



13-MED-05-0676  
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K30421  
01/10/2014

**CITY OF TROTWOOD**

**and**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**COLLECTIVE BARGAINING AGREEMENT**  
**(Police Sergeants)**

**(August 1, 2013 — December 31, 2015)**

**2013-MED-05-0676**

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**THIS AGREEMENT WAS MADE AND ENTERED INTO** by and between the City of Trotwood, Ohio hereinafter referred to as the “City” and the Trotwood Police Chapter of the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union.”

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**ARTICLE 1**  
**PURPOSE / COOPERATION**

**Section 1.1.** The purpose of this agreement is to establish the wages, hours, fringe benefits, terms and conditions of employment, and agreed-to-working conditions for all employees represented by the Union and to provide for the peaceful adjustment of differences which may arise.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** As the result of the procedure established for recognizing employee organizations through SERB Case No. 01-REP-01-0013, the City recognizes the Union as the certified employee organization and the exclusive negotiating spokesman of full-time employees in the Trotwood Police Department in the following classifications: Sergeant.

**Section 2.2.** No employee covered by the provisions of this Agreement shall be required, as a condition of employment, to acquire and/or maintain membership in the Union.

**Section 2.3.** The Union recognizes the city council of the City as the elected representatives of the citizens of the City of Trotwood, and the City Manager as the appointed chief executive officer and chief negotiating spokesman of the City of Trotwood, Ohio, consistent with the laws of the State of Ohio.

**Section 2.4.** The City and the Union recognize the requirement to provide uninterrupted services to the citizens of the City of Trotwood, Ohio and said services must be provided in the most efficient manner and at the least possible burden to the citizens of the City of Trotwood, Ohio.

**ARTICLE 3**  
**GENDER AND PLURAL**

**Section 3.1.** Whenever the context so requires, the use of the 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 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 4**  
**NON-DISCRIMINATION**

**Section 4.1.** There shall be no discrimination by the City or the Union against any employee on the basis of such employee’s membership or non-membership in the Union.

**ARTICLE 5**  
**MANAGEMENT TERMS AND RESPONSIBILITIES**

**Section 5.1.** The City retains all rights except those that this Agreement specifically and expressly provides to the contrary. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: The selection, transfer, assignment, promotion and layoff of police personnel, the termination of probationary police personnel; the termination for just cause of other police personnel; the making, amending and enforcement of reasonable work rules and regulations, including the right to establish the work week of employees; the securing of the revenues of the City, and exercise of all functions of government granted to the City by the State Constitution, the City Charter and the statutes of the State of Ohio, the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of police personnel required; the establishment of training programs and upgrading requirements for employees; the establishment of and the changing of work schedules and shift assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City may determine to be necessary for the orderly and efficient operation of the City and the determination of the size and composition of the work force.

**Section 5.2.** The Employer has the right to establish reasonable work rules, policies and procedures to regulate employees in the performance of their job. To the extent any work rules, policies, and procedures have been or will become reduced to writing, each shall be posted at a conspicuous location at the Department. The Union shall be provided with a copy of the same. Except in cases of emergency the posting of the rule, policy or procedure shall occur at least 7 days prior to its effective date.

**ARTICLE 6**  
**PROHIBITION OF STRIKES AND LOCKOUTS**

**Section 6.1.** Neither the Union or any employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operations of the City during the term of this Agreement nor shall the City lockout the Employees during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City shall have the right to discipline employees violating this section, and no such discipline may be set aside unless the employee is found innocent of any violation of this section. This section shall not deny the Union's right to grieve on behalf of the disciplined employees. However, nothing in this section shall preclude the City and Union from negotiating a settlement regarding any disciplinary action which was taken as a result of an employee(s) violation of this section, when it is determined by the City to be in the City's best interest to negotiate such a settlement.

**Section 6.2.** If there is an unauthorized strike, work stoppage, interruption or impeding of work, or other job actions designed to change the course of or influence the negotiation process, the Union together with its officers and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all

interested employees of the City or other employers, that said strike is not authorized and that work shall be continued. Employees engaged in such activity as defined herein shall be subject to appropriate discipline.

## **ARTICLE 7** **DUES DEDUCTION**

**Section 7.1.** During the period this Agreement is in effect, the City will deduct the regular Union dues from the wages of employees who individually and voluntarily authorize and direct such deduction in writing. Such deduction shall be made bi-weekly and shall be forwarded to the Union within 21 days from the date of making the last deduction of a calendar month.

**Section 7.2.** The Union shall hold the City harmless from all liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this article.

**Section 7.3.** No employee covered by the provisions of this Agreement shall be required as a condition of employment to pay to the Union, its representatives, agents, or assignees any sum of money for any purpose, including but not limited to dues, assessments or contributions.

## **ARTICLE 8** **UNION BUSINESS**

**Section 8.1.** The Union shall select a Director, an Assistant Director and an Alternate (the “local representatives”) for the purpose of conducting Union business. Said officers shall be certified to the City Manager in writing by the Union.

