time patrol officer is to be laid off in connection with the return of another full-time patrol officer to active duty from disability status, the Employer shall not be required to first layoff, within the affected classification, all temporary, seasonal, and part-time employees prior to reducing the affected employee within that classification. In all instances bumping rights shall be afforded per Section 4.

An employee shall remain on the recall list irrespective of whether he accepts or continues reduced employment with the City.

Section 4. Bumping Rights. An officer residing in a higher classification/rank within the Alliance Police Department, who is subject to reduction, may utilize his departmental seniority, if possible, to displace the unit member with a lesser amount of departmental seniority residing in a lower classification/rank or status (in the limited circumstances above).

Section 5. Recall Rights. Members on layoff or reduced shall remain on a recall list for three (3) years, and the City shall recall from that list in the reverse order in which members were laid off or reduced, before hiring anyone else in the classification from which members are on layoff. Employees shall be given fourteen (14) calendar days advance notice of recall, and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 14 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total Seniority is defined as the total amount of uninterrupted, continuous, full-time service with the City of Alliance.
- B. **Classification Seniority.** Classification seniority is defined as the length of full-time service within a specific bargaining unit classification covered by this agreement (i.e., police officer). Classification seniority is interrupted, but not broken, through voluntary promotion from a classification covered by this bargaining agreement. If an employee bumps back into the unit pursuant to his departmental seniority, his classification seniority shall only include that time for which he was a member of this bargaining unit. An employee does not retain any classification seniority following a break in service as identified in Section 2.
- C. **Department Seniority.** Department seniority is defined as the length of uninterrupted, continuous, full-time service as a sworn police officer with the City of Alliance Police Department, irrespective of rank.

Section 2. Break in Service. The following events constitute a break in seniority/continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

- A. Voluntary resignation;
- B. Termination of employment for just cause;

- C. Failure to report for work without prior notice to the Employer for a minimum of three (3) consecutive workdays, without reasonable explanation to the Employer;
- D. Layoff in excess of thirty-six (36) months;
- E. Failure to return from an approved leave of absence. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

ARTICLE 15
DEADLY FORCE

Anytime a Bargaining Unit member uses deadly force, the rules and regulations of the City of Alliance's Police Department shall apply. Should the City decide to place the Bargaining Unit member on administrative leave pending investigation of the use of deadly force, the Bargaining Unit member shall continue to receive full pay and benefits during such leave, which are not to be deducted from any other benefit.

ARTICLE 16
HEALTH AND SAFETY

The Labor Management Committee will represent the Union in connection with any complaints concerning the safety of the bargaining members in the unit. It is the intention of the parties that the Labor Management Committee will work with the command officers of the safety forces including the Police Chief to eliminate unsafe working conditions.

ARTICLE 17
LEGAL FEES

Section 1. Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to arbitration. Compliance shall be subject to applicable statutory procedures.

ARTICLE 18
OVERTIME/HOURS OF WORK

Section 1. The standard work day for bargaining unit employees shall be eight (8) consecutive hours. The standard work week for bargaining unit employees shall consist of forty (40) hours in a seven (7) day period. Bargaining unit employees shall work five (5) consecutive days followed by two (2) consecutive off-days. Such time includes the established paid lunch period. The Employer shall have the ability to interrupt the lunch period and order employees to return to work if it determines that its operational needs so require.

Section 2. Prescription/Prior Approval. Overtime shall be offered to full-time employees prior to part-time employees. This provision applies only to scheduled overtime. These provisions shall not apply to the staffing of a part-time employee at the north public entrance or in the Dispatch Center.

Scheduled overtime occurs when the City has at least forty-eight (48) hours notice to meet normal manning needs, special events and special assignment requirements.

In the event of an emergency, the Chief may prescribe reasonable periods of overtime to meet operational needs. If the Chief is not available, a Command Officer may authorize such overtime. However, when it is practical and possible to do so, all overtime shall be approved by the Safety-Service Director in advance. In any case, all overtime must be reported to and justified as required by the Chief of Police and/or the Safety-Service Director. Complete records of overtime of employee shall be maintained by the Department.

In the event of an opening due to a manpower shortage, both scheduled and non-scheduled openings shall be filled with regard to Classification Seniority. This section does not apply to emergencies or positions where a specific need or circumstance is known or specific case knowledge is required. The Employer will not apply this language in any arbitrary or capricious manner.

In the event that a bargaining unit member is required to attend training sessions beyond the normal work regime, prior approval must be received from the Chief of Police, before the officer shall be paid overtime.

Section 3. Overtime Rate of Pay. Each bargaining unit member who is required to work more than eight (8) hours in one day or forty (40) hours in one week shall be paid at the rate determined by the following formula:

Hourly rate x 1.5 = Overtime rate per hour

Overtime shall be computed on the basis of fifteen (15) minute increments with a minimum of fifteen (15) minutes in excess of the eight (8) hour day. Except for sick leave and compensatory time, all hours paid shall be considered hours worked for purposes of computing overtime payment.

Section 4. Call-In Overtime. Overtime will be paid whenever a bargaining unit member is called in for duty while off- duty, on his day off, on his vacation or on compensatory time off. When a bargaining unit member is called into work while off-duty, he shall be paid for a minimum of four (4) hours overtime. This provision does not apply for appearance in court or training sessions.

