



2014 - 2016 Agreement Between City of Pataskala and OPBA - Sergeants and Lieutenants

13-MED-09-0981  
3119-02  
K31004  
06/17/2014

**AGREEMENT BETWEEN**  
**THE**  
**CITY OF PATASKALA**  
**AND THE**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**SERGEANTS**  
**AND**  
**LIEUTENANTS**

**EFFECTIVE**  
**JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

*COMP - MAX 80 HRS. - 2 HR INCREMENTS - CASH-OUT WHENEVER THEY WANT*  
*VAC - 8-10 HR INCREMENTS*  
*SICK - 2 HR INCREMENTS - 960 MAX*



# OHIO PATROLMEN'S Benevolent Association

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Columbus, OH 43235  
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[www.opba.com](http://www.opba.com)

May 15, 2014

### ELECTED OFFICERS

*Executive Director*  
TERRY GALLAGHER  
Parma Hts. P.D., *Retired*

*Executive Secretary*  
JEFFREY MEDICINO  
Solon P.D.

*Recording Secretary*  
BRIAN JOHNSTON  
Geauga County S.O.

*Treasurer*  
GARY JESSER  
Parma P.D., *Retired*

*Financial Secretary*  
DAVID SPAGNOLO  
Bedford Hts. P.D., *Retired*

*Sgt.-At-Arms*  
RONALD G. CAMPBELL  
Cuyahoga County S.O.

*Director of Organization*  
WALTER C. GOULD  
Amherst P.D., *Retired*

### TRUSTEES

THOMAS M. AUSTIN  
Twinsburg P.D.

PATRICK M. COLEMAN  
Brecksville P.D.

JAMES THOMPSON  
Warrensville Heights P.D.

### Staff Attorneys

KEVIN POWERS  
S. RANDALL WELTMAN  
MARK J. VOLCHECK (Columbus)  
JOSEPH M. HEGEDUS (Columbus)  
MICHAEL JOHN HOSTLER  
DANIEL J. LEFFLER  
MAX RIEKER

### Special Counselors

GEORGE ARGIE, JR.  
LOUIS D'AMICO  
DOMINIC VITANTONIO  
LARRY D. FARLEY (Toledo)  
MARILYN L. WIDMAN (Toledo)  
MICHELLE SULLIVAN (Toledo)  
JUSTIN BURNARD (Toledo)

### Business Agents

JEFFREY D. PERRY

City of Pataskala  
**ATTN: James M. Nicholson**  
421 W. Broad Street  
Pataskala, Ohio 43062

RE: OPBA CBA

Dear Mr. Nicholson:

Enclosed please find the signed agreement for the OPBA bargaining unit. Please forward a copy to Rufus.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Mark Volcheck  
OPBA Attorney

Enclosure

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responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the City and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

**Section 3.3 OPBA Bulletin Board** The OPBA shall be permitted to maintain a bulletin board at the Department Headquarters. OPBA bulletins and material only will be permitted to be posted on this board.

**Section 3.4 Ballot Box** The OPBA shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to the City's review.

**Section 3.5 Bargaining Unit Meetings** The OPBA shall be permitted, upon prior notification to the Chief of Police, to hold meetings for the OPBA members in the Bargaining Unit of for all Bargaining Unit employees, at Police Headquarters or other City buildings, room or facility. Notification under this Article shall be in writing which shall be forwarded to the City Administrator.

The City agrees to make the requested location available for use by the OPBA on the date and at the time specified in the OPBA's notification to the City unless the location has been previously scheduled for other purposes. However, if it is not practicable for the City to provide the requested location to the OPBA, the City will so notify the OPBA and make every effort to provide for an alternate meeting location in another City building, room or facility. The City will further provide the dates and times of availability for the requested locations.

**Section 3.6 OPBA Business** Representatives of the OPBA shall be permitted to transact official OPBA business at departmental work sites at all reasonable times, provided that this shall not interfere with or interrupt normal departmental operations.

**Section 3.7 Intra-Departmental Mail** The OPBA shall be permitted to utilize the intra-departmental mail system for the purpose of providing information pertaining to the OPBA business or Bargaining Unit representation to members. The OPBA agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or Bargaining Unit representation. All mail placed into the mail system by the OPBA shall be the property of the members to whom it is addressed and sealed on the envelope. Such mail shall not be subject to the City's review.