**Section 8.2.** In case of disciplinary action or grievance, one of the local representatives shall be allowed reasonable time without loss of pay to investigate a disciplinary action and/or grievance and consult with the City in the processing of the disciplinary action and/or grievance, if he first receives permission from his command officer. Such permission will not be unreasonably denied. The City agrees to cooperate with the Union in conducting an investigation of a grievance.

**Section 8.3.** The City shall provide the Union with the names of new police employees within a reasonable period of time after new police employees are hired. The Union shall furnish the City with a current copy of its Constitution and By-laws upon request from the City.

**Section 8.4.** All members attending Union meetings shall attend said meetings during hours when they are not regularly scheduled to work. Members on duty may attend a meeting called for the purpose of contract ratification provided sufficient manpower is available to provide police services on the road, that the officers in a meeting shall be subject to emergency call; and further, that no officer shall be absent from duty to attend such a meeting for more than one (1) hour.

**Section 8.5.** A staff representative of the Union may consult with the employees at the work site before the start of and at the completion of the day’s work. With the consent of the supervisor said representative(s) shall be permitted access to a meeting room at the City Administration Building at all reasonable times for the purpose of adjusting grievances and assisting in the settlement of

disputes. This privilege is extended subject to the understanding that the work assignments are not in fact interfered with. The consent of the supervisor shall not be unreasonably withheld. A local representative shall have the privileges accorded to the Union staff representative when it is known that the staff representative will be unavailable.

## **ARTICLE 9**

### **DISCIPLINARY ACTION AND APPEALS**

**Section 9.1.** Disciplinary action involving records of instruction and cautioning or written reprimands and appeal thereon shall be handled in accordance with Part 3 — Disciplinary Procedures and Processes of the Personnel Rules and Regulations. In the case of a polygraph examination or voice stress analysis utilized in connection with the investigation of a citizen complaint, the citizen shall be required to go first and any inquiry directed to the employee shall be narrowly tailored to the incident in question; and record of disciplinary action shall be removed from the employee's file as provided below. Discipline involving suspension, demotion or termination shall be subject to Article 10 - Grievance Procedure and Article 11 - Arbitration Procedure.

**Section 9.2.** Discipline shall be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's prior history of discipline and the employee's record of performance and conduct. The concept of "progressive discipline" normally involves a progression through verbal counseling, records of instruction and cautioning, written reprimands, suspension and discharge, however the severity of the offense may require the imposition of more severe discipline on a case by case basis.

Verbal counseling will be defined as "an exchange between the supervisor and an employee where the intent is to give adequate notice to any employee whose actions are improper and/or inadequate so that the employee may improve his or her performance to acceptable standards." Verbal counseling shall not be considered disciplinary action and shall be removed from the file three (3) months after the effective date.

**Section 9.3.** Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off, suspension, demotion or removal, a predisciplinary conference between the Employer and the employee and a local representative of the Union shall be arranged. If the employee elects not to have a representative present, such waiver shall be in writing. This conference shall be scheduled not earlier than 24 hours after the time the employee is notified of the discipline and the predisciplinary conference. The employee may have a local representative plus the staff representative present at the predisciplinary conference. The employee shall be responsible to notify the representatives. The Employer may have additional personnel present at the predisciplinary conference.

**Section 9.4.** In the event of an accusation of serious misconduct an employee may be placed on paid administrative leave pending the holding of a predisciplinary conference.

**Section 9.5.** A non-probationary employee who receives disciplinary action subsequent to the predisciplinary conference referenced above shall be given written notice regarding the reasons for the disciplinary action.

**Section 9.6.** Complaints from third parties which may result in disciplinary action must be in writing and signed by the complainant. The officer will be notified of the complaint by the City upon commencement of an investigation. The notification to the officer may be delayed in the event that the matter involves bona fide investigation of criminal conduct by the officer. Prior to any questioning of the officer, the officer will be notified of his right to be represented by legal counsel and apprised of his "Garrity" rights concerning statements made by him.

**Section 9.7.** Employees may review their personnel file at reasonable times upon written request. Employees may request, through their supervisor that the individual responsible for their personnel file remove inaccurate materials from their file. If the individual declines the request, the employee shall have the right to have a memorandum attached to the document in question, stating the employee's concerns. Copies of documents relating to the investigation of an employee's performance of his duties shall be provided to an employee at such time as said documents are placed into the employee's personnel file.

**Section 9.8.** All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any of the following records will be removed from the file upon the request of the employee, according to the following schedule:

- A. **Record of Instruction and Cautioning.** A record of instruction and cautioning shall cease to have force and effect six (6) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.
- B. **Written Reprimand.** A written reprimand shall cease to have force and effect one (1) year after their effective date, providing that there has been no intervening disciplinary action taken during that time period.
- C. **Suspension.** A suspension shall cease to have force and effect two (2) years after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

No records regarding prior discipline or performance evaluation may be used in connection with disciplinary or promotion/retention related matters unless such records are maintained in files — personnel or otherwise — that as of the effective date of this Agreement have been identified and are readily accessible to the employee for inspection upon request.

