



Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

02-18-15 *final*
12-MED-10-1170
1586-03
K32402

AN AGREEMENT

Between

THE CITY OF WADSWORTH, OHIO

and

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**
(Patrol Officers)

EFFECTIVE: January 1, 2013
EXPIRES: December 31, 2015

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

TABLE OF CONTENTS

<u>Art.</u>	<u>Subject</u>	<u>PAGE</u>
1	Preamble.....	1
2	Purpose and Intent.....	1
3	Recognition.....	1
4	Management Rights.....	1-2
5	No-Strike.....	2
6	Dues Deductions & Agency Shop.....	2-3
7	Union Representatives.....	3
8	Visitation by Union Officials.....	3
9	Probationary Period.....	4
10	Employee Rights/Personnel Files.....	4-5
11	Seniority.....	5-6
12	Bulletin Boards.....	6
13	Labor-Management Committee.....	6
14	Non-Discrimination.....	7
15	Workweek and Overtime.....	7-8
16	Call-Out, Stand-By & Court Time.....	9
17	Funeral Leave.....	9
18	Sick Leave.....	10-12
19	Jury Duty.....	12
20	Injury Leave.....	13
21	Holidays.....	13-14
22	Vacations.....	14-16
23	Salary Schedule.....	16-17
24	Longevity.....	17
25	Uniform Allowance.....	17-18
26	Mileage Allowances.....	18
27	Insurances.....	18-19
28	Tuition Reimbursement.....	19
29	Miscellaneous.....	19-20
30	Layoff and Recall.....	20-21
31	Gender and Plural.....	21
32	Headings.....	22
33	Conformity to Law.....	22
34	Obligation to Negotiate.....	22
35	Total Agreement.....	23
36	Disciplinary Procedure.....	23-25
37	Grievance Procedure.....	25-27
38	Arbitration Procedure.....	27-29
39	Civil Service.....	29
40	Physical Fitness.....	29-31
41	Notice.....	31
42	Seniority Shift Bidding.....	31-32
43	Donated Leave.....	32-34
44	Duty weapon.....	35
45	Duration.....	35
46	Execution.....	36
Appendix A.....Vacation Credit Chart.....		1

ARTICLE 1
PREAMBLE

SECTION 1.1 **PARTIES** This Agreement is hereby entered into by and between the City of Wadsworth, Ohio, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union".

ARTICLE 2
PURPOSE AND INTENT

SECTION 2.1 **GENERAL** In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly, uninterrupted and efficient operations of government, the Employer desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Wadsworth, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

SECTION 3 **EXCLUSIVE REPRESENTATIVE** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the position of patrol officers, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 4.1 **GENERAL RIGHTS AND RESPONSIBILITIES** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8)

determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quantity and quality of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

SECTION 4.2 **WAIVER** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5 **NO-STRIKE**

SECTION 5.1 **NO STRIKE** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

SECTION 5.2 **NOTICE OF STRIKE** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, walkout or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

SECTION 5.3 **DISCIPLINE** It is further agreed that any violation of the above will be sufficient grounds for disciplinary action.

ARTICLE 6 **DUES DEDUCTIONS & AGENCY SHOP**

SECTION 6.1 **DUES DEDUCTIONS** During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

SECTION 6.2 **FAIR SHARE FEE** All employees covered by this Agreement who have completed sixty (60) days of employment with the Employer or upon completion of sixty (60) days of employment with the Employer, and have not become Union members, shall pay a "fair share fee", not to exceed the Union's regular monthly dues as a condition of employment with the Employer.

SECTION 6.3 **LIST OF EMPLOYEES** The Employer agrees to supply the Union with a list of those employees for whom, dues deductions have been made.

SECTION 6.4 **SUBMISSION TO UNION** A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

SECTION 6.5 **INDEMNIFICATION** The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise. In the event an action is filed by an employee regarding the deduction of dues or fair share fees it is agreed and understood that the employer may cease deduction for the employee challenging the deduction until the challenge is resolved.

ARTICLE 7 **UNION REPRESENTATIVES**

SECTION 7.1 **UNION DIRECTOR** For the purposes of this Agreement, the Union Director or his designated representative may perform the normal duties of a steward in presenting any grievance according to the Grievance Procedure of this Agreement.

SECTION 7.2 **NOTIFICATION OF NAME OF DIRECTOR** The name of the Director, or his designated representative, shall be furnished to the Employer and he shall be permitted to leave work to represent a member of the unit at a scheduled hearing before his supervisor, so long as his absence does not unduly interfere with his or other employees' work assignments, and is so requested by the unit member. The member shall have the right to reschedule the hearing up to forty-eight (48) hours if his or her representative is unable to leave their work assignment at the time of the scheduled hearing and the member is not otherwise represented by a union official. The representative is permitted reasonable time, not to exceed one (1) hour, to investigate each grievance. However, in the event additional time is needed, the union will contact the Chief/designee for his/her approval. Such approval shall not be unreasonably withheld.

ARTICLE 8 **VISITATION BY UNION OFFICIALS**

SECTION 8.1 **UNION REPRESENTATIVES** Accredited representatives of the Union may have access to the working areas of its members at reasonable times during working hours, provided prior approval is obtained from the Safety Director or his designated representative.

ARTICLE 9
PROBATIONARY PERIOD

SECTION 9.1 **LENGTH OF PROBATIONARY PERIOD** All newly-hired employees will be required to serve a probationary period of three hundred sixty-five (365) calendar days. During said period, the Employer shall have the sole discretion to remove such employee(s) and any such action shall not be appealable through any grievance or appeal procedure herein or to any Civil Service Commission. The Employer may shorten or waive this period at its discretion.

SECTION 9.2 **POLICE ACADEMY PROBATIONARY PERIODS** A newly-hired patrol officer who does not possess a current Ohio Police Officer Training Academy (OPOTA) certification shall be considered a probationary employee. The employer shall have the sole discretion to discharge any such employee who does not successfully complete all of the requirements of the police academy. Upon successful completion of all OPOTA requirements, the employee shall serve a probationary period of three hundred and sixty five (365) days beginning with the first work day following the end of the academy.

SECTION 9.3 **POLICE ACADEMY REIMBURSEMENT** A newly-hired employee who fails to successfully complete the requirements of the police academy and is subsequently discharged by the employer except by reason of layoff or disability, shall reimburse the employer for one-fourth (1/4) of the cost of the academy. An employee who successfully completes the police academy and receives his/her OPOTA certification, but separates employment within the first twenty-four (24) months of employment for any reason (i.e., resignation, termination) shall reimburse the employer for one-fourth (1/4) of the cost of the academy.

ARTICLE 10
EMPLOYEE RIGHTS/PERSONNEL FILES

SECTION 10.1 **REPRESENTATIVE** An employee has the right to the presence and advice of a Union representative and/or legal representative, upon request of the employee, at all disciplinary interrogations where the employee is the subject of the investigation. Further, any employee appearing as a witness in a formal administrative or executive proceeding, or investigation, upon the request of the employee, may also be represented by an attorney. The attorney's role shall be limited solely to the protection of the rights of the witness. The attorney may not examine or cross-examine witnesses.

SECTION 10.2 **REFUSAL TO ANSWER** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

SECTION 10.3 **NOTICE TO EMPLOYEES** An employee will be informed of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

SECTION 10.4 **PERSONNEL FILE** With the exception of training and leave files, which will be maintained in the Police Department, employee personnel files will be consolidated in the City's Human Resource Department. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file, along with an Employer representative. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final dispositions. Confidential material (e.g. job recommendations etc.) shall not be subject to the employee's review.

SECTION 10.5 **REMOVAL OF DISCIPLINARY RECORDS** Oral Reprimands (reduced to writing)/Written Reprimands and suspensions shall be placed in a file separate from the employee's personnel file after eighteen (18) months and thirty-six (36) months, respectively from the date of issuance, provided there has been no intervening disciplinary action during such time period. Active disciplinary records maintained in the employee's personnel file may be used by the City for disciplinary purposes. Inactive disciplinary records maintained in a file separate from the employee's personnel file may not be used for disciplinary purposes by the City other than to rebut an employee claim/defense of a lack of notice of the appropriate standard(s) of conduct.

SECTION 10.6 **POLYGRAPH EXAMINATIONS** In the course of an internal affairs investigation polygraph examinations will be administered to the employee under investigation only with the consent of the employee under investigation. The results of the polygraph examination may only be used in the discipline procedure and appeal but may not be used in any actions of a criminal nature unless consent has been given for use in a criminal investigation.