Section 5. Court Time. Overtime will be paid for each appearance in court, grand jury or pretrial conferences necessitated by that individual's performance of his duty. Four (4) hours of

overtime will be the minimum allowance for each appearance and will be paid to those individuals who are required to appear when they are not normally scheduled to work. An employee is entitled only one "four-hour minimum allowance" if court appearances occur on the same day and in the same court, and if those multiple appearances take less than four (4) hours. Upon receipt of notification to be "on-call" for a court appearance, the employee shall submit the notification to his designated supervisor so an attempt can be made to resolve the issue. In an event where the employee is subsequently required to be "on-call" for a court appearance, the employee shall receive two (2) hours of overtime pay for each day required to be "on-call."

Section 6. Travel Allowance. A bargaining unit member shall be allowed the current rate paid to all City employees for the use of his automobile to attend any court appearance, except in Alliance Municipal Court, or other city business, in addition to the overtime pay, provided he is not reimbursed at any other source for his attendance.

Section 7. Training Overtime. Two (2) hours of overtime will be the minimum allowance paid for each mandatory training session attended by a bargaining unit member when they are not normally scheduled to work.

Section 8. Compensatory Time. Each bargaining unit member may, at his discretion, elect to take compensatory time off in lieu of compensation for any overtime worked and compensatory time may be accumulated up to a total of 480 hours. Upon reaching the 480-hour limit, the bargaining unit member will either be paid for additional hours of overtime worked or may use some compensatory time in order to bring the compensatory time accumulated below the 480-hour limit provided in federal law.

Upon termination of employment, a bargaining unit member shall be paid for his compensatory time at the average regular rate received by such bargaining unit member during the last three (3) years of the bargaining unit member's employment, or the final regular rate received by such bargaining unit member, whichever is higher. Such payments will be made within thirty (30) days of termination of employment.

ARTICLE 19
WAGES AND LONGEVITY

Section 1. Base Hourly Rate. The Base Hourly Rates for Patrol Officers within this Bargaining Unit are set forth below.

Schedule	Effective 1/1/2014 (1.0%)	Effective 1/1/2015 (1.0%)	Effective 1/1/2016 (1.0%)
PATROLMEN III HOURLY (Commencing with the 5 th year of employment)	\$21.60	\$21.82	\$22.04
PATROLMEN II HOURLY (Commencing with the 3 rd year of employment)	\$20.52	\$20.73	\$20.94

PATROLMAN 1 HOURLY (Commencing with the 2 nd year of employment)	\$19.57	\$19.78	\$19.98
PATROLMAN-PROB. HOURLY (Equal to or less than 1 year of employment)	\$17.49	\$17.67	\$17.84

Section 2. Longevity. The following longevity compensation shall be paid in the second pay in June and the first day in December of each contract year pursuant to the following schedule:

Years of Continuous Service Completed	Monthly Payment
4	\$30.00
10	\$70.00
15	\$90.00
20	\$110.00

The continuous service record of an eligible Bargaining Unit member shall be determined by computing the time actually spent in the employment of the City. Any Bargaining Unit member who has previous employment with a similar public agency shall be credited with his time spent in that employment. Similar public agency shall be defined as an agency in which the Bargaining Unit member's duties were similar to those of a police officer in the City of Alliance. The final interpretation of similarity shall be made, at his sole discretion, by the Chief of Police of the City of Alliance.

Section 3. Out of Class Pay. Bargaining Unit members covered by this Agreement who are ordered to work in a higher classification must work in the higher classification for four (4) hours to receive the rate of pay of the higher classification. Upon attaining the four (4) hour minimum, the Bargaining Unit member shall receive compensation at the higher rate for all such time worked in that day.

ARTICLE 20
PENSION PICK UP

Section 1. City Payment. Commencing July 28, 1985, with respect to each Bargaining Unit member covered hereby, the City shall "pick-up," assume, and pay the full amount of the statutorily required contribution of the employees who are members of the Police and Firemen's Disability and Pension of Ohio (PFDPF) to the PFDPF. This "pick-up" is and shall be in lieu of contributions to the PFDPF, and the extent thereof, each Bargaining Unit member's salary shall be reduced. This "pick-up" by the City of PFDPF contribution shall be mandatory and no employee subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the PFDPF.

Section 2. Non-Taxable Wages. The parties hereto intend that this pension pick-up qualify under Section 414 (h) (2) of the Internal Revenue Code of 1954 so that the amounts contributed thereunder shall not constitute taxable wages for Federal and State of Ohio income tax purposes.

ARTICLE 21
HEALTH INSURANCE BENEFIT

Section 1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Until such time as a majority of City bargaining units are participating in the insurance committee, coverage and benefits shall remain comparable to those contained in attachment "A." Contribution rates shall remain unchanged until January 1, 2014. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers while maintaining comparable benefits is a comparable under this section. Once a majority of City bargaining units are participating in the committee, coverage will be determined by the committee and cost containment measures may be adopted by the Employer or the Committee pursuant to the provisions of Section 5 herein.

Section 2. Annual Wellness Screening Program. Commencing in calendar year 2014, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from ten percent (10%) to seven and one-half percent (7.5%) for 2014. For 2015, the reduction is expressed in the formula contained in Section 4.