**Section 9.9.** The commencement of the taking of disciplinary action<sup>1</sup> or notification that asserted charges/complaints are unfounded shall occur within (a) thirty (30) calendar days after the completion of an investigation of the matter or (b) within sixty (60) days after the incident at

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<sup>1</sup>The commencement of the taking of disciplinary action can include a notice of referral to the Employer's governing body or designated official (e.g. City Manager, Mayor, etc.) for suspension or discharge, (ii) the notice of discipline being immediately imposed; (iii) the notice of the scheduling of a pre-disciplinary conference; or (iv) the notice of discipline to be imposed at a reasonable date in the future. Once the discipline is determined it shall be imposed within thirty (30) days unless otherwise extended by mutual agreement of the Chief and the employee being disciplined.

issue first comes to the attention of Police officials above the rank of Sergeant whichever is the earlier. In the event that the Police Chief determines that additional investigation into a potential disciplinary matter is warranted the Chief may extend the above referenced time periods by an additional sixty (60) days upon notice to the employee and the Union representative. Upon the commencement of disciplinary action, and reasonably prior to any hearing(s) conducted therewith, the employee shall be entitled to copies of such internal documents as may constitute "public records" under R.C. §149.43 which are being utilized in connection with said disciplinary proceedings

**Section 9.10.** At any disciplinary meeting, the steward shall be furnished copies of those written records and/or documents which are presented to the employee.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

**Section 10.1. Grievance Defined.** A grievance, under this agreement, is a written dispute, claim, or complaint arising under or during the term of this agreement and filed by either an authorized representative of or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this agreement, including wages, benefits and working conditions. Grievances involving disciplinary action shall be handled in accordance with Article 9 of this agreement. Probationary employees shall be entitled to grieve matters involving discipline or discharge, except that a probationary employee may not grieve a demotion which occurs during the probationary period.

**Section 10.2. Timeliness of Grievance.** All grievances must be filed, in writing, within seven (7) days after occurrence of the circumstance given rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist. Whenever used in this procedure unless specified otherwise, "day" shall mean "calendar day."

**Section 10.3.** All employees are encouraged to discuss any problems with their supervisor to see if the problem can be resolved prior to the filing of a grievance.

**Section 10.4.** The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. The time limits specified for either party may be extended only by written mutual agreement.

**Step 1:** If the dispute is not resolved informally, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within seven (7) days of the occurrence of the facts giving rise to the grievance. The Chief shall give his answer within seven (7) days of the date the grievance is received.

**Step 2:** If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Manager within seven (7) days from the date of the rendering of the decision of Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall convene a hearing within seven (7) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the

required information for the rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his OPBA representative within seven (7) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## **ARTICLE 11** **ARBITRATION PROCEDURE**

**Section 11.1.** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within seven (7) calendar days after the rendering of the decision at Step 2, the grievant may submit the grievance to arbitration. Within this seven (7) calendar day period, the parties will meet to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of fifteen (15) arbitrators whose primary residence is in the State of Ohio. Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to one (1) list and request another list. The party that rejects the list shall bear the cost of obtaining a new list.

**Section 11.2.** 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.

**Section 11.3.** The hearing or hearings shall be conducted pursuant to the arbitration rules of the FMCS.

**Section 11.4.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will 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 11.5.** An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena, and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any requests made by either party for the attendance of witnesses shall be made in good faith.

**Section 11.6.** The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties subject only to such limited rights of appeal as are provided by law.

## **ARTICLE 12** **WAIVER**

**Section 12.1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect

to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement and any addenda thereof constitute the entire Agreement between the Employer and the Union, and all prior agreements either oral or written are hereby canceled. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged in bargaining collectively 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 of contemplation of both parties at the time that they negotiated or signed this Agreement. Nothing contained in this section shall prevent, however, the parties by mutual agreement from adding to or subtracting from this Agreement.

### **ARTICLE 13** **OVERTIME**

**Section 13.1.** When employees are directed by their supervisor to work extra time, beyond their normal workweek, they shall be compensated for such overtime.

**Section 13.2. Definitions of Overtime.** Overtime shall be considered as authorized time worked in excess of regularly scheduled workweek. For purposes of computing overtime, a “regularly scheduled workweek” shall include time spent on paid vacation and holidays. For employees on a 4/3 schedule the normal workweek shall be 40 hours. For employees on a special schedule the normal work week shall be their posted schedule. Those hours in excess of the normal workweek shall be compensated at a rate of one and one-half (1½) times employee’s regular rate of pay. In computing hours worked, each completed fifteen (15) minute interval will be used for payroll purposes.

**Section 13.3. Distribution of Overtime.** The Employer will maintain an overtime list by seniority. When the Employer determines to offer an overtime opportunity other than detective work, anticipated to last three (3) hours of duration or more, it shall offer the opportunity to the first employee on the overtime list unless a particular officer’s skill, experience or prior involvement in a matter are required. Sergeants who holdover or report early in order to fill overtime slots on days which they are scheduled to work shall utilize shift increments of three (3) hours each. Sergeants who are called in for overtime from their days off shall be guaranteed eight (8) hours [or four (4) hours if they work one-half (½) of the needed coverage period]. Eight (8) hour coverage periods may be split at the request of the first employee to accept the overtime into two (2) increments of four (4) hours each. In that case, the remaining four (4) hours will be offered to the next employee on the eligibility list. If that employee rejects the opportunity, the Employer shall move down the list until the opportunity is accepted. If the first employee on the list accepts or rejects the opportunity, that employee shall be moved to the bottom of the list. This process will continue until the overtime opportunity has been accepted.