SECTION 10.7 **ANONYMOUS COMPLAINTS** Anonymous complaints or complaints by citizens which may result in disciplinary action for an employee may be investigated by the City. A complaint shall not be, in and of itself, the basis for disciplinary action unless after investigation the complaint can be established as valid or corroborated. Employees shall be provided copies of complaints that are used as the basis for a charge. A copy of a complaint shall be provided to the employee within a reasonable period of time after it is determined to investigate the complaint but not more than thirty (30) days, except in extraordinary circumstances where the time shall be a reasonable time. When complaints are determined unfounded or cannot be substantiated the employee will be notified in writing within seven (7) calendar days of such and no documentation regarding the complaint or investigation shall be placed in the employee's personnel file. This section shall not apply to complaints or allegations of criminal conduct.

ARTICLE 11 **SENIORITY**

SECTION 11.1 **DEFINITION** Unless otherwise defined in this agreement, seniority shall be defined as an employee's length of continuous full-time employment within a

specific classification with the Employer from the last date of hire. A lay-off of one-hundred eighty (180) days or less shall not constitute a break in service for the purposes of calculating seniority.

SECTION 11.2 **TIE BREAKERS** In cases where two (2) or more employees wish to take time off at the same time, preference shall be granted to the most senior employee except in cases where such preference would adversely affect the operation of the Department. If employees have the same date of hire, seniority will be determined by the employees' civil service test scores. The employee with the higher score is placed above the employee with the lower score on the seniority list. In cases of promotion where employees have the same date of promotion, seniority in rank will be determined by departmental seniority.

SECTION 11.3 **SENIORITY LISTS & OBJECTIONS** A seniority list shall be created and provided to the union at the beginning of this agreement maintained by the City which shall be distributed annually. Objections to the seniority list must be filed with the Chief and Human Resources Manager within fourteen (14) calendar days of the distribution, otherwise the list will be deemed valid.

ARTICLE 12 **BULLETIN BOARDS**

SECTION 12.1 **BULLETIN BOARDS** The Employer shall furnish the Union with bulletin board space, located at the Municipal Building, which shall be used for the following notices: 1) Recreational and social affairs of the Union; 2) Union meetings; 3) Union elections; 4) Reports of Union committees; and 5) Rulings of Policies of the Union.

SECTION 12.2 **LIMITATIONS** Notice of announcements shall not contain anything politically partisan, or anything reflecting poorly upon the Employer, any of its employees or any labor organization among its employees. Any violation of this Section by the Union shall entitle the Employer to immediately remove the offending document. However, the Employer must notify the Union of the removal and the reason for the removal.

ARTICLE 13 **LABOR-MANAGEMENT COMMITTEE**

SECTION 13.1 **COMPOSITION, MEETINGS** A Labor-Management Committee shall be created comprised of not more than three (3) Union members and not more than three (3) Employer representatives who shall meet upon the request of either party as the need requires. In addition, each party may have in attendance at the meeting one (1) legal/non-employee representative. Such Committee shall discuss problems of mutual concern, including any proposed shift changes, but shall not discuss contract negotiations or issues subject to the Grievance Procedure without the mutual agreement of both Employer and Union representatives. Agendas shall be submitted by each party seven (7) calendar days prior to the meeting.

ARTICLE 14
NON-DISCRIMINATION

SECTION 14.1 **PLEDGE** The Employer and the Union hereby agree not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or handicap. In the event an employee files a charge of discrimination with either the Ohio Civil Rights Commission (OCRC), the Equal Employment Opportunity Commission (EEOC) or files a civil action alleging charges of discrimination, the grievance procedure will be deemed waived for that cause(s).

SECTION 14.2 **EMPLOYEE RIGHTS** The Employer and the Union recognize the right of all employees to be free to join the Union and to participate in lawful Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisals by the Employer or the Union against any employee because of Union membership or non-membership.

ARTICLE 15
WORKWEEK AND OVERTIME

SECTION 15.1 **WORKWEEK** The normal work week shall be forty (40) hours per week. In the event it is necessary to reduce the hours of work due to financial difficulties, the Employer will meet with the Union and discuss the situation and attempt to reach an agreement on the action to be taken.

Generally, the Employer shall attempt to give twenty-eight (28) days' notice of a schedule change to the affected employee(s). In the event the employer fails to provide twenty-eight (28) days' notice, upon request, the Employer shall provide a written explanation explaining the reason for the shift change. An employee's shift shall not be moved for disciplinary reasons. In the event the Union believes an employee's shift has been moved for disciplinary reasons, the Union may file a grievance.

With less than seven (7) days' (168 hours) advanced notice from the beginning of the proposed schedule change, an employee's shift shall not be moved exclusively for the purpose of avoiding overtime. Prior to moving someone's shift with less than seven (7) days' notice, if possible, the Employer shall first request volunteers.

SECTION 15.2 **WORK DAY** Nothing in this agreement shall be construed to prevent the parties from mutually agreeing to change the length of the work day.

SECTION 15.3 **DAYLIGHT SAVING TIME** Compensation for employees working the shift during the change to Daylight Saving Time shall be as follows:

Regular Shift	Actual Hours worked	Total Hours Compensated
10:00 pm to 6:00 am	7	8

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

SECTION 15.4 **STANDARD TIME** Compensation for employees working the shift during the return to Standard Time shall be as follows:

Regular Shift	Actual Hours worked	Total Hours Compensated
10:00 pm to 6:00 am	9	9

SECTION 15.5 **OVERTIME COMPENSATION** All employees when performing overtime work will be entitled to receive pay at the rate of one and one-half (1-1/2) times their regular hourly rate or compensatory time at the same rate, at the employee's discretion, for all hours in paid status in excess of forty (40) hours in any week. For overtime purposes, all hours in paid status shall be considered for the forty (40) hour overtime threshold.

SECTION 15.6 **COMPENSATORY TIME** The official balance of compensatory time for all employees shall be maintained by Human Resources/Payroll. The unused accrued portion of compensatory time shall be reflected on an employee's pay stub.

Employees may use compensatory time to a maximum of one hundred twenty (120) hours total each calendar year and may request the use of compensatory time pursuant to the same guidelines as established in Section 22.8, Minimum Notice for Scheduling.

Any accrued compensatory time that has not been scheduled or used by December 1st of each year will be paid by December 10th by separate check. An employee may request to use compensatory time for an absence of any portion of a regularly scheduled work shift. An employee may "comp fill" the balance of the work shift. Such a request shall be completed on the proper leave request form and forwarded to the supervisor for approval. The Chief/designee retains the right to approve/deny the use of compensatory time at his/her discretion.

Compensatory time shall be arranged by the Chief so the Department will be adequately served. Compensatory time shall be arranged, as far as possible, so that employees having seniority in terms of continuous service shall be given preference as to the time of compensatory time periods as long as the compensatory time leave request is submitted to his/her supervisor by March 1st.

SECTION 15.7 **FILLING POSITIONS DUE TO ABSENCES** Full-time personnel shall have the right of first refusal for all overtime work due to the Employer determining an employee must work to fill a shift when such shift strength falls below three (3) officers.

The Employer shall maintain its policy of staffing each shift with at least three (3) sworn officers. Further, the Employer shall continue to make attempts to schedule each shift with more than three (3) officers.

SECTION 15.8 **TRAINING HOURS** Any time an employee is assigned to attend training outside the City of Wadsworth, hours actually worked shall include meal breaks.

ARTICLE 16
CALL OUT, STAND BY AND COURT TIME

SECTION 16.1 **CALL-OUT** Any employee who is recalled to work or who must appear in court as an arresting officer or witness in a criminal or civil case related to his employment with the Employer before or after his or her regularly scheduled workday or in a day when he is not scheduled to work, shall be entitled to a minimum of three (3) hours pay or compensatory time at one and one-half (1-1/2) times his regular hourly rate of pay whether or not the full three (3) hours is actually worked, providing that the time paid for does not abut the employee's scheduled work day.

Employees shall be entitled to court-time if the City fails to notify the employee of the cancellation at least four (4) hours prior to the court appearance. Notification shall be made in accordance with Article 41, Notice. Employees shall not be made to work in excess of the original purpose of being recalled to work or in excess of the time required for the employee's court appearance, unless an emergency situation requires it.

SECTION 16.2 **STAND-BY** Any employee placed on a stand-by alert, but not called in to work, shall be paid one-half (1/2) his hourly rate for all hours on such stand-by alert, not to exceed two (2) full hours of pay per twenty-four (24) hour period.