Section 3. Tobacco Use Surcharge. Commencing in calendar year 2015, the City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost sharing formula contained in section 4. In order to avoid the surcharge, an employee and spouse

(if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

Section 4. Cost Sharing. Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective January 1, 2014, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

For those Employees Qualifying for Screening Reduction (2.5% reduction)

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$409.33	Single	\$33.19	\$442.52
EE + Child(ren)	\$757.25	EE + Child(ren)	\$61.40	\$818.65
EE + Spouse	\$859.59	EE + Spouse	\$69.70	\$929.29
Family	\$1,330.31	Family	\$107.86	\$1,438.17

Base Contribution Without Surcharge or Incentive

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$398.27	Single	\$44.25	\$442.52
EE + Child(ren)	\$736.79	EE + Child(ren)	\$81.87	\$818.65
EE + Spouse	\$836.36	EE + Spouse	\$92.93	\$929.29
Family	\$1,294.35	Family	\$143.82	\$1,438.17

For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$387.21	Single	\$55.32	\$442.52
EE + Child(ren)	\$716.32	EE + Child(ren)	\$102.33	\$818.65
EE + Spouse	\$813.13	EE + Spouse	\$116.16	\$929.29
Family	\$1,258.40	Family	\$179.77	\$1,438.17

For Tobacco Users Without Screening (5% surcharge)

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$376.14	Single	\$66.38	\$442.52

EE + Child(ren)	\$695.85	EE + Child(ren)	\$122.80	\$818.65
EE + Spouse	\$789.90	EE + Spouse	\$139.39	\$929.29
Family	\$1,222.44	Family	\$215.73	\$1,438.17

Note: The Screening Reduction and Surcharge charts will be effective when programs are implemented and employees qualify.

Upon ratification of this agreement, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid seventy percent (70%) by the Employer and thirty percent (30%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

Section 5. Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescriptions), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The bargaining unit representative on the committee will be compensated for time spent attending committee meetings at his/her regular hourly rate. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of City bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2014 plan year.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 4 of this article to the participating employees; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties

involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

Section 6. Coverage Coordination. If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

Section 7. Spousal Coverage.

- A) If an employee's spouse is eligible for insurance coverage through his or her Employer's medical or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards and the employee's spouse is not required to contribute more than fifty percent (50%) of the single employee insurance premium, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.
- B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time.
- C) Under this provision, the Employer reserves the right to pay spousal medical claims as a secondary payer, but not as the primary payer based on items A and B above.
- D) Implementation is required at the spouse's next earliest open enrollment period.
- E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Section 8. Dental Insurance. The City shall maintain and pay the full premium for the current Dental Insurance package for Bargaining Unit members and their families during the term of this Agreement. The City retains the right to change the carrier or network, but not to reduce benefits

Section 9. Life Insurance. The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$25,000.00 at the Employer's cost.

Section 10. Health Club Benefit. Bargaining Unit members shall receive the cost of a Health Club Membership (not to exceed the Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least fifty-two (52) times per year. If the

Bargaining Unit member does not meet the minimum requirement, the member shall lose the benefit for the remainder of this Agreement.

ARTICLE 22
HAZARDOUS DUTY PAYMENT

All Bargaining Unit members shall receive an annual hazardous duty payment of three hundred-dollars (\$300) per year payable to said Bargaining Unit members on the first pay in December. An employee who has not been employed for the full year shall be paid on a prorated basis.

ARTICLE 23
STANDBY TIME PAY

Section 1. Standby Pay. When a Bargaining Unit member is assigned by the Chief or his designee to stand by to respond to duty, the Bargaining Unit member shall receive one (1) hour of pay for every eight (8) hours of assigned standby status. A minimum of one (1) hour of pay at the employee's base rate shall be granted with any standby assignment. During such standby status, the officer shall be free to conduct his own activities, unrestricted by the City, but he shall be required to be available to be contacted by the City.

Section 2. Pagers. Officers may be provided with pagers or other electronic device at the City's expense. Officers would be expected to respond and report for duty if notified, or to advise the Chief of Police the reasons they are unable to respond. If an officer fails to respond, other officers will be notified to report for duty. If an officer fails to respond, the City reserves the right to remove the pager or other electronic device from the officer's possession and use.

ARTICLE 24
EDUCATION ALLOWANCE

Section 1. Qualified Degrees. In order to encourage continuing professional education for Bargaining Unit members, eligible police officers shall receive an education pay allowance based upon the attainment of either of the following degrees and the allowance shall be as follows:

- (a) Associate Degree in Criminal Justice Studies - 3% of yearly base wage
- (b) Bachelor Degree in Criminal Justice Studies - 5.5% of yearly base wage

At the discretion of the Police Chief, this payment may be made for Bachelor and Associate Degrees earned in subjects related to police functions.

Section 2. Qualified Graduation Date. The maximum allowance payable under this section shall be 5.5%. The above additional payment shall be paid on the second pay in June and the first pay in December and payment shall only be made to those qualified who have attained their degree at least five (5) days prior to the date of payment.

Section 3. Continuing Education. Where there has been prior written approval by the Chief of Police, the City shall reimburse Bargaining Unit members, within thirty (30) calendar days of grade submission, for all tuition, fees, and course mandated materials, including books, for job related continuing education programs. The determination of job relatedness will be made by the Chief of Police within his sole discretion. Distance learning through an “accredited” college or university shall be permissible under this section.

Section 4. Reimbursement Schedule. Reimbursement shall be made according to the following schedule:

REIMBURSEMENT SCHEDULE

Bargaining Unit member earns a letter grade or equivalent of:	City pays this percentage tuition, fees, and mandated expenses:
A	100%
B	85%
C	75%
Below C	0%

Reimbursement shall not exceed three percent (3%) of the Bargaining Unit member's annual base salary during any single calendar year.

ARTICLE 25
UNIFORM ALLOWANCE

Section 1. Amount/Time of Payment. A uniform allowance twelve hundred dollars (\$1,200) shall be paid to each Bargaining Unit member for each year of this Collective Bargaining Agreement. Each member shall receive the allowance in two payments of six hundred dollars (\$600). The first payment shall be received by the member with the pay for the second pay period of the month in June. The second payment shall be received with the pay for the first pay period of December. A newly hired probationary patrolman shall receive the first two installments in advance.