#### **ARTICLE 4**

#### **OPBA REPRESENTATION**

**Section 4.1 Grievance Representatives** The OPBA shall designate one (1) Grievance Representative. The OPBA may also designate a Grievance Chairman who may also serve as a Grievance Representative. A member and his Grievance Representative shall not lose pay or benefits for attendance at scheduled Grievance Hearings, during their duty hours, under the Grievance Procedure with prior approval of the Chief or his designee. Grievance Representatives shall be allowed adequate time, as approved by the Chief or his designee, on duty, with pay to conduct a proper investigation of each grievance. Such approval will not be

unreasonably withheld. If a grievant is prejudiced by the withholding of such approval such that he is denied a reasonable opportunity to appeal his grievance or have it heard, a reasonable extension of time shall be granted so that the grievant may timely appeal his grievance or have it heard. The OPBA shall notify the Chief, in writing of the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

**Section 4.2 Grievance Chairman** The Grievance Chairman shall be an at-large grievance coordinator. The authorized functions of the Grievance Chairman shall include the following:

- A. Attendance at any City-OPBA joint meeting relating to employee relations and/or grievances;
- B. Representing the OPBA in investigating and processing grievances in the Grievance Procedure;
- C. Replacing a Grievance Representative who is absent or unavailable;
- D. General supervision and coordination of grievances in process, and of Grievance Representatives; and
- E. Act as liaison between the Administration and the OPBA on matters concerning grievances.

**Section 4.3 Pay Status** If a meeting or hearing is held pursuant to the grievance procedure, an employee acting as union representative shall not be compensated for the time spent at the meeting or hearing. The grievant shall not receive compensation if the meeting or hearing is held during non-work hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

## **ARTICLE 5 OPBA TRAINING AND DELEGATES**

**Section 5.1 OPBA Training** The City, upon reasonable notice by the OPBA, shall permit Grievance Representatives and the Grievance Chairman to attend annual training sessions not to exceed a cumulative total of thirty-two (32) hours, sponsored by the OPBA related to the administration and conduct of the grievance/arbitration procedure. Said attendance will be granted as leave without pay unless the employee chooses to use vacation or personal leave to attend the OPBA training. In addition, the employee may use compensatory time to attend the OPBA training to the extent and so long as the City has in effect a policy or policies which provides for or allows City employees to accumulate compensatory time.

**Section 5.2 Delegates** Duly elected or selected delegates or alternates to the Annual Conference of the OPBA, who are in the Bargaining Units shall be allowed reasonable time to attend such functions. To the extent any such time is during such delegates' scheduled work hours, they shall be given consideration to a schedule rearrangement, or they shall be allowed to use their vacation time. The same consideration shall be afforded to a member who serves on the OPBA to the extent and so long as the City has in effect a policy or policies which provide for or allows

City employees to accumulate compensatory time.

**ARTICLE 6 MANAGEMENT RIGHTS**

**Section 6.1 General Work Rules** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Police Division of the City of Pataskala. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Division, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

**Section 6.2 Management Rights** The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Police Division goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 6.3 Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force 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 7 NON-DISCRIMINATION**

**Section 7.1 Joint Pledge** The City and the OPBA agree not to discriminate against any member of the Bargaining Union on the basis of his or her membership or non-membership in the OPBA, nor to discriminate, interfere with, restrain or coerce any employee because of OPBA membership or because of or regarding his or her activities as an officer or other representative of the OPBA.

**Section 7.2 OPBA Pledge** The OPBA, within the terms of its Constitution and Bylaws, agrees not to interfere with the desire of any member of the Bargaining Unit to become and remain a member of the OPBA. The OPBA agrees to fairly represent all members of the Bargaining Units subject to the provisions and procedures set forth in Section 4117.11(B)(6) and 4117.12 of the Revised Code.

**Section 7.3 Gender** All references in this Contract to the male gender shall be construed to be equally applicable to females.

## **ARTICLE 8 NO STRIKE-LOCKOUT**

**Section 8.1 No Strike** The Union will not authorize, instigate, aide, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this Section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any Union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

**Section 8.2 No Lockout** During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

## **ARTICLE 9 CONFLICT AND AMENDMENT**

**Section 9.1 Conformity to Law** The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced or covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

**Section 9.2 Revision of Invalid Provisions** The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to negotiate replacement language on the same matter within thirty (30) days.