ARTICLE 17
FUNERAL LEAVE

SECTION 17.1 **FUNERAL LEAVE** Each employee shall be entitled to up to three (3) days paid funeral leave for the purpose of attending the funeral, whenever a death occurs in their immediate family. The above is limited to a death of the employee's spouse, mother, father, brother, sister, children, parents-in-law, or step-children actually living in the household (Grouping #1). Employees shall be entitled to one (1) paid day for the death of the employee's grandparents, grandchildren, brother- and sister-in-law, and grandparents-in-law (Grouping #2). Such days shall be in addition to all other leave credits of the employee.

SECTION 17.2 **USE OF SICK LEAVE** Provided the employee has sufficient accrual, up to sixteen (16) hours of sick leave may be used by an employee in conjunction with the use of funeral leave following the death of a relative identified in Section 17.1. Such use of sick leave shall not be denied if requested and shall not count against use of sick leave for purposes of earning the sick leave incentive, provided it is used with funeral leave for the employee's spouse, mother, father, brother, sister, children, parents-in-law or step children (Grouping #1).

Sick leave used in conjunction with funeral leave for grandparents, grandchildren, brother- and sister-in-law and grandparents-in-law (Grouping #2) shall count against the use of sick leave for purposes of earning the sick leave incentive.

ARTICLE 18
SICK LEAVE

SECTION 18.1 **DEFINITION** Sick leave shall be defined as an absence with pay necessitated by:

- Illness, injury or pregnancy-related condition of the employee.
- Exposure of the employee to a contagious disease which could be passed on to other employees.
- To attend medical/dental examinations which could only be scheduled during the employee's normal work time.
- To care for an immediate family member with an illness or injury.
- Death of a member in the employee's family in conjunction with the provisions of Section 17.2

Sick leave usage may include reasonable travel time to and/or from a health care provider.

SECTION 18.2 **SICK LEAVE ACCRUAL**

Eligible employees shall earn sick leave at a rate of .0577 hours for all hours in paid status up to a maximum of 4.616 hours per pay period or 15 days per year. Sick leave shall not be accrued during any period of unpaid absence. Sick leave accrual shall be cumulative with no maximum.

SECTION 18.3 **NOTICE AND USE OF SICK LEAVE** An employee who is to be absent on sick leave shall notify the preceding shift's dispatch of such absence at least one (1) hour before the start of his work shift.

SECTION 18.4 **MINIMUM USE OF SICK LEAVE** Sick leave may be used in increments as small as one (1) minute. Employees may "sick fill" the number of minutes absent from a scheduled work shift.

SECTION 18.5 **SICK LEAVE BALANCE** The official balance of sick leave shall be maintained in Human Resources/Payroll. The unused accrued sick leave balance will be reflected on an employee's pay stub.

SECTION 18.6 **DOCUMENTATION OF AND USE OF SICK LEAVE** Before an absence may be charged against accumulated sick leave, the Appointing Authority or Chief may require the employee to be examined by a physician designated and paid by the Employer. An employee absent for more than two (2) consecutive scheduled work days shall supply a physician's report to be eligible for paid sick leave. Sick leave excuse requirements shall be the same for illness or injury in the immediate family as employee illness or injury.

SECTION 18.7 **INSUFFICIENT DOCUMENTATION/REASON** If, consistent with Section 18.6, the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination,

the Appointing Authority or Chief finds there is not sufficient proof of illness, injury or death to justify the employee's absence, such leave may be considered an unauthorized leave and may be without pay and may subject the employee to disciplinary action.

SECTION 18.8 SICK LEAVE OCCURENCES An occurrence is any consecutive period of time for which an employee is absent from work for an allowable use of sick leave which is not supported by medical documentation.

Should an employee reach five (5) occurrences in a six (6) month period in a calendar year, the employee may be subject to the provisions of the corrective action policy. Subsequent occurrences in the same six (6) month period shall also subject the employee to progressive corrective action, up to and including removal.

SECTION 18.9 DISCIPLINE Any abuse of sick leave or the patterned abuse of sick leave shall be just and sufficient cause for disciplinary action.

SECTION 18.10 MEDICAL EXAMINATION The Appointing Authority or Chief may require an employee who has been absent due to personal illness or injury for more than forty (40) hours, prior to and as a condition of his return to duty, to be examined by a physician designated by the Appointing Authority or Chief and paid by the employer to establish that he is able to perform his normal duties and return to work.

SECTION 18.11 TRANSITIONAL WORK The City may require an employee to perform transitional work in situations whereby an employee has been deemed capable of returning to work, but with medical restrictions (e.g., lifting, standing, pulling/pushing). The City will attempt to find work within the employee's regularly assigned department that complies with the medical restrictions. If such work is not available, the employee may be assigned to work in another City department.

SECTION 18.12 IMMEDIATE FAMILY DEFINED When the use of sick leave is due to the caring for an illness or injury of the employee's immediate family consistent with Section 18.1, "immediate family" shall be defined to only include the employee's spouse, children, step-children and parents.

SECTION 18.13 CONVERSION AT RETIREMENT Upon retirement, a full-time employee hired prior to February 1, 2013, who is immediately eligible for retirement benefits under the Police and Fire Pension Fund or the Ohio Public Employee Retirement System, shall be entitled to receive a payment equal to his/her hourly rate of pay at the time of retirement for the total number of accumulated, but unused sick hours earned by the employee up to a maximum of twelve hundred and eighty (1280) hours.

Upon retirement, a full-time employee hired after February 1, 2013 who is eligible for retirement benefits under the Ohio Police & Fire Fund shall be entitled to receive a payment equal to his/her hourly rate of pay at the time of retirement for the total number of accumulated, but unused sick hours earned by the employee up to a maximum of three hundred (300) hours.

Any separation payment eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

In any event, a sick leave payment upon separation shall only be paid once to an employee, even if he is subsequently employed by the City following retirement.

SECTION 18.14 INCENTIVE An employee who does not use sick time during a four (4) month period shall receive one (1) paid personal leave day, which must be taken within one (1) year from the date earned or the cash equivalent of eight (8) hours of pay at the employee's current pay rate paid in the next full pay period. The four (4) month periods shall be designated as January 1st through April 30th, May 1st through August 31st and September 1st through December 31st.

SECTION 18.15 COMPLIANCE WITH THE FAMILY MEDICAL LEAVE ACT
The parties hereby agree to comply with the provisions of the Family Medical Leave Act.

SECTION 18.16 ZERO BALANCE OF SICK LEAVE Should an employee exhaust his/her balance of sick leave, an employee may request to use other forms of accrued leave (i.e., vacation, compensatory, personal) in lieu of sick leave. An employee must use other forms of leave in lieu of sick leave prior to taking unpaid leave. Alternate forms of leave used in lieu of sick leave are subject to the restrictions of minimum usage for the type of leave being utilized.

SECTION 18.17 DEATH OF AN EMPLOYEE In the event that a person dies while still an employee of the City of Wadsworth, the unused accumulated sick leave shall be paid to the employee's beneficiaries as designated by his/her City life insurance benefit. If no beneficiaries have been designated by the employee in the City's life insurance benefit, an employee's accrued but unused sick leave shall be provided to the employee's estate. Such a payout will still be subject to the maximum payment as with a retirement from employment.

ARTICLE 19 **JURY DUTY**

SECTION 19.1 JURY DUTY Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, not to exceed eight (8) hours. An employee shall not receive jury duty compensation for obligations which occur on an employee's regularly scheduled day off

If an employee is required to appear for jury duty for more than four (4) hours, the time spent on jury duty shall be considered the employee's scheduled day and shall receive full compensation for the eight (8) hours.

Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be turned over to the City.

City-compensated time spent on jury duty shall be considered "hours actually worked" and shall count towards the calculation of overtime.

ARTICLE 20
INJURY LEAVE

SECTION 20.1 **INJURY LEAVE** An employee injured on the job shall be eligible for wage continuation through the City. Any dispute involving the approval/disapproval of a claim shall be resolved by the Industrial Commission and may not be the subject of a grievance.

ARTICLE 21
HOLIDAYS

SECTION 21.1 **HOLIDAYS, ACCRUAL** All employees shall be entitled to eighty-eight (88) hours of holiday leave each calendar year effective January 1st. There shall be no time limit between the requesting and the use of holiday leave. However, the leave must be approved by the Chief or his designee prior to being utilized. Holidays may be taken in one (1) minute segments.