Section 2. Restrictions/Replacement. Bargaining Unit members shall not use the uniform for other than assigned or approved duties. Upon inspection by his Commanding Officer, if any Bargaining Unit member's uniform clothing or equipment is judged to be in need of replacement, the Bargaining Unit member shall be obligated to replace it. In order to assure the professional appearance of the Bargaining Unit members and in order to assure that they are properly equipped, the City shall conduct unannounced spot uniform and equipment inspections of the unit members.

Section 3. Alliance PD Turnout Gear. The items listed below shall be issued and replaced by the City on an as-needed basis. All items listed shall conform to the Alliance Police Department Uniform policy.

Trouser Belt	Duty Hat
Duty Belt	Rechargeable Flashlight or Tactical Light
Keepers	Gun Holster
Handcuff Case (2)	Taser Holster
OC Holder	Handcuffs (2)
Lapel Mic Strap	Magazine Case (Double or Single Stack)
Pager Holder	Portable Radio Holder
Flashlight Holder	Latex Gloves Pouch
ASP Baton	Silent Key Holder
Winter/Summer Combination Jacket (1)	ASP Holder
One (1) Pair Winter Duty Belts	Body Armor*
Winter Gloves (1 pair)	Riot Helmet w/Face Shield**
Multi-Use (Cut Resistant) Gloves	Gas Mask w/Holder**
Winter Hat	Reflective Traffic Vest

* Up to \$700.00 replaced at Manufacturer's Warranty. Body Armor may be up to threat level III A.

** Shall be issued if available.

The City shall reimburse each Bargaining Unit member up to seventy-five dollars (\$75.00) upon receipt of purchase of a turnout gear bag from the Red Diamond Uniform Supply Company.

ARTICLE 26
REIMBURSEMENT OF DAMAGES

Section 1. Personal Items/Equipment. If performing his duty as a police officer, a Bargaining Unit member should suffer damage to any personal items, uniform or clothing reasonably necessary in the performance of his duty, a proof of loss shall be submitted to the Chief of Police. If approved, the Bargaining Unit member shall be reimbursed for said damages up to a maximum of five hundred dollars (\$500.00) per incident. The City shall be entitled to the right of subrogation.

Section 2. Personal Weapon. If in performing his duty as a police officer, a Bargaining Unit member should damage his weapon which he has purchased at his own expense, the City will reimburse the Bargaining Unit member for repair of his weapon up to a maximum of eight hundred dollars (\$800.00) per incident. If the weapon is damaged beyond repair, the City will reimburse the Bargaining Unit member up to a maximum of eight hundred dollars (\$800.00) and this payment may be made only once during the term of this contract. The weapons in question shall be available for inspection and shall be properly maintained by the Bargaining Unit members. The City shall be entitled to the right of subrogation.

ARTICLE 27
PAID LEGAL HOLIDAYS

Section 1. Legal Holidays. Bargaining unit members shall receive their regular compensation

for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
General Election Day
Personal Holiday

Section 2. Holiday Worked/Off Pay. When a Bargaining Unit member is required to work on any "Paid Legal Holiday," he shall be paid an amount determined by the following formula:

$$\text{Hourly Rate} \times 2.5 \text{ (for all hours worked)} = \text{Holiday Pay}$$

When a Bargaining Unit member has a scheduled day off or is off on sick leave, bereavement leave, injury on duty leave, vacation leave, or paid administrative leave, the member shall be paid, in addition to his regular salary, an amount determined by the following formula:

$$\text{Hourly Rate} \times 8 = \text{Holiday Pay}$$

Section 3. Holiday Leave. When a Bargaining Unit member is scheduled to work but is granted holiday leave for a "Paid Legal Holiday," he will receive no additional compensation beyond his regular compensation. Such holiday leave will only be granted with prior approval of the shift commander.

Section 4. Holiday Pay Requirements. If a Bargaining Unit member is scheduled to work on any such holiday, but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the unworked holiday, unless he failed to perform such work because of sickness, injury, or because of a death in his immediate family.

It is further provided that said Bargaining Unit member shall have worked his last scheduled work day before and his first scheduled work day after said holiday, unless he has failed to work because of sickness, injury, or because of a death in his immediate family.

Section 5. Holiday Order Off Pay. When the City decides to order a Bargaining Unit employee off on a regularly scheduled duty day, the Bargaining Unit employee will receive his or her eight (8) hour holiday pay plus eight (8) hours of pay at straight time.

$$\text{Hourly rate} \times 2 \text{ for 8 hours} = \text{holiday order off pay}$$

ARTICLE 28 **VACATIONS**

Section 1. Amount. It is the intent of the parties that this article shall prevail over R.C. 9.44 for employees hired on or after January 1, 2014. Employees who were hired before January 1, 2014, shall continue to receive all rights and benefits of R.C. 9.44. No bargaining unit member hired

before January 1, 2014, shall have his vacation service credit reduced as a result of this provision. Each Bargaining Unit member shall be allowed vacation leave with pay in accordance with his length of service on the anniversary date of his employment according to the following schedule:

- (a) Ten (10) work days per year after the completion of one (1) full year of employment.
- (b) Fifteen (15) work days per year after the completion of five (5) full years of employment.
- (c) Twenty (20) work days per year after the completion of ten (10) years of employment.
- (d) Twenty-five (25) work days per year after the completion of fifteen (15) years of employment.
- (e) Thirty (30) work days per year after the completion of twenty (20) years of employment.

Section 2. Termination Prorated. A Bargaining Unit member who leaves the employ of the City for any reason will receive vacation pay for any vacation that he may have been eligible to receive if not already taken at the time of his termination on a prorated basis.