The employee may provide both a primary and secondary phone number at which he may be contacted. The number may be for a telephone, answering machine beeper or other device. If the number leads to an answering machine, the supervisor will leave a message, and then immediately go to the secondary number. If there is no answer or call back, the supervisor may go to the next

name on the list. The employee that could not be contacted will be moved to the bottom of the list. A new list will be started on January 1st of each year.

**Section 13.4.** Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity. Additionally, in the event of a patterned or intentional failure to comply with the procedure for assignment of overtime, the matter will be subject to an additional award of two (2) hours pay to the employee denied the overtime.

**Section 13.5.** Comp Time. Sergeants may accrue up to forty (40) hours of overtime at time and one-half (total of 60 straight time hours) as comp time which may be used upon reasonable advance notice to and permission by the Operations Captain. Use of comp time may be rejected if such use would require coverage by other personnel on overtime. Once comp time is approved, it may not be rescinded absent the existence of a bona fide emergency. Being required to obtain substitute coverage with overtime does not constitute an emergency.

#### **ARTICLE 14** **OTHER COMPENSATED TIME**

**Section 14.1.** Required Court Time. When an employee is required to attend court during nonscheduled work hours required by the prosecutor (and with permission of supervisor for pretrial attendance) he shall be credited with a minimum of two (2) hours at overtime rates.

**Section 14.2.** Call-out Pay. An employee called out shall receive a minimum of three (3) hours time for each call provided it is not an extension of their scheduled shift. A "call-out" is defined as a critical law enforcement related incident including, but not limited to, homicide, riot, robbery, rape, fatal traffic accident, etc., for which an employee has needed expertise or is necessary to augment manpower above that of existing staffing levels as a result of the critical incident.

**Section 14.3.** Training and Departmental Meetings. Training and departmental meetings during non-scheduled work hours shall be credited with two (2) hour minimums.

#### **ARTICLE 15** **HOLIDAYS**

**Section 15.1.** All officers will receive the following paid holidays:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Thanksgiving Day	Day After Thanksgiving
Labor Day	Christmas Day

**Section 15.2.** Any Officer working a holiday will be paid one and one-half (1-1/2) times the employee's normal pay. Every officer will receive eight (8) hours regular pay for each holiday, regardless if he worked it or not. This pay will be kept for the officer until the last paycheck before Thanksgiving. Each officer will then receive sixty four (64) hours of regular pay in one check separate from their regular paycheck.

**ARTICLE 16**  
**VACATIONS**

**Section 16.1.** Each full-time employee shall earn and be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours of Vacation</u>
After 1 yr., but less than 5 yrs .....	Eighty (80) hours
After 5 yrs., but less than 8 yrs. ....	Ninety Six (96) hours
After 8 yrs., but less than 10 yrs. ....	One Hundred Four (104) hrs.
After 10 yrs., but less than 13 yrs. ....	One Hundred Twenty (120) hrs.
After 13 yrs., but less than 15 yrs. ....	One Hundred Thirty Six (136) hrs.
After 15 yrs., but less than 20 yrs. ....	One Hundred Sixty (160) hrs
After 20 yrs. continuous service .....	Two Hundred (200) hrs.

**Section 16.2.** Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. However, if an employee terminates his employment, he shall receive a pro-rata payment for unused benefits.

**Section 16.3.** Vacation time shall be taken at a time approved by the scheduling supervisor. Employees shall receive timely notice of the approval of their requested vacation leave and said approval shall not be unreasonably withheld.

Employees must request vacation leave at least one (1) week in advance of the requested day(s) off. However, the one (1) week notice requirement may be mutually waived by the parties. Employees shall receive timely notice of the approval of their requested vacation leave and said approval shall not be unreasonably withheld.

**Section 16.4.** Any employee who quits or is terminated or retires and has unused vacation time shall receive such pay for unused vacation.

**Section 16.5.** Forty (40) hours of vacation time must be taken each year. The maximum vacation carry over shall be equal to one (1) year's vacation allowance or 160 hours, whichever is greater.

**ARTICLE 17**  
**SICK LEAVE**

**Section 17.1.** Sick leave shall be defined as an absence with pay necessitated by illness or injury to the employee.

**Section 17.2.** All full-time employees shall earn sick leave at the rate of ten (10) hours per month and may accumulate such sick leave without limit if formerly hired as a Patrol Officer prior to August 1, 2003, otherwise limited to 1200 hours; provided, however, that an employee must work at least 60% of the available work days during a month to accumulate sick leave. Sick leave shall

not be accumulated during any period of absence, except for approved vacation leave or approved FML.

**Section 17.3.** An employee who is absent on sick leave shall make a good faith effort to notify the City of such absence and the reason therefore at least two (2) hours before the start of their shift.

**Section 17.4.** Sick leave must be used in segments of not less than one (1) hour.

**Section 17.5.** Abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline.

**Section 17.6.** An employee who transfers to this department from another department of the Employer shall be allowed to transfer his accumulated sick leave.