SECTION 21.2 **SCHEDULING** Holidays shall be arranged by the Chief so the Department will be adequately served. Holidays shall be arranged, as far as possible, so that employees having seniority in terms of continuous service shall be given preference as to the time of holiday periods as long as the holiday leave request is submitted to his/her supervisor by March 1st.

SECTION 21.3 **ANNUAL LEAVE CONVERSION OF HOLIDAYS** Any accrued holiday time that has not been scheduled or used by December 1st of each year will be paid by December 10th by separate check.

SECTION 21.4 **NEW HIRES AND TERMINATION OF EMPLOYMENT** During the first year of appointment, a newly-hired probationary employee shall accrue eight (8) hours of holiday leave for each full calendar month worked during the year, not to exceed eighty-eight (88) hours of holiday leave.

Following the end of the one-year probationary period, the employee shall receive a pro-rata amount of holiday time for the balance of the calendar year. The employee shall receive the full compliment of holiday time the following January 1st.

Any employee who separates employment during the year shall receive a pro-rata number of holidays. An employee who separates employment during the year and who has used in excess of eight (8) hours of holiday leave for each full calendar month worked shall have the used but unearned holiday pay deducted from his/her final pay or other leave balances by the City.

SECTION 21.5 **DEFINITION OF HOLIDAY** For the purposes of this article, a "holiday" shall be defined as 10:00 p.m. on the calendar day preceding the holiday through 10:00 p.m. on the holiday pursuant to the holidays identified in Section 21.5.

In the event the employer decides to change the shift schedules, it shall meet with the union to discuss changing the time listed herein.

SECTION 21.6 PREMIUM PAY Employees who actually work on New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day shall be paid one and one-half (1-1/2) times their regular rate, with no pyramiding of premium pays. Court Duty occurring on one of the preceding premium holidays shall be subject to the compensation provisions of Article 16 and shall not be eligible for premium pay under this section.

If an employee works a shift that overlaps into another day, for purposes of holiday premium pay, an employee will receive holiday premium pay for the entire shift, not to exceed eight (8) hours unless held over, for the holiday provided the employee begins their shift on the holiday.

If an employee begins a work shift and is held over onto a holiday, he/she shall receive two (2) times his/her regular rate of pay for that portion of the shift that is worked on the holiday. If an employee begins a work shift on the holiday and is held over onto a non-holiday, he/she shall receive one and one-half (1½) times his/her regular rate of pay for that portion of work performed on the non-holiday.

Employees who are not scheduled to work on one of the holidays listed in this section and are called-in to work, held over, or work an unscheduled shift, will be paid at the rate of two (2) times their regular rate of pay for all hours actually worked beyond his/her regularly scheduled work shift with no pyramiding of premium pays. Work shifts voluntarily traded within the workweek amongst employees shall be considered a regular work shift.

**ARTICLE 22
VACATIONS**

SECTION 22.1 VACATION ACCRUAL Each employee shall be entitled to a vacation with pay in accordance with the following provisions:

Length of Service	Rate of Accrual per Regular Hour Worked	Yearly Accrual
Hire Date to 4 th Anniversary	.038462 Hours	10 Days
4 th Anniversary to the 9 th Anniversary	.057692 Hours	15 Days
9 th Anniversary to the 14 th Anniversary	.076923 Hours	20 Days
The 14 th Anniversary and Beyond	.096154 Hours	25 Days

During the course of a calendar year, if an employee completes the requisite number of years of service to move to the next higher level of vacation accrual, the employee shall begin earning

vacation leave at the higher rate at the beginning of the pay period that includes the anniversary date of employment or the anniversary date to which the employee became eligible to earn vacation leave. Employees employed as of January 1, 2007 will be credited with the number of hours of vacation credit listed in Appendix B, Vacation Credit Chart, in their vacation leave balance on the employee's fifth (5th), tenth (10th) and fifteenth (15th) anniversary dates.

SECTION 22.2 UNPAID LEAVE Vacation leave shall not accrue during any unpaid leave of the employee.

SECTION 22.3 PROBATIONARY EMPLOYEES Newly-hired employees in a probationary period shall accrue vacation from the date of hire pursuant to the above schedule. However, probationary employees shall only be entitled to use vacation leave following the first six (6) months of employment.

SECTION 22.4 MINIMUM USAGE Vacation leave must be used in minimum increments of one (1) minute.

SECTION 22.5 VACATION LEAVE BALANCE The official record of vacation leave shall be kept in Human Resources/Payroll. The unused accrued vacation leave balance will be reflected on an employee's pay stub.

SECTION 22.6 VACATION ACCRUAL LIMITS An employee may accumulate vacation leave, but shall not exceed a balance that is two times his/her annual rate of accrual.

SECTION 22.7 CONTINUOUS SERVICE Continuous service shall be computed from the date of hire. In the case of an employee having more than one period of employment, continuous service shall be computed from the last date of hire. Only the period of service with the City of Wadsworth shall be considered for service credit for the accumulation of vacation leave. The service credit for employees as of January 1, 1998, shall continue for those employees employed as of that date.

SECTION 22.8 AUTHORIZATION OF VACATION REQUESTS

An employee wishing to use vacation leave shall submit a request to the Chief/designee. For requests that do not result in an overtime situation, there shall be no time limit between the requesting and the use of vacation leave; however, the leave must be approved by the Chief or his designee prior to being utilized.

For those requests that would result in an overtime situation, the employee shall provide at least seven (7) days' (168 hours) advanced notice from the starting time of the proposed vacation request. Requests submitted with less than seven days' advanced notice may be denied at the discretion of the Chief/designee.

SECTION 22.9 ANNUAL VACATION SCHEDULING Vacations shall be arranged by the Chief so the Department will be adequately served. Vacations shall be arranged, as far as possible, so that employees having seniority in terms of continuous service shall be given

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

preference as to the time of vacation periods as long as the vacation leave request is submitted to his/her supervisor by January 31st.

SECTION 22.10 RETURN FROM MILITARY LEAVE An employee who leaves employment with the Employer to perform military service and thereafter returns to employment with the Employer shall receive such veteran's rights and continuous service and vacation credit as required by law.

SECTION 22.11 CONVERSION ON SEPARATION Any unused portion of vacation at the time of separation (i.e., resignation, retirement, removal, death) shall be paid to the employee at the wage rate earned at the time of separation. Newly-hired probationary employees are not eligible to receive any unused portion of vacation leave at the time of separation.

ARTICLE 23
SALARY SCHEDULE

SECTION 23.1 RATES OF PAY FOR PATROL OFFICERS

The following hourly rates of pay for Patrol Officers shall become effective on January 20th for 2013 and the first day of the first full pay period paid on or after January 1st for 2014 and 2015:

The annual wage increases are as follows:

Year	Base	1 Year	2 Years	3 Years	Increase
2013	\$24.37	\$26.30	\$28.56	\$30.45	2.00%
2014	\$24.92	\$26.89	\$29.20	\$31.13	2.25%
2015	\$25.54	\$27.56	\$29.93	\$31.91	2.50%

Wage Table for Patrol Officers Hired on or After January 1, 2007

Year	Base	1 Year	2 Years	3 Years	4 Years	5 Years	Increase
2013	\$24.37	\$25.58	\$26.81	\$28.03	\$29.24	\$30.45	2.00%
2014	\$24.92	\$26.16	\$27.41	\$28.66	\$29.90	\$31.13	2.25%
2015	\$25.54	\$26.81	\$28.09	\$29.38	\$30.65	\$31.91	2.50%

A probationary employee who does not possess a valid Ohio Police Officer Training Academy (OPOTA) certification shall earn a training rate equivalent to seventy-five percent (75%) of the hourly base rate of pay throughout the duration of the Police Academy period.

SECTION 23.2 ANNIVERSARY INCREASES Each employee who during the year has an anniversary date of hire in his rank with the Employer shall move to the next step effective with the first day of the pay period including the anniversary date.

SECTION 23.3 **TRAINING OFFICER** Each employee who is designated as a training officer who is certified to conduct such training shall be compensated with a supplement at the rate of one-half (1/2) hour for each eight (8) hour shift payable for each minute served as a training officer.

ARTICLE 24
LONGEVITY

SECTION 24.1 **LONGEVITY RATE** Employees hired prior to February 1, 2013 shall receive, in addition to their regular compensation, longevity pay at the rate of three dollars and fifty cents (\$3.50) per month, for every month worked, calculated to the month they receive the longevity pay, which shall be the first regular pay day in December of each year.