Section 3. Use for Sickness. Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose, may at the request of the employee and within the discretion of the Chief of Police, be charged against vacation leave allowance.

Section 4. Seniority. The Department shall keep records of vacation leave allowance and shall schedule vacation leave with particular regard to the classification seniority of employees but also to accord with operation requirements.

Section 5. Regular Rate Of Pay. During the vacation period herein provided for, the Bargaining Unit member shall be entitled to full pay for such period at the regular rate of compensation provided. No vacation benefits shall be paid on any other basis.

Section 6. Sale Of Unused Vacation. After six (6) full years of service, a Bargaining Unit member may sell, each year, up to five (5) days of vacation time back to the City. After ten (10) full years of service, that number shall be increased to eight (8) days. After seventeen (17) full years of service, that number shall be increased to ten (10) days. Also, after seventeen (17) years of service, a Bargaining Unit member may bank up to fifteen (15) days of vacation per year to be paid at retirement, up to a maximum of sixty (60) days. Employees electing to sell back vacation shall do so by notifying the Chief by November 30 of the year preceding payment being made. Payment will be made as soon as practicable following the request being made.

Section 7. Restriction of Amount. No Bargaining Unit member will be granted, in a calendar year, more than the eligible amount of accrual of vacation set out in Section 1, except when the Bargaining Unit member retires or terminates this service with the City.

Section 8. Individual Vacation Days. A Bargaining Unit member, upon request to the immediate supervisor, may elect to use his vacation days individually. The discretion of the supervisor will determine the adequate staffing for the efficiency of the shift's operations. Said requests will not be unreasonably denied.

Section 9. Vacation Carryover. Up to eighty (80) hours of vacation time for each employee may be carried over to the following year, with the approval of the Chief or his designee, provided that circumstances throughout the year make such carryover necessary.

ARTICLE 29 **SICK LEAVE**

Section 1. Use and Rate of Accrual. Each full-time Bargaining Unit member shall earn sick leave at a rate of 4.6 hours for each completed eighty (80) hours of service, one hundred twenty (120) hours annually.

Bargaining Unit members may use sick leave upon approval of the Employer for:

- A. Absence due to illness, injury, diagnosed stress, exposure to contagious disease which could be communicated to other employees;
- B. Illness in the Bargaining Unit member's immediate family, i.e., spouse, children, parents, stepchildren living in the home, mother-in-law or father-in-law;
- C. Examination of the employee or immediate family member where reasonably necessary, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be reasonably scheduled during non-work hours. Mother-in-law and father-in-law shall only be eligible for medical examination under this paragraph C.

In an emergency, the shift commander may give approval, subject to approval of the Chief of Police, for sick leave for other family members.

Section 2. Reporting. When an employee is unable to report to work due to reasons that qualify for sick leave usage, he shall notify his superior, when practicable, of such absence at least two (2) hours before the start of his/her work shift.

All unauthorized and unreported absences shall be considered absence without leave and deduction pay shall be made for the period of absence. Such absences may be grounds for disciplinary action.

Section 3. Documentation. Before an absence may be charged against accumulated sick leave, the Bargaining Unit member shall furnish to the Employer a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required or if absence is due to illness for four (4) days, a certificate from a licensed medical practitioner may be required stating the nature of the illness to justify the use of sick leave.

Section 4. Abuse and Falsification. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Notwithstanding any of the foregoing, if a Bargaining Unit member has three (3) or more incidents of absence in any sixty (60) day period, the City may require a physician's certificate for any absence in the next ninety (90) days, regardless of the length of such absence.

Section 5. Employer Required Examinations. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

Section 6. Accumulation/Minimum Usage. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Bargaining Unit member's credit on the basis of one hour for every hour of absence from previously scheduled work. The previously accumulated sick leave of any Bargaining Unit member who has been separated from the City service may be placed to his credit upon his re-employment in the City service, except where the employee has been paid for said sick leave.

Section 7. Holiday Pay During Sick Leave. When one or more of the "Paid Legal Holidays" set forth in Article 27 occurs while a Bargaining Unit member is on approved sick leave, said Bargaining Unit members shall have such "Paid Legal Holiday" as provided for in Article 27.

Section 8. Payment At Retirement. Bargaining Unit members who retire according to the rules and regulations established by the applicable retirement board shall be compensated in a lump sum for unused sick leave as follows:

- (a) All accrued sick leave hours up to a maximum of nine hundred sixty (960) hours; and
- (b) Twenty-five percent (25%) of all remaining sick leave hours up to a maximum of six hundred (600) hours (up to one hundred fifty (150) hours at the current rate of pay).

Said lump sum payment shall be calculated on the basis of the Bargaining Unit member's annual wage on retirement divided by 2,080 multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full within thirty (30) days of retirement.

Section 9. Death/Elective Surgery. The death of a Bargaining Unit member shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts. Any sick leave taken for elective surgery or any sick leave improperly used in the three-month period immediately preceding retirement shall be deducted hour-for-hour from the maximum sick leave payable upon retirement.

Section 10. Lump Sum Restricted. Any Bargaining Unit member who has retired and received the lump sum payment for unused sick leave shall not, upon re-employment by the City, again be eligible for the lump sum payment therein provided.

Section 11. Perfect Attendance Bonus. Bargaining Unit members shall be given one hundred dollars (\$100.00) for every three (3) months prior perfect attendance. Injury on duty leave, death in immediate family, or the Family and Medical Leave Act shall not be considered as a break in the three (3) month period. Any pattern of unexcused absences incurred within one month of earning perfect attendance bonus may result in disciplinary action.