**Section 9.3 Amendments to Agreement** Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and City through City Council.

## **ARTICLE 10 SENIORITY**

**Section 10.1 Definition of Seniority** As used herein, the term “seniority” shall be defined as the continuous uninterrupted length of service or employment as a full-time employee in a position covered by this Agreement from the date of last appointment to that position. Service as part-time employee or in another non-law enforcement position for the City shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

**Section 10.2 Application of Seniority** “Seniority” shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in Section 10.1 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots.

**Section 10.3 Breaks in Service** The following situations shall not constitute a break in continuous service but employees shall not accrue seniority while in the status of any of the following:

- A. Absence while on approved leave of absence;
- B. Military leave; or,
- C. A layoff of 18 months duration or less.
- D. Periods of disciplinary suspension.

The following conditions constitute a break in continuous service for which seniority is lost.

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than 18 months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration for approved leave of absence;
- F. A resignation or job abandonment;
- G. Absent without leave for more than three (3) working days.

**Section 10.4 Seniority List** The Employer shall annually prepare a list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings, the Union may file a grievance. Such grievance must be filed within fourteen (14) calendar days after the seniority list is posted.

## **ARTICLE 11 WORK RULES**

**Section 11.1 Work Rules** The City agrees that work rules shall be reduced to writing and provided to all covered members in advance of their enforcement. A charge by a member that a work rule, General Order, or the like, is in violation of this Contract, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The City will provide the members and make available to the OPBA copies of any revised or new work rules, General Orders, and like matters in advance of their intended effective dates. The City will, in this regard, maintain all such rules and orders in a central location accessible to the parties upon request.

## **ARTICLE 12 UNIFORMS**

**Section 12.1 Initial Issue** The City shall furnish the basic uniform and equipment (for all new employees required to wear same) according to the schedule in Section 12.3. Articles of clothing and equipment remains the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and equipment.

### **Section 12.2 Allowance**

- A. Bargaining unit members shall be paid a uniform allowance of \$700.00 per calendar year payable as a part of that payroll issued for the first pay period in January.

The annual amount shall be prorated to the nearest month of service for those who retire, leave City service or become bargaining unit members during the year.

The uniform allowance is intended to cover the purchase of those items set forth in the uniform schedule included as a part of this article. In addition, the uniform allowance is intended to cover the purchase of clothing appropriate as a function of job assignment and other law enforcement related items that an officer may from time to time determine appropriate in the execution of his or her duties. The City has established uniform standards and will require replacement of any uniform items considered to be inconsistent with established standards. The Chief or his designee shall have the authority to order when uniform items are to be replaced. Bargaining unit members are responsible for periodic replacement.

The amount of the uniform allowance for 2015 and 2016 shall be subject to the parties' re-opener per Article 17, Section 17.1.

- B. It is understood and agreed that the Auditor for the City will include the amount of the allowance as additional income as a part of the annual tax reporting of those receiving an allowance. It is further understood and agreed that each individual receiving an allowance will be responsible for his/her own record keeping and tax reporting associated with the expenditures made with the allowance provided.
- C. When uniform changes are mandated by the City, the initial change shall be paid for by the City.
- D. The City shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses and wrist watches damaged in the non-negligent performance of their duties. Such reimbursement shall not exceed \$400.00 for corrective glasses and \$150.00 for wrist watches. Such reimbursement shall be made available only after all insurance claims and payments have been pursued. Employees required to wear civilian clothing in the performance of their duty who demonstrate that the clothing was damaged or destroyed in the performance of their duty shall be reimbursed for the reasonable cost of replacing such clothing.
- E. Uniform items damaged in the discharge of law enforcement duties shall not be charged to the employee's maintenance allowance, but shall be replaced by the City.

**Section 12.3**

**Uniform Schedule**

Trousers	3
Shirts, Winter	3
Shirts, Summer	4
Shoes	1
Boots, Winter	1 pr.
Jacket, Multi-seasonal	1
Hat	1
Belt	1
Name Plates	2

Hat Badge	1
Breast Badge	2
Collar Brass	1 set
Whistle w/chain	1 set
Gun Belt	1
Holster	1
Firearm	1
Rain Cover	1
Rain Coat	1
Handcuffs	1 pr.
Handcuff Case	1
Beltkeepers	1 set (4)
Gloves	1 pr.
Key Ring Holder	1
Protective Vest	1
Flashlight Holder	1
Forms Tin	1
Magazine Holder	1

The protective vest purchased by the Employer will be a threat level II vest. The City shall replace the protective vest as recommended by the life suggested by the manufacturer of the protective vest.