If the City increases the longevity amount for all other General Fund, non-bargaining unit employees, such increase in the longevity amount shall also be provided to the employees in the bargaining unit.

Employees hired after February 1, 2013 shall not be eligible for longevity.

ARTICLE 25
UNIFORM ALLOWANCE

SECTION 25.1 **INITIAL ISSUE** Each newly hired patrolman shall have his initial issue of uniforms purchased by the Employer. If the employee fails to satisfactorily complete his probationary period, he shall return all issued items to the Employer.

SECTION 25.2 **ANNUAL ALLOWANCE** Each non-probationary Patrol Officer shall receive an annual uniform allowance of one thousand dollars (\$1,000) payable on or about March 1st of each year.

The Employer shall provide any newly required uniform items. Where the City changes uniform or equipment requirements, the City shall pay for the cost of the initial issue.

SECTION 25.3 **PROTECTIVE VESTS** The Employer shall provide a vest allowance for each Patrol Officer every five (5) years for the purchase of a threat level II-ballistic vest. Payment will be made on or about March 1st in the employee's replacement year. An employee's vest that expires prior to March 1st in a replacement year shall be handled separately.

Year	Ballistic Vest Allowance
2013	\$900.00 (\$975 females)
2014	\$900.00 (\$975 females)
2015	\$1,000.00 (\$1,075 females)

Employees assigned to S.W.A.T. shall be issued protective vest/body armor (threat level IIIA or greater) in addition to the threat level II protective vest/body armor addressed above. The Employer shall replace the S.W.A.T. vest.

ARTICLE 26
MILEAGE ALLOWANCES

SECTION 26.1 **MILEAGE** The Employer shall pay employees for the Employer's requested use of the employee's personal vehicle on authorized business at the rate established by City ordinance.

ARTICLE 27
INSURANCES

SECTION 27.1 **HEALTH INSURANCE** Employees shall contribute an amount towards the health insurance costs. Employee contributions shall be paid each pay period.

Beginning January 20, 2013, employees shall contribute twelve percent (12%) of the total cost of the health insurance.

If the City is self-insured, the bi-weekly employee contribution rate shall be calculated as:

Twelve percent (12%) of the annual COBRA rate (applicable family or single plan) divided by twenty-six (26).

If the City is fully-insured, the bi-weekly employee contribution rate will be calculated as:

Twelve percent (12%) of the annual premium (applicable family or single plan) divided by twenty-six (26).

If self-insured, the City will forward any changes to the COBRA rate to the union upon receipt.

Bargaining unit employee shall receive the same health care coverage as other City general fund, non-bargaining unit employees.

The Employer shall have the right to change insurance companies as long as the benefit levels are the same or similar to the benefit levels in place at the inception of this contract. The City shall be permitted to utilize its desired total steorage program. Such coverage shall consist of comprehensive major medical, prescription and dental coverage. The health insurance benefits shall become effective on the first calendar day of the month following the month in which the employee is appointed to a full-time position.

SECTION 27.2 **LIFE INSURANCE** All full-time employees receive a life insurance and an accidental death and dismemberment benefit in the following amounts:

Type of Insurance	Level of Benefit
Life Insurance & Accidental Death and Dismemberment	\$50,000.00

The life insurance and accidental death and dismemberment benefits shall become effective on the first calendar day of the month following the month in which the employee is appointed to a full-time position. The benefits apply to the employee only, not dependents.

ARTICLE 28
TUITION REIMBURSEMENT

SECTION 28.1 **TUITION REIMBURSEMENT** The City shall reimburse all employees for the cost of tuition and books upon the successful completion, with a grade of "C" or "Pass" (if graded as pass/fail) or better, of any courses required toward a degree in law enforcement, criminology or job related, at the Employer's sole discretion, including necessary electives. Said tuition reimbursement shall be computed at the applicable rate of either the University of Akron or Kent State University, whichever is less, and if an employee chooses to attend a more expensive educational institution, the employee shall be responsible for the difference in tuition. An employee may take up to two (2) courses at any one time under this provision.

If an employee desires to receive tuition reimbursement he/she must do the following:

- Provide a course outline or description of the requested class work.
- Receive approval from the Chief of Police for reimbursement prior to enrolling for the class and such approval shall not be unreasonably withheld.
- Pay all of the tuition costs in advance.
- Submit a grade transcript following the completion of the class.

If the above conditions are satisfied, the City shall reimburse the employee the cost of the tuition.

If an employee terminates his employment with the Employer within two (2) years of the completion of any courses he shall reimburse the Employer for any monies paid by the Employer for such courses.

ARTICLE 29
MISCELLANEOUS

SECTION 29.1 **MEDICAL EXAMINATIONS** In any instance where the Employer sends an employee for a medical examination, the Employer shall provide an explanation and pay the cost of the examination.

SECTION 29.2 **DISTRIBUTION OF PAYCHECKS** Paychecks will normally be issued every other Friday with the third shift employees receiving their checks prior to 6:00 a.m. on payday.

SECTION 29.3 **ACTING SERGEANT PREMIUM PAY** Any employee who is designated an Acting Sergeant and performs such duties shall receive a maximum of one (1) hour and twenty (20) minutes of pay for each eight (8) hour shift worked as Acting Sergeant in addition to his regular pay. Any time worked less than eight (8) hours in duration; the compensation shall be prorated for every minute worked as an acting Sergeant.

SECTION 29.4 **TRAVEL TIME** Any employee who is sent by the Employer to an authorized training school or seminar shall have travel time considered as “time actually worked” for the purpose of calculating employee compensation.

SECTION 29.5 **OFF-DUTY JOBS** “Off duty” work assignments remain subject to the rules of conduct of the City of Wadsworth Police Department and that the Employer shall have the right to terminate the practice of “off-duty” work assignments and disapprove such work and/or take over the duty of assigning work in the future.

ARTICLE 30 **LAYOFF AND RECALL**

Section 30.1 **Reasons For Layoff And Notification Of Layoff** The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 30.2 **Layoff and Period of Recall** The Employer shall determine in which classifications the layoffs will occur. Layoffs of bargaining unit employees will be by classification. The employer shall layoff employees within the affected classification in the following order: students, seasonal, temporary, intermittent, part-time, full-time probationary, prior to laying off permanent full-time bargaining unit employees. Employees shall be laid off within each classification in the inverse order of classification seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Police Department formerly in classifications in the bargaining unit may displace into positions in the unit according to their time in service in positions in the unit, provided they worked in the classification. A Sergeant who bumps into the classification of Patrol Officer, shall retain all of his classification seniority as a sergeant and while in the job classification of Patrol Officer have his Sergeant classification seniority counted as if it were classification seniority earned as a Patrol Officer. This shall be in addition to any classification seniority the sergeant may have previously earned as a Patrol Officer. Laid off employees shall have the right to recall to a position in their former classification for a period up to eighteen (18) months from date of layoff.

Section 30.3 In all cases where one employee is exercising his seniority to displace/bump another employee, his right to displace/bump another employee is subject to the conditions that he is qualified for the position, able to perform the functions and duties of the position, and previously served in the position with the City of Wadsworth into which he is attempting to displace/bump.

Section 30.4 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 30.5 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for eighteen (18) months from the effective date of layoff.

Section 30.6 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 30.7 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 31 GENDER AND PLURAL

SECTION 31.1 CONSTRUCTION RULES Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 32
HEADINGS

SECTION 32.1 **HEADINGS** It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

ARTICLE 33
CONFORMITY TO LAW

SECTION 33.1 **VALIDITY** This Agreement shall be subject to and subordinated to any present and future Federal and State laws and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law, shall not affect the validity of the surviving provisions.

SECTION 33.2 **MODIFICATION OF PROVISIONS** If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any provision of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 34
OBLIGATION TO NEGOTIATE

SECTION 34.1 **NEGOTIATIONS** The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 34.2 **WAIVER** Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 35
TOTAL AGREEMENT

SECTION 35.1 **ENTIRE AGREEMENT** This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 36
DISCIPLINARY PROCEDURE

SECTION 36.1 **COVERAGE** This procedure shall apply to all non-probationary employees covered by this Agreement.