Section 12. Personal Leave. Bargaining Unit members may use two (2), eight (8) consecutive hour increments of sick leave as personal leave within a calendar year. Except for emergencies or when the Chief of Police or Safety-Service Director waives such requirement, forty-eight (48) hours notice shall be given for personal leave request. A personal leave request form must be submitted to Management within said time limit. Paid Legal Holidays shall be excluded from use as personal paid leave.

ARTICLE 30 **INJURY ON DUTY**

Section 1. The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period. There shall be no loss of benefits provided by the City or any applicable labor agreement during the leave.

Section 2. Injury on Duty Leave. When a bargaining unit employee is injured in the line of duty while actually working for the City on regular assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D.), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 3.

Section 3. Eligibility. The City shall provide all forms necessary to certify eligibility for IOD in a timely manner and should the condition for which IOD is being sought result in the employee being incapacitated or unable to comply with the timeline for completing IOD paperwork such delay shall not result in the disqualification of the claim. To be eligible for IOD the employee shall:

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident.
2. Furnish the City with a signed City of Alliance Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. Provide a medical certification from a physician on the list of City approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.
6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

Section 4. Procedure/Payment/Duration of Leave. Commencing with the date the injury incurred, the bargaining unit member shall be paid from accrued sick leave. If the bargaining unit member is not able to return to work due to injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the individual is not able to return to work on the fourteenth (14th) day of injury, the sick time for the first seven (7) days shall be restored. If a bargaining unit member has not accumulated forty (40) hours of sick leave, and if his disability ends in fewer than fourteen (14) calendar days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.

Each employee shall be entitled to a six (6) month period per injury on duty commencing with the date on which the injury occurs and expiring six (6) months thereafter. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or recurrence of that injury. Under no circumstances shall a new IOD entitlement be granted where the claim is based on an aggravation or reoccurrence.

Section 5. Disqualification/Denial of Claim/Reimbursement. Any employee found eligible to receive benefits or payments from the Policemen's Pension Fund or the Public Employees Retirement System, shall not be eligible to receive IOD benefits. Employees shall not be eligible for IOD unless the injury is of such severity as to require medical care. If, for any

reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said IOD leave shall cease and the employee shall reimburse the City for any amounts paid pursuant to this section. The City may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay per pay period and shall be limited to the amount of benefit overpaid.

Section 6. Review of Claim. The City reserves the right to review the employee's status every fifteen (15) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Employer during the leave.

Section 7. Concurrent FML/Exhaustion of Injury on Duty Benefits. Family and Medical Leave time is run concurrently with IOD benefits used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 8. Disability Separation. If the employee is unable to return to work or unwilling to return to work, the Employer will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation.

Section 9. False Claims/Abuse. The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses of the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two (2) years of the discovery of the false claim or abuse. Examples of what might constitute "abuse" as used in this section include, but are not limited to an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this Agreement.

ARTICLE 31 **BEREAVEMENT LEAVE**

Section 1. Definition. Each Bargaining Unit member shall be entitled to a maximum of four (4) days Bereavement Leave for a death occurring to any of the following members of the Bargaining Unit member's family: wife, husband, children or stepchildren, parents or step-parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents of spouse. Each Bargaining Unit member shall be entitled to one (1) day of bereavement leave for the death of an aunt or an uncle.

Section 2. Regular Working Days. Four (4) days off for Bereavement Leave shall be paid if the Bargaining Unit member has accumulated sick leave at the regular rate of pay and shall be regular working days; however, these days will be deducted from the officer's accumulated sick leave.

Section 3. Additional Leave. The four (4) days Bereavement Leave is to be expandable by arrangement with the Chief of Police when four (4) days is not sufficient for the Bargaining Unit member to handle the arrangements, affairs, or other problems caused by the death of the family member. If there is any question about the need for the extra Bereavement Leave, the Bargaining Unit member agrees to provide the Chief of Police with the information sufficient for him to make a judgment concerning the need for such extended Bereavement Leave. If the death in the immediate family requires the Bargaining Unit member to travel more than four hundred (400) miles, either the Chief of Police or the Safety-Service Director may, at the request of the Bargaining Unit member, allow up to two (2) additional work days as Bereavement Leave.

ARTICLE 32 **UNPAID LEAVE OF ABSENCE**

Section 1. Application. Any Bargaining Unit member who believes he or she has a justifiable reason may apply for a personal leave of absence, with the approval of the Chief or Safety-Service Director, not to exceed one (1) year. Such leaves shall be granted for good cause if the Bargaining Unit member's absence will not adversely affect efficient operation of the Police Department.

Section 2. Benefits. No benefits shall accrue to the Bargaining Unit member while on an unpaid leave of absence.

Section 3. Medical Leave. Bargaining Unit members may be granted an unpaid leave due to medical disability to the Bargaining Unit member, Bargaining Unit member's spouse or child, in which case the Bargaining Unit member's hospitalization insurance will be maintained by the City to the extent required by the FMLA. At the discretion of the Employer, a bargaining unit member's insurance may be maintained beyond the FMLA minimum. When on such unpaid leave due to medical disability, the Bargaining Unit member will continue to accrue seniority up to one (1) year for purposes of vacation and longevity which shall be applicable when the Bargaining Unit member returns to the City. No other benefits shall accrue.

ARTICLE 33 **FAMILY AND MEDICAL LEAVE ACT**

Any leave taken by an employee, whether paid or unpaid, for the following reasons shall be applied against the employee's entitlement to twelve (12) weeks of leave during the twelve (12) month period measuring backward from the first day of the leave.