### ARTICLE 13 FIELD TRAINING OFFICERS

**Section 13.1** Due to the importance of having qualified field training officers, the City of Pataskala agrees that all officers to be used as a Field Training Officer must be qualified. The City of Pataskala shall see that all officers used as a Field Training Officer have successfully completed such training as may be appropriate prior to being used as a Field Training Officer.

**Section 13.2** Bargaining unit members assigned as a Field Training Officer shall not schedule consecutive days of leave during their period of assignment without the sole permission of the Chief of Police. Field Training Officers shall be chosen at the sole discretion of the Chief. Bargaining unit members assigned as a Field Training Officer shall be compensated \$1.50 per hour in addition to their regular hourly pay rate for each hour they act as an FTO.

### ARTICLE 14 LABOR MANAGEMENT MEETINGS

**Section 14.1 Meetings** The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration. It is not the intent of the parties that labor-management committee meetings be used to bypass the normal chain of command. Included as a legitimate item for discussion in these meetings shall be the concerns and suggestions of the Bargaining Unit regarding conditions of existing equipment and minimum safety standards for any new equipment that the City may purchase. At least five (5) days in advance of a scheduled meeting, the OPBA shall submit to the Chief specific items for the



(7) of the calendar days following the events or circumstances giving rise to the grievance having occurred; grievances brought to the attention of the supervisor beyond the seven (7) calendar day time limit need not be considered. At this step, there is no requirement that the grievance be submitted, or responded to, in writing; however, a Grievance Representative may accompany the grievant to a meeting with the supervisor should the latter request his attendance. The supervisor will respond informally within seven (7) calendar days. If the member is not satisfied with the oral response from the supervisor at this Step, he may pursue the formal steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman or appropriate alternate.

**B. Step One – Supervisor**

1. When a member has a grievance in which his supervisor's oral response in the Preliminary Step is unsatisfactory he may then submit said grievance in writing to that supervisor on the grievance form agreed upon by the parties. Such form must be submitted to the supervisor within five (5) calendar days following the oral response from the Preliminary Step. The supervisor shall date stamp the Form on the date of his receipt of it. Grievances submitted beyond the five (5) day time limit need not be considered.
2. Within five (5) of the calendar days of the receipt of the written grievance, the supervisor shall affix his written response to the Form, date and sign his response, and return one copy of it to the grievant. If the aggrieved member does not refer to the grievance to the Second Step of this Procedure within five (5) calendar days after his receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

**C. Step Two – Chief**

1. Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief. The Chief or his designee shall date the form, accurately showing the date his Office received the form.
2. The Chief or his designee shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or grievance chairman or his designee. The Chief or his designee may bring with him to the meeting the member-grievant and appropriate grievance representatives. The Chief and the employee may bring any appropriate witnesses.

3. Within seven (7) calendar days of the meeting at Step Two, the Chief or his designee shall submit his written response to the grievance.

**D. Step Three– Mayor (or City Administrator)**

1. Should the member-grievant not be satisfied with the answer in Step Two, within seven (7) of his calendar days after his receipt thereof, he may appeal the grievance to this Step by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the office of the City Administrator. The form shall be date stamped upon receipt. A grievance submitted beyond the seven (7) working day time limit shall not be considered.
2. Within fourteen (14) calendar days from his receipt of the Grievance Form, the Mayor or the City Administrator shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. All parties involved in the grievance shall be notified and in attendance at the grievance meeting. The Grievance Chairman shall bring with him to the meeting the member-grievant and appropriate Grievance Representatives.
3. In the meeting called for at this Step, the Mayor, or the City Administrator shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting of this Step, the Mayor, or the City Administrator shall submit to the Grievance Chairman his written response to the grievance. The response shall be affixed to the grievance form.
5. Upon written agreement by the member-grievant and the Mayor or City Administrator, Step Three may be waived. In the event of such waiver, the matter shall proceed to arbitration as set forth in Article 31.

**Section 15.5 Grievance Forms** The City and the OPBA shall develop jointly a Grievance Form. Such Forms will be supplied by the OPBA and made available to all Grievance Representatives.