SECTION 36.2 **EMPLOYEE RIGHTS** All employees shall have the following rights:

- A. **UNION REPRESENTATION** An employee shall be entitled to representation by a Union representative and/or an attorney at his/her own expense at each step of the disciplinary procedure.
- B. **RECORDING DEVICES** No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that such is being made and is thereafter supplied a copy of the record upon the employee being served notice of the pre-disciplinary conference notice.
- C. **NO COERCION** An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

SECTION 36.3 **BASIS FOR DISCIPLINE** Discipline shall be imposed only for just cause and shall be based upon the principles of progressive corrective action. The level of discipline shall be commensurate with the infraction. Serious offenses may warrant advanced discipline from an initial or subsequent infraction, up to and including removal.

SECTION 36.4 **PREDISCIPLINARY PROCESS** The Employer may place an employee on administrative leave with pay while investigating a disciplinary matter.

Whenever the employer or his designee determines that an employee may be disciplined, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours, if scheduling permits.

Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the employer will provide to the employee a written outline of the charges including the specific rules to have been violated which may be the basis of disciplinary action. The employee must choose to:

- A. Appear at the conference to present an oral or written statement in his/her defense;
- B. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

The employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred.

The pre-disciplinary conference will be conducted by a designee of the City but shall not be someone from a bargaining unit represented by the OPBA.

SECTION 36.5 NOTICE OF DISCIPLINE Suspensions may either be paid or unpaid. Paid suspensions shall be considered working suspensions. A working suspension is noted as a suspension on the employee's corrective action record, but the employee does not miss work and receives pay for the time worked, i.e., a "paper" suspension. For purposes of this policy, a working suspension shall carry the same weight as an unpaid suspension.

Where the appointing authority seeks disciplinary action in the form of a suspension with or without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. The decision of the discipline to be imposed shall be decided and communicated no later than fourteen (14) calendar days from the date of the pre-disciplinary conference or fourteen calendar (14) days from the date the pre-disciplinary conference was waived.

The specific acts for which discipline is being imposed, the penalty proposed and the alleged rules that have been violated shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times, places and a reference to the disciplinary procedure, if possible.

An employee who receives disciplinary action shall be responsible for understanding the following items:

1. The Discipline to be imposed;
2. The employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the Notice of Discipline;
3. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
4. The employee is entitled to representation by a Union representative and/or an attorney at his/her own expense at every step of the proceeding;
5. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance, pursuant to Step 3 of the Grievance

Procedure. The appeal must be filed at Step 3 within seven (7) calendar days from receipt of the Notice of Discipline.

SECTION 36.6 **RESIGNATION** An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

SECTION 36.7 **WAIVER OF APPEAL RIGHTS** A failure to submit an appeal within the time limit noted in Section 36.5 shall be construed as an acceptance of the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

SECTION 36.8 **SETTLEMENT OF DISCIPLINE** A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative and/or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

SECTION 36.9 **EXPEDITED ARBITRATION OF DISCIPLINE APPEALS** The parties mutually agree that appeals of discipline appealable under the grievance and arbitration procedures of this agreement shall be expedited. This includes selection of an arbitrator readily available to conduct the hearing, scheduling the hearing within ninety (90) days of the decision to discipline, and the waiver of post-hearing briefs. The parties may mutually agree to extensions or scheduling of hearings to accommodate arbitrators or witnesses.

Either party can request a bench ruling at the time of the selection of the arbitrator. Either party can withdraw such a request up to the commencement of the hearing.

SECTION 36.10 **WAIVER OF APPEAL TO CIVIL SERVICE** The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's inquiry and to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 37 **GRIEVANCE PROCEDURE**

SECTION 37.1 **DEFINITION, CONTENT AND PROCEDURE** A grievance shall be defined as a dispute between the Employer and the Union or an employee or group of employees regarding the interpretation, application or violation of any terms or provisions of this Agreement and the administration of any such grievance shall be governed solely by the following procedure.

All grievances must contain the following information in writing, if applicable:

The aggrieved employee's name, or names of all grievants if it is a group grievance;

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

The aggrieved employee's classification;
The date and time grievance occurred;
The date the grievance is filed;
The location where the grievance occurred;
A description of the circumstances or incidents giving rise to the grievance;
The specific provisions of the Agreement violated;
The desired remedy to resolve the grievance; and
The documentation believed to support the grievance.

Step 1: CHIEF Within seven (7) calendar days after it has become known to the employee, or the employee should have known, the employee shall present his grievance to the Chief. The Chief shall have the right to meet and review the grievance with the employee and with a union representative chosen by the employee. The Chief shall make a written answer to the grievance within seven (7) calendar days after the grievance is received by him or the grievance meeting is held, and he shall furnish a copy of his written answer to the employee and the Safety Director. If the employee does not invoke Step 2 within seven (7) calendar days after the date of receipt of the written answer, said alleged grievance shall be considered satisfactorily resolved.

Step 2: SAFETY DIRECTOR If the grievance is not resolved at Step 1, the employee shall have the right to appeal by forwarding a copy of the grievance, in writing, within seven (7) calendar days after receipt of the Chief's written answer to the grievance, to the Safety Director. The Safety Director may, within seven (7) calendar days, individually confer with the Chief and the employee, who may be accompanied by his/her designated union representative, before making a determination in the matter. The decision of the Safety Director shall be in writing and submitted to the employee, within seven (7) calendar days from the conference with the employee, but in no event longer than fourteen (14) calendar days from the receipt of appeal to the Safety Director. If the employee does not invoke Step 3 of this procedure within seven (7) calendar days after the required answer of the Safety Director, said alleged grievance shall be considered satisfactorily resolved.

Step 3: MAYOR The employee may appeal in writing seven (7) calendar days after receipt of the written decision in Step 2 to the Mayor or his designated agent, who shall meet with the Chief, Safety Director, Human Resources Manager, the employee and/or his chosen representative, within fourteen (14) calendar days from receipt of the written appeal. The Mayor or his designated agent shall notify the employee of his decision in writing within seven (7) calendar days from the date the grievance appeal meeting was held. If the grievance is still unresolved, the employee may invoke the arbitration procedure herein contained.

All grievances involving a suspension or termination shall be initiated at this step.

SECTION 37.2 WAIVER OF GRIEVANCE Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievance and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein, shall be considered settled and shall not be subject to further discussion or appeal. Any refusal or failure of the Employer to comply with the provisions of Step 1 through 3 gives the employee or the Union the right to proceed directly to arbitration.

SECTION 37.3 **CLASS GRIEVANCES** Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process grievances as a group/class grievance. If a group/class grievance involves all members of two or more bargaining units on the same issue, only one meeting will be scheduled for the representatives to attend.

An employee representative of a group/class grievance shall be paid for processing steps of the grievance in this article provided that such processing occurs during the employee's regular work shift. Such representatives shall not be compensated for processing steps of the grievance outside of his/her regularly scheduled work shift.

ARTICLE 38 **ARBITRATION PROCEDURE**

SECTION 38.1 **APPEAL TO ARBITRATION** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within fourteen (14) calendar days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this fourteen (14) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If agreement on an impartial arbitrator cannot be reached within fourteen (14) calendar days of the notice to arbitrate, the selection of an arbitrator shall be in accordance with Section 38.2.

SECTION 38.2 **SELECTION OF AN ARBITRATOR** The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial arbitrators from the Cleveland sub-region. The Union shall first strike one (1) name from the list, followed by Employer striking one (1) name. The above process shall be repeated until one (1) person remains on said list. The person remaining on said list shall serve as the arbitrator.

SECTION 38.3 **PREARBITRATION MEETINGS** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

SECTION 38.4 **AUTHORITY OF ARBITRATOR** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinions which are not directly essential in reaching the determination. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

SECTION 38.5 **RETROACTIVITY** Awards of settlement of grievances shall in no event be made retroactive beyond the date giving rise to the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator as the case may be, less any unemployment compensation or other employment compensation that the aggrieved party or parties may have received during the period for which back pay is claimed.

SECTION 38.6 **ISSUES SUBMITTED** The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

SECTION 38.7 **RULES FOR ARBITRATION** The hearing(s) shall be conducted pursuant to the Rules of the Federal Mediation and Conciliation Service (FMCS).

SECTION 38.8 **FEES AND EXPENSES** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

SECTION 38.9 **ARBITRATOR'S DECISION** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

SECTION 38.10 **INDEMNIFICATION** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

SECTION 38.11 **EMPLOYEE APPEARANCES AT ARBITRATION** If an employee's testimony is necessary at an arbitration hearing, and the testimony occurs during the employee's regularly scheduled work shift, the employee shall be released for such testimony in paid status and shall return to work following the completion of his/her testimony.