- (a) The birth of a son or daughter or to care for a newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter or parent with a serious health condition; and

- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An employee must use vacation and may use accrued sick leave, if the leave qualifies for sick leave under the other provisions of the Collective Bargaining Agreement, before the leave of absence is without pay.

The requirements for coverage by the FMLA the need for medical certification, advance notice for such leave where possible, the continuation of health insurance coverage, the definition of a serious medical condition and the right to reinstatement to a substantially equivalent position are set forth in the statutes and the City's policy.

ARTICLE 34 **RESIDENCY**

Those Bargaining Unit members employed as police officers in the Alliance Police Department must maintain their residence in Stark County or any contiguous county.

ARTICLE 35 **INCOMPATIBLE EMPLOYMENT**

No Bargaining Unit member shall engage in an occupation or outside activity which is incompatible with his employment for the City. A Bargaining Unit member engaged in an occupation or outside activity for compensation shall inform the Chief of Police of the time required and nature of such activity in writing, and the Chief of Police shall determine whether or not such activity is compatible with City employment.

ARTICLE 36 **HEADINGS**

It is agreed that the use of headings before Articles or Sections is for the convenience of the parties only and that no heading shall be used in the interpretation of any Article or Section.

ARTICLE 37 **PERSONNEL FILES**

Section 1. Personnel Files. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit members shall have access to their records including training, attendance and payroll records, as well as those records maintained as personnel file records, excluded from such access and the definition of public records are ongoing internal investigation files.

Section 2. Employee Review of Personnel Files. Every Bargaining Unit member shall be allowed to review the contents of his personnel file at all reasonable times, except that any

Bargaining Unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to prepare adequately for such process. Memoranda clarifying and explaining the alleged inaccuracies of any document in said file may be added to the file by the Bargaining Unit member, and provided that such has been reviewed and approved by the Employer. Approval shall not be unreasonably denied.

Section 3. Disciplinary Entries. All entries of a disciplinary nature shall be maintained solely in the appropriate personnel file. The affected Bargaining Unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement.

Section 4. Civilian Review(s). When a personnel file has been requested, by anyone, the City will inform the Bargaining Unit member in writing. If such exists, the City will provide the member with any paperwork related to the request.

ARTICLE 38 **SEPARABILITY**

Section 1. This Agreement is subject to the law of the State of Ohio, with respect to the power, rights, duties and obligation of the City, the Union, and the employees in the Bargaining Unit; and in the event that any provisions of the Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. In the event that an article and/or section of this Agreement is found to be invalid as provided for in Section 1, the parties agree to meet within fourteen (14) days of a request by either party for the purposes of discussing a mutually agreeable alternative replacement provision.

ARTICLE 39 **MISCELLANEOUS**

Section 1. Overnight Travel. When an officer is required to stay overnight for job related purposes, the officer shall be entitled to a thirty-five dollars (\$35.00) per day for meals, where the officer is required to be gone the whole day. No receipt will be required. If no overnight travel is involved, city policy shall apply.

Section 2. Practice Ammunition. The Employer shall provide to each Bargaining Unit member upon their request fifty (50) rounds of ammunition per month for their duty weapon for the purpose of maintaining firearms proficiency, to be used at the Alliance Police Range.

ARTICLE 40 **UNION REPRESENTATION AND MATTERS**

Section 1. Union Directors. The Employer recognizes the right of the Union to designate at

least two (2) directors and one (1) alternate. The alternate will function in the absence of the Directors. The Employer will not recognize a Director or alternate from outside of the Bargaining Unit.

Section 2. Union Time. The two (2) Union Directors and/or one (1) alternate shall be entitled to forty (40) hours of time off in the aggregate for Union business per calendar year, without loss of pay. Union time identified in this section is for Union business and educational events outside the workplace such as Director's Meetings, Executive Board Meetings, Union Seminars, and Top Cops Convention. There shall be a maximum of two (2) bargaining unit members permitted off on union time under this section on any given shift.

Section 3. Union Activity. Representatives of the Union shall be afforded reasonable time during regular duty hours for responsibilities with the City, including negotiations, processing grievances, investigating grievances, meetings, and administration and enforcement of this agreement, without loss of pay or Union time. However, it is understood that these activities will not interfere with the normal operations of the Employer. The representative must request from his/her supervisor, the time, prior to taking any time to investigate or present a grievance. Such request for time will not be unreasonably denied.

Section 4. Right to Representation. The Employer recognizes the right of any Bargaining Unit employee to request the presence of a Director and/or legal representation during any investigatory interview which could lead to discipline. Once an employee has requested a Director and/or legal representation, the employee will be given a reasonable amount of time to obtain representation.

ARTICLE 41 **SHIFT BID & TRAINING**

Section 1. Shift Bids. Officers who are assigned to the Patrol division shall be permitted on an annual basis, as established by the Chief, to exercise classification seniority for shift preference as outlined in this section. The Chief retains the right to assure a mix of officers for legitimate operation purposes, when considering an officer's shift preference request. An officer's shift preference request, pursuant to this article, shall not be denied for arbitrary or capricious reasons. In the absence of an emergency, once shifts are bid and assigned, any reassignment of an employee's shift shall require a minimum of two (2) week notice of such reassignment unless the employee waives such notice.

Further, the parties recognize that where the Employer determines there to exist potential employment liability issues (i.e., hostile work environment, sexual harassment, racial discrimination, and/or other forms of discrimination), ethics issues, or workplace violence concerns, the Employer at its sole and exclusive discretion may deny requested shift preference or initiate a transfer without two (2) weeks notice of the employee(s) who is the subject of the complaint. Any transfer that is being made to cover the resulting vacancy will not be made without a seven (7) day notice.