**Section 15.6 Calendar Day** For the purpose of counting time, “calendar days” as used in this Contract will not include holidays.

If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

**Section 15.7 Resolved Grievances** The Grievance Chairman shall deliver a copy of each resolved written grievance to the Chief within five (5) calendar days of the grievance resolution. Failure to timely deliver a copy of a resolved grievance to the City shall excuse the City from any liability or damages for failure to implement the resolution.

**Section 15.8 Timely Processing of Grievances** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for statement of the grievance and its relevant facts; the particular provision of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

**Section 15.9 Exclusivity** This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure.

## ARTICLE 16

## LAYOFF AND RECALL

**Section 16.1 Layoff Notification** The provisions of Revised Code section 124.321 shall not apply for reasons for layoff by the Employer. The Employer may lay off employees for lack of funds or work or abolishment of positions. The Employer shall notify the Union and affected employees no less than thirty (30) 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 16.2 Layoff** The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by rank/classification. Employees shall be laid off within each rank/classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. With layoff displacement, higher rank shall displace lower rank and more senior members shall displace those with less seniority.

**Section 16.3 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 Department informed of his current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted, until fourteen (14) days have lapsed from the contract, or the employee has been contacted and the employee does not respond.

**Section 16.4 Time Limits for Recall** The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Department 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 Chief. 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 twelve (12) months from the effective date of layoff.

**Section 16.5 Probationary Period** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to complete any such probationary period.

**Section 16.6 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.

## **ARTICLE 17**

## **WAGES**

**Section 1. Wage Rates.** The wage rates for 2015 and 2016; the employee participation amounts for major medical and additional insurance coverage as set forth in Article 30, Health Insurance, Sections 30.2 and 30.3, for 2015 and 2016; the uniform allowance as set forth in Article 12, Uniforms, Section 12.2, for 2015 and 2016; the subject of a longevity payment for bargaining unit employees for 2015 and 2016; and the subject of a shift differential payment for bargaining unit employees for 2015 and 2016 will all be subject to re-opened negotiations. The re-opener shall be commenced by either party filing a notice to negotiate with the State Employment Relations Board. These negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except that Section 4117.14 (G) (11) of the Ohio Revised Code shall not apply and is expressly waived.

The negotiations for the re-opener will commence upon dates to be established by the parties during the fourth calendar quarter of 2014. Those negotiations may include only 2015 wages, employee participation amounts for major medical and additional insurance coverage, uniform allowance, longevity payment, and shift differential payment subject to a negotiated re-opener for 2016 or both 2015 and 2016 wages, employee participation amounts for major medical and additional insurance coverage, uniform allowance, longevity payment, and shift differential payment all as determined through negotiations.

Sergeants shall be paid in accordance with the following wage scale effective the first full pay period in January, 2014:

Probationary Sergeant	23.80
Sergeant (Upon completion of one year)	24.99
Sergeant (Upon completion of three years)	26.24

The parties recognize that the above scale represents minimum wage rates for Sergeants for 2014. Such shall be amended to reflect that the probationary Sergeant rate is ten percent greater than the rate of the highest full-time patrol rate and the middle range Sergeant rate is five percent greater than the probationary Sergeant rate and that the top Sergeant rate is five percent greater than the middle range Sergeant rate if such scale is less than that provided by such formula upon the completion of the full-time patrol negotiations. The rates shall not be decreased.

The parties recognize that the position of Lieutenant is currently not filled. Should the City intend to fill the position, the parties shall meet to negotiate the wage rate for the Lieutenant position.

## **ARTICLE 18 HOURS OF WORK**

**Section 18.1 Workday/Workweek** The regular workday and workweek for members will be determined by the Chief of Police. The regular workweek for members shall be forty (40) hours. The normal work assignments shall be either five (5) consecutive eight (8.0) hour days with two (2) consecutive days off or at the discretion of the Chief, four (4) consecutive ten (10.0) hour days with three (3) consecutive days off. The Chief further reserves the right to develop a schedule of “12” hour shifts as an alternative to “8” or “10” hour shifts.

- A. Scheduling assignments for shift changes or training seminars shall not constitute a violation of the consecutive days off provision of this Section.
- B. Members shall not be required to flex time-off or take other leave to avoid overtime.