**Section 17.7.** Any employee of the department who has accumulated sick leave earned from being employed by another political subdivision shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer.

**Section 17.8.** Sick time may be exchanged for vacation days by employees formerly hired as a Patrol Officer prior to August 1, 2003, after a balance of 600 sick leave hours are accumulated and provided the exchange does not reduce the employee's balance below 600 sick leave hours. The employee can exchange thirty (30) sick leave hours for 10 hours of vacation, not to exceed 300 sick leave hours for 100 hours of vacation in a calendar year. In the alternative, sick leave hours may also be exchanged for pay at the rate of thirty sick leave hours for 10 hours of pay at the employee's rate of pay, not to exceed 100 hours of pay per calendar year.

**Section 17.9.** When an employee is absent on sick leave for three (3) or more consecutive days, he shall be required to submit a doctor's excuse upon the Employer's request. With prior written notice to the employee by the City, a doctor's excuse may be required on any occasion of sick leave use.

**Section 17.10.** Up to fifty (50) sick leave hours may be used for paternity leave, however, in unusual circumstances the Chief has the discretion to permit an employee to use additional paid sick leave for matters involving the birth of his child or for serious, documented illnesses involving members of the employee's immediate family (spouse, children, parent, or person acting in loco parentis of employee) living in employee's home. In addition an employee may use any or all of her sick time for purposes of maternity leave but said leave (whether paid or unpaid) shall not exceed 12 weeks as provided under the Family Medical Leave Act.

**Section 17.11.** The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

**Section 17.12.** The City's policy on donation of sick leave in effect as of the date of this Agreement is incorporated by reference herein.

**Section 17.13.** If an employee is hospitalized while on vacation, he may change his status from “vacation” to “sick leave” for actual scheduled workdays hospitalized. The employee must provide proof of hospitalization.

**Section 17.14.** Upon eligibility for and commencement of retirement under applicable provisions of the Ohio Police and Fire Pension Fund, employees hired before August 1, 2003 who retire from service with the City with more than ten (10) years of service may convert accrued sick leave at a rate of 3 for 1 and receive a lump sum payment for up to 1000 hours. Employees hired before August 1, 2003 who retire with more than 20 years of service may convert accrued sick leave at a rate of 2 for 1 and receive a lump sum payment for up to 1040 hours. Employees hired after August 1, 2003, who retire with more than ten (10) years of service may convert accrued sick leave at a rate of 3 for 1 and receive a lump sum payment for up to 480 hours. Employees hired after August 1, 2003, who retire from service with the City with more than 20 years of service may convert accrued sick leave at a rate of 2 for 1 and receive a lump sum payment for up to 480 hours.

## **ARTICLE 18** **PERSONAL LEAVE**

### **Section 18.1.**

- A. Employees who qualify under applicable federal requirements shall be granted family and/or medical leave of absence without pay in accordance with the provisions of the Family Medical Leave Act (FMLA) which entitles an eligible employee to a maximum of 12 workweeks of unpaid leave during any 12 month period for:
1. the birth and subsequent care of the employee’s child;
  2. placement of a child with the employee for adoption or foster care;
  3. care for the employee’s spouse, son, daughter or parent suffering from a serious health condition; and/or
  4. a serious health condition that makes the employee unable to perform the functions of the position of employment.

The taking of such leave shall not result in the loss of any accrued employment benefits. Health insurance coverage shall be maintained during the period of such leave.

- B. In the event an employee uses paid leave to which he is eligible under any other section of this Agreement for any of the purposes for which he would be entitled to unpaid leave under the FMLA, said paid leave shall be included as part of the 12 week total period of leave to which an employee is entitled under the FMLA.

**Section 18.2.** Personal days may only be taken any time notice is given at least one (1) day in advance with the advanced approval of the Division Major. Said approval will not be

unreasonably withheld. An employee will be notified in writing of the reason for the denial of the use of requested personal leave.

**Section 18.3.** Officers, in addition to all other leave benefits, will be granted fifty (50) hours of personal leave each year which are to be taken within the year earned. Any scheduled personal hours under this section which has been denied in the last two (2) months of a calendar year may be carried over for an additional four (4) month period with approval of the Chief.

**Section 18.4.** Employees may earn ten (10) additional personal leave hours for every four (4) months, which is ten (10) hours for not utilizing any sick time for that four (4) month period. Personal leave hours under this Section shall not be accumulated and must be used within the following six month period or may be taken as pay at the employee's option. However, any personal day under this Section which cannot be scheduled within the appropriate six (6) month period due to the operational needs of the Department may be carried over for an additional six (6) month period. Sick leave used in conjunction with the approved FML shall not apply with regards to this section.

## **ARTICLE 19** **FUNERAL LEAVE**

**Section 19.1.** An employee shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to thirty (30) hours off not deducted from any leave in the case of death of the spouse, child, stepchild or parent of the employee or his spouse. In case of death of the brother, sister or grandparent of an employee or spouse, the employee will be granted up to thirty (30) hours funeral leave, with such time to be deducted from any available leave time as designated by the employee. (An additional twenty [20] deductible hours may be granted if travel is necessary.)