SECTION 38.12 **EMPLOYEE SCHEDULING** If the grievant, or in a class action grievance the employee class representative, is scheduled to work the day of the arbitration hearing on a scheduled shift other than when the arbitration hearing is scheduled to occur, the employee may request a shift change so that the employee is scheduled to work the shift the hearing is to occur. The employee's request will be granted if coverage permits a shift change. If coverage does not permit, then the employee may use accrued, but unused leave (i.e., vacation, holiday or compensatory time).

ARTICLE 39
CIVIL SERVICE

SECTION 39.1 **EXCLUSION OF CIVIL SERVICE LAW** For topics and issues addressed in this Agreement, the provisions of Civil Service Law, Revised Code Chapter 124, shall not apply.

ARTICLE 40
PHYSICAL FITNESS STANDARDS

Section 40.1 As part of the program, a physical fitness test will be offered to all non-probationary employees. Participation in the program and physical fitness test will be strictly on a volunteer basis for all employees

Section 40.2 For Patrol Officers hired prior to January 1, 2007, the physical fitness test shall consist of seven (7) individual tests which will be given during the same day. To be eligible for the fitness incentive and pass the physical fitness test, an employee must pass five (5) of the seven (7) tests, one (1) of which is either the bike or the run test. For Patrol Officers hired on or after January 1, 2007, the physical fitness test shall consist of three (3) individual tests which will be given during the same day. To be eligible for the fitness incentive and pass the physical fitness test, an employee must pass all three tests. The passing standards are established as provided in the physical fitness standards in Section 40.4 and Section 40.5. Additionally, if a bona fide, qualified, disabled employee requests a reasonable accommodation for the employee's bona fide disability, an alternative test with a reasonable accommodation shall be designed and incorporated herein). Each employee shall receive a copy of their physical fitness test results in writing at their request.

Section 40.3 The physical fitness test will be offered two (2) times per year during the months of May and September. To be eligible for incentive pay ("fitness bonus") the employee must pass the physical fitness test one (1) time during the calendar year. Any non-probationary employee, who takes the test and passes the required portions of the test will be paid a fitness bonus of \$600.00 in the first full pay period following the test. The City will determine who shall administer the test, the specific test dates, times and location which will be announced a

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

minimum of fourteen (14) days in advance. Employees will be compensated for their time while performing the physical fitness test.

Section 40.4 Test Standards for Officer: The fitness standards below are applicable for all Police Officers hired prior to January 1, 2007.

Age	Males				Females			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Sit-ups/crunches Per minute	38	35	29	24	32	25	20	14
Push-ups per minute	29	24	18	13	18	13	11	5
1 Mile Run	9:30	9:45	10:15	11:00	10:30	10:50	11:20	12:00
3 Mile Bike Ride	10:00	11:00	12:15	13:00	11:00	12:00	13:00	14:15
Maximum Bench Press % of Body Weight	99	85	78	68	59	51	48	42
Vertical Jump (inches)	16	15	14	13	13	12	11	10
Sit and Reach (inches)	16	15	14	13	18	17	16	15

Section 40.5 OPOTA Physical Fitness Standard The fitness standards below are applicable for all Police Officers hired on or after January 1, 2007.

OPOTA Physical Fitness Standards
Age and Gender Minimum Scores

	Males (29 and under)	Females (29 and under)
Sit-ups (1 Minute)	40	35
Push-ups (1 Minute)	33	18
1.5 Mile Run	11:58	14:15

	Males (30 - 39)	Females (30 - 39)
Sit-ups (1 Minute)	36	27
Push-ups (1 Minute)	27	14
1.5 Mile Run	12:25	15:14

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

	Males (40 - 49)	Females (40 - 49)
Sit-ups (1 Minute)	31	22
Push-ups (1 Minute)	21	11
1.5 Mile Run	13:05	16:13

	Males (50 - 59)	Males (50-59)
Sit-ups (1 Minute)	26	17
Push-ups (1 Minute)	15	13* Modified
1.5 Mile Run	14:33	18:05

	Males (60+)	Females (60+)
Sit-ups (1 Minute)	20	8
Push-ups (1 Minute)	15	8* Modified
1.5 Mile Run	16:19	20:08

* Based on, The Cooper Institute, Physical Fitness Specialist Course and Certification, 2002, pp 109-123

ARTICLE 41
NOTICE

SECTION 41.1 In all cases where the employer is required to give an employee notice, notice shall be considered given when the employee is actually made aware of the change. For on-duty employees, an e-mail sent to the employee's work e-mail account and documentation placed in the employee's work mailbox constitutes notice or direct contact with the employee. For off duty employees, an e-mail sent to the employee's work e-mail and documentation placed in the employee's work mailbox constitutes notice, but only from the start time of the employee's next subsequent scheduled shift when the employee actually returns to work. The employer may attempt contact by phone. In this situation either direct contact or a voicemail left at the employee's designated phone number shall constitute notice. Employees are encouraged to maintain voicemail. Absent a voice mail system, the employer's documented attempt to telephone the employee shall equate to a voice mail message. It is the employee's responsibility to notify the employer of a change in the telephone number preference.

ARTICLE 42
SENIORITY SHIFT BIDDING

SECTION 42.1 ELIGIBILITY Only non-probationary bargaining unit employees and bargaining unit employees with three (3) or more years of continuous full-time employment with

the Employer from the last date of hire are eligible to participate in the annual seniority shift bidding selection process.

SECTION 42.2 POSTING OF SHIFTS Employer shall annually post shifts available for seniority based selection and choice of shift days off by November 1st. The shifts shall be posted for a period of twenty-one (21) days and shall be adopted by November 30th for the following calendar year.

SECTION 42.3 BIDDING PROCESS Seniority based shift selection by eligible employees shall be by shift and within shift by slot related to regular days off. Pursuant to the Article 11 et al., the most senior eligible employee shall make their shift bid selection first and the selections should occur thereafter in descending order of most seniority to least seniority until all eligible members of the bargaining unit have selected. All eligible employees shall not be permitted to bid on the same shift for more than five (5) consecutive years.

A non-probationary employee who is transferred from a higher classification to a lower classification shall not have the right to bump any other employee. The non-probationary employee being transferred will be assigned to a vacant slot on a shift and will be eligible for shift bidding during the next annual selection process.

SECTION 42.4 ADMINISTRATIVE FILL The employer reserves the right to reserve shift slots for all employees who are ineligible pursuant to Section 42.3 above. The employer agrees to indicate those reserved shift slots on the shift selection document used in the shift selection process outlined in this Article. Employer agrees that selection of days off for these reserve shifts shall take place after all eligible bargaining unit employees have made their day off selections within any given shift.

For good cause shown, the Employer shall have the right to administratively fill or reassign any bargaining unit employee should it determine that the effective operation of the Police Department dictates that seniority not be the determining factor for shift assignment and shift rotation.

The employer may temporarily change employee shifts due to temporary staffing needs caused by illness, injury or emergencies. Such changes shall affect members in reverse order of seniority.

SECTION 42.5 SPECIALIZED ASSIGNMENTS Employer reserves all rights associated with specialized assignments of bargaining unit employees which may affect shift bidding. These assignments include Detective Bureau, Canine Officer, Information Technology Officer.

ARTICLE 43 **DONATED LEAVE**

SECTION 43.1 DONATED LEAVE A donated leave article allows employees to voluntarily provide assistance to any full-time employee of the City in critical need of leave time

due to a serious illness or injury of the employee or a member of the employee's immediate family.

SECTION 43.2 **DEFINITIONS** The “immediate family” will be defined as an employee's spouse, child, step-child, mother and father.

A “serious illness or injury” as provided in the Family Medical Leave Act (FMLA) will apply in this policy. The illness or injury must be a qualifying event under FMLA. A serious health condition may be defined as:

- Inpatient Care (i.e., overnight stay) in a hospital, hospice or residential care medical facility or any subsequent medical care associated with the inpatient care;
- Continuing treatment by a health care provider for a period of incapacity of more than three consecutive calendar days.

SECTION 43.3 **RECIPIENT OF DONATED LEAVE** An employee may receive donated leave, up to the number of hours he/she is scheduled to work in a pay period, if the employee who is to receive the leave:

- Has a qualifying serious illness or injury or has a member of his/her immediate family with a qualifying serious illness or injury, and
- Has exhausted all other forms of leave time (i.e., sick, vacation, personal, compensatory).

SECTION 43.4 **LEAVE DONOR** An employee may donate accrued vacation or personal leave to a fellow employee who is otherwise eligible to use leave time for a qualifying serious illness of the employee or a member of the employee's immediate family.