**Section 18.2 Work Period** For purposes of wage and hour administration, a regular work period shall consist of eighty (80) hours in fourteen (14) consecutive calendar days. This work period shall also constitute the pay period.

**Section 18.3 Meal Break** Employees will be permitted a paid half-hour (1/2) meal break during their eight (8.0) hour tour of duty if the present workload permits. Employees on a meal break are subject to immediate call to return to duty.

## **ARTICLE 19 OVERTIME**

**Section 19.1 Overtime** All hours actually worked in excess of forty (40) hours in the workweek, (so long as the workweek is forty, (40), hours based upon “8” or “10” hour shifts as opposed to “12” hour shifts), shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate of compensation. Vacation time and approved sick time shall be included in computing hours worked.

**Section 19.2 Computation and Payment** Overtime shall be computed on a work period basis and shall be included in the compensation for the pay period which included the last day of the work period.

**Section 19.3 Call-In Pay/Court Pay** A member directed to work any portion of a tour of duty or appearance in court that is not contiguous with his/her regularly scheduled rate tour of duty shall be compensated for a minimum of two (2) hours of pay at the appropriate rate whether straight time or overtime. Any member on scheduled vacation or other approved leave including scheduled days off who is directed to work or required to appear in court on such day shall receive a minimum of four (4) hours of pay at the appropriate rate whether straight or overtime.

**Section 19.4** The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not effect the orderly and efficient operation of the affected department or division.

## **ARTICLE 20 COMPENSATORY TIME**

**Section 20.1 Compensatory Time** A member who is entitled to overtime payment as authorized in this Contract may elect, at such time as the overtime is earned, to take equivalent compensatory time off, in lieu of cash payment, at a later time. The use of compensatory time off must be scheduled through, and approved by, the Chief or his designee. Members may accumulate a maximum of eighty (80) hours of compensatory time. Upon request for any reason, all accumulated compensatory time shall be paid at the then current rate of compensation.

**Section 20.2 Compensatory Time Off** A member may take compensatory time off at the employees request and the approval of a supervisor. Compensatory time off shall be taken in minimum of one hour increments. Members requesting an entire shift or more on compensatory time off shall obtain the approval of the Chief of Police or his designee. Such request shall normally be at least seven (7) days in advance. No employee may utilize more than eighty (80) hours of compensatory time in any given calendar year.

**Section 20.3 Suspension of Compensatory Time Utilization** At the discretion of the Chief and due to the operational needs of the department, the practice of utilizing compensatory time may be halted during an emergency. Emergency is defined as any man-made or natural disaster or any shortage in manpower when such manpower falls below eighty percent (80%) of the allocated strength of the division.

## **ARTICLE 21 HOLIDAYS**

**Section 21.1 Holidays** The following days are declared to be holidays which will be observed by the members:

First day of January  
Third Monday in January  
Third Monday in February

First Monday in September  
Second Monday in October  
Eleventh day of November

Last Monday in May  
Fourth day of July

Fourth Thursday in November  
Twenty-fifth day of December

**Section 21.2 Holiday Pay** All members shall receive holiday pay for each of the holidays specified in Section 21.1. The rate of pay for each holiday will be equivalent to eight (8) hours straight time pay so long as the workday consists of “8” hour shifts. The rate of pay for holidays will coincide with the established hours of the workday to “10” or “12” hours of straight time pay if the schedule is modified to alternate shift periods.

**Section 21.3 Holiday Work** For each holiday observed on a member’s workday, said member shall work that holiday and receive one and one-half (1-1/2) pay for all hours worked on that holiday in addition to eight (8) hours of holiday pay as set forth in Section 21.2. If a member is not scheduled to work an observed holiday but is directed to do so, the member shall receive compensation as set forth herein. Any employee required to work more than eight (8) hours on the above listed holidays shall receive one and one-half (1-1/2) times their normal rate of pay for overtime hours on the holidays.