## **ARTICLE 20** **LIMITED TRANSITIONAL DUTY AND INJURY LEAVE**

**Section 20.1.** Transitional duty work within or assisting the Police Department may be assigned at the sole discretion of the Police Chief or his designee to a temporarily disabled employee whose injury or illness is work related and who is otherwise eligible for lost time wage benefits under a workers compensation claim. Such assignments may be for periods of thirty (30) to ninety (90) days and may be extended as the City determines appropriate. During such periods of transitional duty, the employee shall continue to receive his regular rate of pay and be entitled to all benefits under this Agreement. Disputes over an employees' physical ability to perform said transitional duty shall be resolved by medical examination by a qualified professional duly selected by the City and Employee and paid for by the City.

**Section 20.2.** When an employee is injured in the line of duty while actually working for the Employer and is not physically able or is not assigned by the City to perform limited transitional duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this article.

**Section 20.3.** If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period.

**Section 20.4.** The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

## **ARTICLE 21** **JURY DUTY LEAVE**

**Section 21.1.** Any employee who is called for jury duty, either federal, county, or municipal, shall be paid his or her regular salary less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. If the jury duty falls on the Employee's scheduled day to work, the Employer shall be credited with time worked.

## **ARTICLE 22** **COMPENSATION**

**Section 22.1.** During the term of this Agreement, wages shall be as follows:

Step 1: Probationary Period: 7.6% above the top wage of Police Officer.

Step 2: Non-Probationary: 15.2% above the top wage of Police Officer.

**Section 22.2.** All new Sergeants will start at step one (1). Provided their evaluations under the criteria set forth in Article 25 average at least four "4" ("acceptable"), employees shall proceed to step 2 on their anniversary date of promotion. An employee whose evaluation is less than satisfactory may receive his step increase earlier than his next anniversary date provided the Chief determines in his discretion that the employee's interim performance has improved to the point that a wage increase is appropriate. Except as set forth in Section 22.1 above, all new Sergeants will be placed on a one (1) year probationary period.

**Section 22.3.** All Detectives shall receive an additional one dollar (\$1.00) per hour for all time worked during the period they spend as designated "on call" detectives.

**Section 22.4.** Effective each year during the first payroll period in January, a longevity supplement shall be paid in a separate check to employees hired before January 1, 2013 according to the following criteria:

<u>Completed Years of Employment as of January 1</u>	<u>Longevity Supplement</u>
10 to 14 years .....	\$520.00
15 to 19 years .....	\$1,040.00
20 years and above.....	\$1,560.00

In accordance with requirements of the FLSA, said longevity supplement shall be added to the employee's total wages for the previous 12 month period for purposes of computing an adjusted regular hourly rate and computing additional overtime to which the employee may be entitled.

### **ARTICLE 23** **UNIFORM ALLOWANCE**

**Section 23.1.** All new employees shall receive an initial uniform issue. Uniform selection shall be at the discretion of the Police Chief. However, any costs related to a change in the style of new uniforms shall be at the City's expense. All non-probationary employees shall be paid an annual uniform allowance of One Thousand (\$1,000.00) dollars effective January 1, 2014, and One Thousand Dollars (\$1,000.00) effective January 1, 2015. The uniform allowance may be used for (a) the purchase and replacement of uniforms, equipment and job related accessories.

**Section 23.2.** The City shall supply one (1) ballistic vest to each new employee after which the City shall repair and/or replace the vest in accordance with manufacturer's standards without deductions from the uniform allowance. Selection of the style and type shall be the City's decision based on NIJ standards. The City will also repair or replace vests damaged in connection with an assault while on duty.

**Section 23.3.** Personal items such as watches, eyeglasses, prescription sunglasses, hearing aids and dentures shall be repaired or replaced at the City's expense if damaged or destroyed in the line of duty. Total annual cost to the City per employee shall not exceed \$150.00.

### **ARTICLE 24** **INSURANCE**

**Section 24.1.** Employees shall be eligible for coverage under the City's group medical insurance policy provided to all non-unionized City employees. This policy shall be identified as the "Core Plan."

**Section 24.2.** Payment of the health insurance premium shall be as follows:

- City will pay 87% of the premium for all coverage options.
- Employee shall pay 13% of the premium for all coverage options.

**Section 24.3.** The City may also offer an enhanced group medical insurance coverage known as the "Buy-Up Plan," as follows:

- Any additional costs over and above what the City would pay for coverage under the "Core Plan" shall be paid 100% by employees who elect coverage under the "Buy-Up Plan."

## **ARTICLE 25** **EVALUATIONS**

**Section 25.1.** Each Sergeant shall be evaluated every twelve (12) months by the Division Captain(s) for whom the Sergeant has worked during the previous twelve (12) months. The evaluation period shall run January to December with the evaluation to be completed and reviewed with the Employee no later than February 1 of each year. The final score of the evaluation will be determined by the average score given by the Division Captain(s) in each category. The City and Union will jointly draw up definitions and standards of performance for each rating category. Sergeants will be expected to perform at no less than "acceptable" ("4" rating) in each performance category.