Section 2. Permanent Vacancies Bidding. When the Employer determines that there exists a permanent vacancy on a shift, that vacancy shall be posted and filled by seniority shift preference, as outlined in Section 1. Any resulting vacancies shall be filled at the Chief's discretion.

Section 3. Training Requests. Officers shall submit training requests to their immediate supervisor. A response shall be given to such requests within ten (10) working days after receipt of the request. All requests shall be considered based on legitimate operation purposes of the department. Training requests shall not be denied for arbitrary or capricious reasons.

ARTICLE 42
MINIMUM STAFFING

Section 1. Shift Minimums. There will be a minimum of four (4) uniformed patrol cars staffed by full-time bargaining unit officers assigned for duty on every shift, except that:

From 3:30 a.m. to 7:30 a.m. minimum staffing shall be reduced to 3 uniformed patrol cars staffed by full-time bargaining unit officers assigned for duty 7 days per week;

From 7:30 p.m. to 11:30 p.m. minimum staffing shall be increased to 5 uniformed patrol cars staffed by full-time bargaining unit officers assigned for duty 7 days per week.

A probationary officer who is under the direct supervision of another officer while in a field training program with less than ninety (90) days tenure as a full-time officer shall not count towards minimum staffing. Auxiliary (part-time or voluntary) officers may not be used to fill minimum staffing requirements.

ARTICLE 43
TERM OF AGREEMENT

Section 1. Term of Agreement. This Agreement shall be effective for the period of January 1, 2014, through December 31, 2016, and shall continue from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other and upon the State Employment Relations Board not less than sixty (60) days prior to the expiration date.

SIDE LETTER #1
LUMP SUM PAYMENT

Within thirty (30) days of the execution of this Agreement, all bargaining unit members employed as of the ratification date of the Agreement shall receive a lump sum payment of seven hundred fifty dollars (\$750.00).

SIDE LETTER # 2
INSURANCE COMMITTEE COMPOSITION

Notwithstanding the language contained in Article 21, Section 5, that states as follows:

“The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number of voting representatives.”

The Employer agrees that the number of representatives that it designates to the committee shall always be either two (2) or three (3) individuals less than the total number of represented bargaining units participating in the committee at that time, whichever produces an odd number. For example, if the committee has seven (7) bargaining units participating and one (1) non-bargaining unit employee, the Employer number will be three (3) representatives in order to maintain an odd number (four [4] less than the number of bargaining units represented).

SIDE LETTER # 3
FILLING UNSCHEDULED OVERTIME

The following procedure will be used to address time limits for filling unscheduled overtime due to vacant positions

Section 1. Overtime vacancies shall be filled by classification seniority up to twenty-four (24) hours prior to the starting time of the vacant position. Once the twenty-four (24) hour period prior to the starting time of the vacant position is reached, if no one has volunteered to work the vacant position, a patrolman shall be ordered to work the vacancy. Once a patrolman is ordered, no bumping may occur within the twenty-four hour (24) hour period prior to the vacancy.

Section 2. If a vacancy occurs twenty-four (24) hours or less prior to the starting time of the position, a page will go out notifying officers of the vacancy. During the next thirty (30) minutes said vacancy shall be filled by the senior patrolman requesting the assignment. At the conclusion of the thirty (30) minute period, that patrolman may not be bumped from the assignment. If no one has volunteered to work the vacant position at the end of the thirty (30) minute period, a patrolman shall be ordered to work the vacancy.

Section 3. Once a patrolman is ordered to fill a vacancy, no one may bump him/her from the assignment including a patrolman who wishes to work the entire assignment versus four (4) hours. However, patrolmen may voluntarily relinquish their assignment to a vacant position, including order-ins, at any time up to the starting time of the vacancy.

Section 5. This Side Letter may be suspended at any time upon five (5) days written notice by either party, at which time the parties may meet to discuss an alternative agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 28th day of July, 2014.

For the City of Alliance

For the OPBA



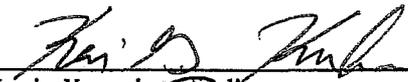
Dr. Alan Andreani, Mayor

 (273)

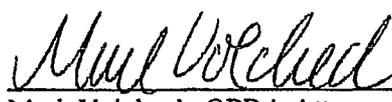
Pat. Steve Minich



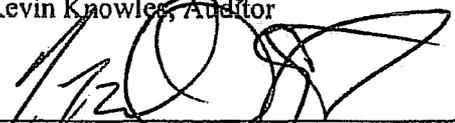
W. John Gross, Safety/Service Director



Kevin Knowles, Auditor



Mark Volcheck, OPBA Attorney



Michael D. Esposito, Labor Consultant
Clemans, Nelson & Associates, Inc.

ATTACHMENT A
HEALTH INSURANCE BENEFITS

Pending the creation of the City Health Insurance Committee and the participation by a majority of City Bargaining Units in that committee, the Employer shall continue coverage at these benefit levels during the term of the contract. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$300 Family \$600	Individual \$600 Family \$1200
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual \$600 Family \$1200	Individual \$1200 Family \$2400
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$20 Co-Pay	70% After Deductible

The deductibles above are non-integrated with Network and Non-Network Benefits.

Prescription Drugs	RETAIL 30 Day Supply	MAIL ORDER 90 Day Supply
Generic	Co-Pay = \$10	Co-Pay = \$27
Preferred Brand or Formulary	Co-Pay = \$20	Co-Pay = \$48
Non-Preferred Brand or Non- Formulary	Co-Pay = \$30	Co-Pay = \$75