**ARTICLE 22 VACATION**

**Section 22.1 Vacation Accrual** Each member, after one full year of completed service with the City, and thereafter, shall be entitled to vacation leave with pay at straight time rate, and such vacation leave shall accrue to the member each pay period worked according to the following schedule and subject to the following accrual limits:

<u>YEARS OF SERVICE</u>	<u>Bi-Weekly ACCRUAL RATE</u>	<u>Paid Vacation HOURS</u>	<u>Accrual LIMIT BALANCE</u>
0 through 5	3.076	80	140
6 through 11	4.615	120	180
12 through 19	6.154	160	200
20 and over	7.693	200	240

**Section 22.2 Scheduling and Approval** All vacation leave must be scheduled through and authorized by the Chief (or designee). Members may take their vacation leave in increments of eight (8) hours, or any amount equal to a normal workday if an alternate to “8” hour shifts is established, provided, however, that a minimum of forty (40) hours must be taken on a consecutive hour basis each year of employment. The 40 hour block assignment of vacation shall be based upon requests submitted during the first week of February of each year. These requests will be considered on the basis of classification seniority with due regard for the anticipated

needs of the department. Approved 40 hour vacation blocks will not be cancelled except for an emergency. For purposes of this section, an emergency includes both those instances where the Chief or Mayor declare a present emergency and those verifiable instances of serious injury or illness to an employee or his family as defined in Section 24.1.

**Section 22.3 Probationary Employees** First year probationary employees shall accrue vacation leave as set forth in Section 21.4 and shall be eligible for forty (40) hours of vacation leave during the second six (6) months of the probationary period. The consecutive hour requirement of Section 22.2 shall not apply to probationary employees.

**Section 22.4 Vacation Pay Upon Separation** A member who concludes employment with the City in good standing shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of retirement. Should a member die while in paid status, any accrued but unused vacation leave shall be paid in lump sum to the member's surviving spouse or otherwise to the estate of the deceased.

**Section 22.5 Annual Conversion** An employee may annually convert up to forty (40) hours of vacation leave to cash on a 1:1 ratio of leave to cash.

Employees exercising such option shall give notice to the City of the amount of hours the employee wishes to convert to payment before the third Monday in November. Those employees shall be paid before the third Monday in December of the same year.



4. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the member can produce verification (such as hospital or medical clinical admissions or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that his absence was for reasons directly related to the treatment of his illness or injury.

B. Any member who is suspected of abusing sick leave shall be confronted with such suspicion by his supervisor and given an opportunity to explain his use of sick leave prior to being required to produce a physician's certification for future absences as set forth above.

**Section 23.6 Minimum Charge to Sick Leave** Absence for a fraction of a day that is chargeable to sick leave in accordance with this provision shall be charged in increments of not less than two (2) hours. Members who, after reporting to work, are then sent home on sick leave shall be charged for actual hours absent.

**Section 23.7 Sick Leave Credit on Return Service** A member who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

**Section 23.8 Pay of Accumulated Sick Leave** All employees at the time of their retirement, in good standing, shall receive payment based on the members' straight-time rate of pay at retirement for one-fourth (1/4) of the member's accrued but unused sick leave, up to a maximum of one-fourth (1/4) of nine hundred sixty (960) hours. No employee shall be entitled to payment in excess of one-fourth (1/4) of the employee's accrued but unused sick leave or in excess of one-fourth (1/4) of nine hundred sixty (960) hours, whichever is less.

## **ARTICLE 24 OTHER LEAVE**

**Section 24.1 Bereavement Leave** In the event of the death of a member's mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current step children, current daughter-in-law, current son-in-law, current stepmother or stepfather, legal guardian or person who serves in loco parentis, the member shall be granted up to three (3) working days with pay to attend the funeral.

In the event of the death of a member's grandparents, grandchildren, current brother-in-law, current sister-in-law or any other relative of the member residing in the member's home, the member shall be excused for one (1) day with pay. The City may request proof of death and of the relationship in question. Any additional relatives covered by City policies and procedures shall be included with this bereavement section. Such additional relatives included shall be within the one (1) day of excused leave as opposed to the three (3) day leave.

If additional time is necessary for bereavement purposes, the member may use up to one (1) day of sick leave for a death occurring in the State, and up to three (3) days of sick leave for a death occurring out of state. Sick leave usage is appropriate for death of individuals listed in this

**Section.** For the death of an immediate family member, the Chief may extend the amount of time an employee may be off to come out of the employee's sick leave bank.

**Section 24.2 Jury Duty Leave** A member, while serving upon a jury in any court of record, will be paid his regular salary for each of his workdays during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury duty fees to the Chief who will then deposit such funds with the City.