## **ARTICLE 26** **SHIFT ASSIGNMENT**

**Section 26.1.** Each three months, officers may bid for a shift preference based on their seniority. The Chief at his sole discretion will, when necessary reassign specialized assignments, i.e. detectives, crime prevention, bike patrol, and EV Techs for operational needs of the Department. The Chief at his sole discretion may reassign Sergeants if such reassignment is needed to balance shifts for experience, number of employees per shift, or other reasons as determined necessary. If an officer that is excluded from shift bidding due to voluntary special assignment wants to withdraw from his or her assignment, the Sergeant must submit a letter of intent along with a shift bid for the next quarter to the supervisor at the appropriate time. If the Sergeant elects to withdraw during an active quarter and/or has not submitted the proper paperwork, the City will have the right to reassign this Sergeant according to the operational needs of the Department. Unless necessitated by exigent circumstances, at least ten (10) days notice will be provided to employees reassigned to new shifts.

## **ARTICLE 27** **MISCELLANEOUS**

**Section 27.1.** In any instance where the Employer sends an employee for any type of medical examination, the Employer shall pay the cost of the examination and treat time spent in said evaluation and travel as worked time.

**Section 27.2.** The OPBA will be allowed a locked bulletin board for official OPBA notices of the following type:

- A. Recreation and Social Events
- B. Election and Election Results

- C. General Membership Meetings
- D. Other Official Union Business

The bulletin board will be located in the Sergeants' Office.

**Section 27.3.** Employees will be permitted to obtain outside employment which does not conflict with departmental rules and regulations.

## **ARTICLE 28** **LABOR / MANAGEMENT COMMITTEE**

**Section 28.1.** There is hereby established a Union/Management committee. This committee shall be composed of not more than three (3) persons appointed by the Union and not more than three (3) appointed by Management. This committee shall meet on an as needed basis at the request of either party to provide a forum for the discussion and possible resolution of problems with the Police Department. This committee is to provide an informal format to discuss mutual problems, and the recognition of issues by either party is not to be construed as to expand the scope of the grievance procedure, or to obligate either party to additional bargaining.

## **ARTICLE 29** **SAVINGS CLAUSE**

**Section 29.1.** In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

## **ARTICLE 30** **DURATION OF AGREEMENT**

**Section 30.1.** This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective upon ratification and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2015, notice of such a desire shall be given prior to November 1, 2015. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

## **ARTICLE 31** **JOB ASSIGNMENTS**

**Section 31.1.** Effective with the commencement of this Agreement, and thereafter, a notice concerning an available job vacancy other than short term assignments which are made based on the operational needs of the department within the bargaining unit shall be posted for a period of ten (10) days to permit interested candidates to apply for the position. No job vacancy will be

filled until the posting requirement is complied with. Short term assignments shall be defined for purposes of this Article as no more than three (3) months in duration which can be extended for good cause shown by an additional three (3) months with notice to the Union.

**Section 31.2.** Job assignments under this Article shall be awarded on the basis of merit and fitness and shall include: job performance as determined in the employee evaluation process, work related experience, training and education related to the performance of the duties of the posted position. If employees are equal in merit and fitness, the position shall be awarded on the basis of seniority.

## **ARTICLE 32** **SUBSTANCE TESTING**

**Section 32.1.** The cost of any required substance testing or related medical examination shall be borne by the City. Substance testing shall occur during an employee's scheduled work shift or immediately prior to or after the completion of the employee's shift.

**Section 32.2.** The City's policy on substance abuse and testing is incorporated by reference herein.

## **ARTICLE 33** **K-9 OFFICER**

**Section 33.1.** The Union and the Employer agree, notwithstanding other provisions in this Section, that an Officer assigned to be a K-9 Officer shall work as his regular hours a nine and one-half (9.5) hour shift, as assigned by the Chief of Police or his designee, for which the K-9 Officer shall be entitled to ten (10) hours of regular pay as compensation for those duties required outside regular work hours in the care and maintenance of his dog(s), including, but not limited to, time spent feeding, cleaning, exercising, playing, grooming, transporting, providing health care and for related time and extraordinary expense incurred in the other activities related to the maintaining of a dog at his residence.

**Section 33.2.** The K-9 handler shall receive one-half (.5) hour's pay per day on all days the handler is not scheduled to work for K-9 maintenance as described in Section 33.1.

**Section 33.3.** For the purposes of vacation, compensatory time, sick time, personal days, the K-9 Officer shall only be charged for nine and one-half (9.5) hours per day when the K-9 Officer uses any of this accrued time off. The last one-half (.5) hour (total of 10 hours) shall be paid as though the K-9 Officer worked for the purposes of K-9 maintenance as described in Section 33.1.

**Section 33.4.** Trotwood Police Department K-9 teams must be OPOTA certified every two (2) years and strive to maintain the North American Police Working Dog Certification. If for any reason the K-9 team fails OPOTA certification, it will be immediately placed on inactive status. As soon as possible, the team will again attempt to pass certification. If the K-9 fails to be certified on its second attempt, it is the decision of the Chief of Police whether to allow the K-9 a third attempt or to permanently remove the dog from service.