An employee may donate leave if:

1. He/She voluntarily elects to donate the leave and does so with the understanding that donated leave will not be returned unless the donee returns to work before using it.
2. A minimum of eight (8) hours is donated, and
3. He/She retains a combined leave balance of accrued leave (i.e., sick, vacation, personal) of at least four hundred (400) hours.

SECTION 43.5 **STATUS** The leave donation program shall be administered on a pay period-by-pay period basis. Employees using donated leave shall be considered in an active pay status and shall accrue leave (i.e., sick, vacation) and be entitled to any benefits to which he/she would otherwise have been entitled.

SECTION 43.6 **LEAVE ACCRUAL WHILE USING DONATED LEAVE** Leave time (i.e., sick, vacation) accrued by an employee while using donated leave shall be used in one-minute increments, if necessary, the following pay period prior to the use of additional donated leave.

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

For example: A full-time (40-hour employee) receives 80 hours of donated leave for a pay period. The employee earns 4.6 hours of sick leave while using the 80 hours of donated leave during the pay period. The following pay period, the employee must use the 4.6 hours of accrued sick leave prior to using additional donated leave.

SECTION 43.7 **PROBATIONARY PERIOD** Donated leave shall not count toward the probationary period of an employee who receives donated leave during a probationary period. This applies to all forms of probationary periods.

SECTION 43.8 **CONVERSION OF DONATED LEAVE** All donated leave shall be converted to sick leave for the recipient of the donated leave. Any donated leave not utilized when the donee returns to work, shall be credited back to the donor(s) in the inverse order of donation.

SECTION 43.9 **LEAVE DONATION** An employee wishing to donate leave must specify the type of leave to be donated on the designated leave donation timealert.

SECTION 43.10 **CERTIFICATION OF LEAVE DONATION** Employees wishing to donate leave must complete a timealert and submit it to his/her appointing authority for approval. On the timealert, the employee must certify:

- The name of the employee for whom the donated leave is intended,
- The specific type (i.e., vacation , personal) of leave and the specific number of hours to be donated,
- That the donating employee will have a minimum, combined remaining balance of at least four hundred (400) hours, and
- That leave donation is voluntary.

If approved, the appointing authority shall forward the approved timealert to Human Resources for payroll processing.

SECTION 43.11 **VOLUNTARY APPROVAL** The appointing authority shall ensure that no employee is forced to donate leave. The donation of leave shall be done strictly on a voluntary basis.

SECTION 43.12 **PRIORITY OF USAGE** Donated leave will be utilized in the priority order as it is received from donor employees. If Human Resources receives multiple requests from donor employees, donated leave will be taken from donor employees in the order in which the forms were received.

For example:

Employee A, B and C all want to donate leave to employee D. Human Resources receives a Donor Application form from employee B, followed by employee C and then employee A. Donated leave for employee D will be used in the order that the forms were received in Human Resources, Employee B's leave donation will be used first.

SECTION 43.13 **PRIVACY** The Appointing Authority shall respect an employee's right to privacy on an illness or injury. However, the Appointing Authority may inform employees of a co-worker's critical need for leave if consent is granted from the employee needing the leave or from someone in his/her immediate family.

ARTICLE 44
DUTY WEAPON

SECTION 44.1 **RETIREMENT** Upon retirement, a Patrol Officer may purchase his/her duty weapon from the City for the purchase price of one dollar (\$1.00) under the following conditions:

- A. The retirement is not as a result of a retirement in lieu of removal from employment or other disciplinary action.
- B. The duty weapon must be re-registered in the retiring officer's name after approval and prior to his/her last actual working day.
- C. Purchase and payment must be made prior to re-registration in the retiree's name.
- D. The sale will comply with all applicable laws.
- E. The retiring officer will provide the City with a full release from all liability arising out of the purchase of said officer's duty weapon.

ARTICLE 45
DURATION

SECTION 45.1 **PERIOD OF CONTRACT** This Agreement shall become effective on January 1, 2013 and shall remain in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2015.

ARTICLE 46
EXECUTION

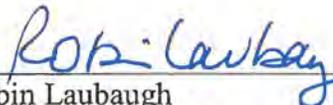
SECTION 46.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day, _____, 2013.

FOR THE UNION:
Ohio Patrolmen's
Benevolent Association

FOR THE EMPLOYER:
City of Wadsworth, Ohio



Kevin Powers
OPBA Representative



Robin Laubaugh
Mayor



Dawn Schismenos
Negotiating Committee Member



Matthew Hiscock
Director of Public Safety

Final Contract with Fact Finder Recommendations (4/11/2013)
2013-2015 – Patrol Officers

APPENDIX A

Vacation Credit Chart

Last Name	First Name	Anniversary Date	Vacation Credit (Hours)	Year	Vacation Credit (Hours)	Year	Vacation Credit (Hours)	Year
DODGE	BRIAN K	5/20/1998	13.84615385	2008	15.38461538	2013		
BALLWAY	MICHAEL	8/17/1998	23.07692308	2008	24.61538462	2013		
CINDIA	MICHAEL	8/17/1998	23.07692308	2008	24.61538462	2013		
EMRICK	WENDY	5/26/1999	15.38461538	2009	15.38461538	2014		
BANKS	MICHAEL	7/5/1999	20.00000000	2009	20.00000000	2014		
COOPER	JOSHUA	8/23/1999	24.61538462	2009	24.61538462	2014		
ELCHLINGER	JAMES	8/27/1999	24.61538462	2009	26.15384615	2014		
SIPOS	KATHRYN	12/15/2000	36.92307692	2010	38.46153846	2015		
WALSER II	JAMES	1/2/2001	0	2011	0	2016		
SHANNON	SEAN	11/14/2001	33.84615385	2011	35.38461538	2016		
SCHISMENOS	DAWN	4/29/2002	12.30769231	2007	12.30769231	2012	12.30769231	2017
BLUBAUGH	ANDREW	1/9/2003	0	2008	0	2013	0	2018
AHERN	JOHN	3/31/2003	9.230769231	2008	9.230769231	2013	7.692307692	2018
COVIL	NICOLE	5/30/2003	15.38461538	2008	15.38461538	2013	15.38461538	2018
PATTERSON	MICHAEL	12/8/2003	36.92307692	2008	36.92307692	2013	35.38461538	2018
DORNER	WENDY	7/29/01	21.53846154	2011	23.07692308	2016	21.53846154	2021
MARKLEY	MATTHEW	11/8/2004	33.84615385	2009	33.84615385	2014	32.30769231	2019
SONNTAG	HEIDI	2/14/2005	4.615384615	2010	4.615384615	2015	3.076923077	2020
ROSE II	JOE	2/21/2006	4.615384615	2011	6.153846154	2016	4.615384615	2021
BROWN	KELSEY	12/4/2006	36.92307692	2011	36.92307692	2016	35.38461538	2021

City of Wadsworth and the
Ohio Patrolmen's Benevolent Association

Contract Addendum

The purpose of this addendum is to clarify the procedure for an employee's request to use accrued leave (i.e., vacation, holiday, compensatory and sick bonus day) when such a request would result in the creation of overtime.

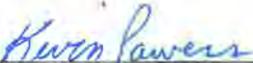
May it be known and understood that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Amended Language for Article 22, Section 8 of the Dispatcher, Patrol and Sergeant contracts:

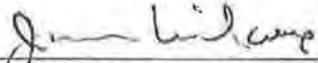
An employee wishing to use vacation leave shall submit a request to the Chief/designee. The leave must be approved by the Chief or his designee prior to being utilized.

Only two (2) officers, to include Patrol Officer and Sergeant, and two (2) communications officers will be permitted to utilize Paid Time Off (PTO) which includes holidays, vacation, compensatory and sick bonus per shift. If the use of PTO causes shift strength to fall below minimum staffing levels the form of PTO must be vacation.

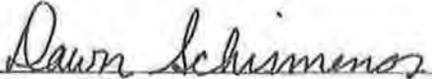
FOR THE UNION:



Kevin Powers
OPBA Representative



Jim Wilcox, Sergeant Representative

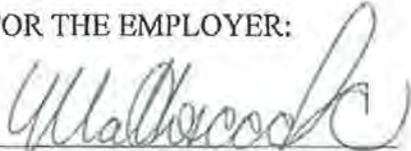


Dawn Schismenos
Patrol Representative



Kelsey Brown
Dispatcher Representative

FOR THE EMPLOYER:



Matthew Hiscock
Director of Public Safety