Section 33.5. The parties agree that the schedule for the K-9 Officer is being adopted pursuant to Section 207(k) of the FLSA and 29 CFR Part 553. For the purposes of this Section, time worked shall include time spent on paid vacation and holidays, as those terms are understood in Article 13 Overtime, Section 13.2. Time worked in excess of 9.5 hours in a day or 40 hours during a 7-day work period shall be paid at the overtime rate (1.5 times the regular rate).

Section 33.6. Start time for shifts shall be at the discretion of the Employer but once established shall remain in effect unless modified for emergencies or with two (2) weeks' notice to the affected Sergeant(s).

Section 33.7. Notwithstanding Section 33.1, the K-9 Officer will be compensated at the overtime rate for any additional training concerning the K-9 animal which is accomplished outside of regular hours of work and which is either approved by or required by the City.

#### **ARTICLE 34** **SENIORITY**

Section 34.1. Upon the execution of this Agreement, "Seniority," as that term is used in this Agreement in connection with and for purposes of computing vacation and longevity pay, is defined as an employee's continuous service with the Police Department as a full-time regular employee to be computed from the employee's last date of hire (which shall be deemed the date the employee is sworn in as a Trotwood Police Officer). For those employees who were employed by Madison Township and/or the City prior to the effective date of the merger, their seniority date is governed by Article 3 of the Terms and Conditions of the Merger. Bargaining Unit Seniority as that term is used in this Agreement in connection with bidding on shifts and vacation and for purposes of determining layoff is defined as an employee's continuous service with the Police Department as a full-time Sergeant. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to those on the active payroll.

Section 34.2. An employee's seniority shall cease and his employment terminated upon any of the following:

- A. Resignation or "Quit";
- B. Termination;
- C. Retirement (Years of service and/or retirement disability);
- D. Layoff in excess of eighteen (18) months;
- E. Absence from work (resulting from City work-related injury or illness compensated by workers compensation) in excess of retained paid (sick, vacation, or PA) leave or eighteen (18) months whichever is longer;

- F. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained paid (sick, vacation or PA) leave or six (6) months whichever is longer.

**Section 34.3.** Employees shall continue to be eligible for health insurance coverage as follows:

- A. After resignation or quit - as determined by COBRA;
- B. During layoff for a period of ninety (90) days after which as determined by COBRA;
- C. During military leave in excess of 31 days - as determined by COBRA and USERRA;
- D. During absence from work (resulting from City work-related injury or illness compensated by workers compensation) for a maximum of eighteen (18) months.
- E. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) for a maximum of retained paid (sick, vacation or PA) leave or twelve (12) weeks, whichever is longer.

## **ARTICLE 35** **LAYOFFS**

**Section 35.1.** Bargaining unit employees may be laid off only for lack of work, lack of funds or abolishment of a position, pursuant to applicable Ohio law. Said layoff shall take effect only after being given fifteen (15) days prior written notice.

**Section 35.2.** In the event of a layoff situation, if the affected employees are unable to bump back into the Patrol Officers' bargaining unit, employees in this Sergeants' bargaining unit will be laid off in accordance with their bargaining unit seniority (last promoted, first laid off).

**Section 35.3.** A bargaining unit employee who is laid off shall be subject to recall from layoff for a period of eighteen (18) months provided he/she is qualified to perform the job.

**Section 35.4.** A recall from layoff will be based upon seniority (last laid off, first recalled).

**Section 35.5.** Before any bargaining unit employee may be laid off, all part-time employees performing work actually performed by bargaining unit employees will be first laid off.

## **ARTICLE 36** **PROBATIONARY PERIOD**

**Section 36.1.** New Sergeants shall serve a probationary period of one (1) year from their date of full-time hire into the Sergeant's position. An employee shall be entitled, during his probationary period, to the processing of grievances which concern all matters not related to the successful completion of the probationary period. Employees who are probation released shall have the right to return to their previously held position as a Patrol Officer in the Trotwood Police Department without loss of seniority but are not entitled to grieve the probationary release itself.

**ARTICLE 37**  
**PHYSICAL FITNESS INCENTIVE**

Non-probationary employees who participate in the Voluntary Physical Fitness Training Program and successfully meet the standards of that program shall receive a physical fitness incentive bonus pursuant to this article.

Management will pay the physical fitness incentive to each employee who has achieved his/her physical fitness level certification from the Training Bureau by January 1 of each calendar year.

The physical fitness incentive shall be paid according to the following schedule:

Level One	\$50
Level Two	\$150
Level Three	\$250

The incentive shall be paid in the first pay period after July 1 of each calendar year.

**ARTICLE 38**  
**EXECUTION**

**Section 38.1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FOR THE OPBA:

Joseph A. Hughes  
Brent E. Rasmussen

FOR THE CITY OF TROTWOOD:

Michael J. Lucking  
Michael J. Lucking, City Manager

Quincy E. Pope Sr.  
Quincy E. Pope Sr., Public Safety  
Director/Deputy City Manager

APPROVED AS TO CONTENT:

Kelly E. Babcock  
Kelly Babcock, Labor Consultant

Date: October 9, 2013

APPROVED AS TO FORM:

Steven McHugh  
Steven McHugh, Law Director

Date: 10/16/13