**Section 24.3 Injury Leave** A member that is injured on duty shall, in the sole discretion of the Chief, be eligible for injury leave for a period of up to thirty (30) calendar days from the date of injury. This time shall not come from the employee's sick leave bank. The Chief, upon approval of the City Administrator, may extend this injury leave up to ninety (90) calendar days from the date of injury.

## **ARTICLE 25 LEAVES OF ABSENCE/MILITARY LEAVE**

**Section 25.1 Leave of Absence** The Employer, in its sole discretion, may grant a leave of absence without pay to any employee for a maximum duration of three (3) months for any personal reasons of the employee. Such a leave may be renewed or extended beyond three (3) months at the sole discretion of the Chief.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Denial of leaves shall not be appealable to the grievance procedure. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

**Section 25.2 Military Leave** Military leave shall be provided to employees in a manner consistent with federal and state laws governing military leave usage.

## **ARTICLE 26 EDUCATIONAL INCENTIVE COMPENSATION**

**Section 26.01** Any employee who is enrolled in an accredited program leading to an associate's degree may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

- A. Any employee desiring employer participation in an associate's degree Program must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.

- B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to \$1,500 in any twelve-month period.
- C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Chief. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the associates degree program.

**Section 26.02** Upon presentation of sufficient documentation to establish that the employee has completed the first quarter, semester, term or other grading cycle of a degree program in "good standing" as established in this Article, any employee enrolled in and actively pursuing an associate's degree from an accredited institution and who is in good standing in such a program shall be entitled to \$.25/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

**Section 26.03** Any employee who satisfactorily completes an associate degree program and is awarded an associate's degree from an accredited institution, or provides evidence of such degree, shall be entitled to \$.50/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

**Section 26.04** Any employee who is enrolled in an accredited program leading to a bachelor's degree may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

- A. Any employee desiring employer participation in a bachelor's degree program must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.
- B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to \$2,000 in any twelve-month period.
- C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Chief. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the bachelor's degree program.

**Section 26.05** Upon presentation of sufficient documentation to establish that the employee has completed the first quarter, semester, term or other grading cycle of a degree program in "good standing" as established in this Article, any employee enrolled in and actively pursuing an bachelor's degree from an accredited institution and who is in good standing in such a program

shall be entitled to \$.75/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

**Section 26.06** Any employee who satisfactorily completes a bachelor's degree program and is awarded a bachelor's degree from an accredited institution, or provides evidence of such degree, shall be entitled to \$1.00/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

**Section 26.07** Any employee who is enrolled in an accredited program leading to a master's degree or above may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

- A. Any employee desiring employer participation in a master's degree program or above must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.
- B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to \$2,000 in any twelve-month period.
- C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Chief. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the master's degree program.

**Section 26.08** Upon presentation of sufficient documentation to establish that the employee has completed the first quarter, semester, term or other grading cycle of a degree program in "good standing" as established in this Article, any employee enrolled in and actively pursuing a master's degree or above from an accredited institution and who is in good standing in such a program shall be entitled to \$1.25/hr. additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

**Section 26.09** Any employee who satisfactorily completes a master's degree program and is awarded a master's degree from an accredited institution, or provides evidence of such degree, shall be entitled to \$1.50/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

**Section 26.10** Any employee who terminates his employment within one (1) year of receiving any financial assistance provided by this Article, shall refund any such funds received.

**ARTICLE 27                    INVESTIGATION, DISCIPLINE PROCEDURES,  
PERSONNEL RECORDS**

**Section 27.1 Criminal Investigations** A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his constitutional rights in accordance with the law.

Any employee under indictment, arrested for a crime, or otherwise charged with the violation of any criminal statute who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of such charges. An employee may use accrued vacation or holiday time during the leave. An employee who is found guilty by any court of competent jurisdiction or who enters into a plea Agreement as a consequence of any criminal charges shall be summarily discharged, notwithstanding any appeal the employee may pursue. Alternatively, the Employer may take disciplinary action against the employee which action shall be subject to appeal by the employee pursuant to the provisions of this Agreement.

**Section 27.2 Internal Investigations** Bargaining unit members required to respond to questions during internal investigations shall, when applicable, be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. If recordings are made the other party shall be provided a copy.

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Departmental rules or policy committed by other members of the bargaining unit. All employees of the bargaining unit shall be responsible for reporting violations of Department rules and regulations, statutes, and appropriate standards of conduct.

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

**Section 27.3**

**A.     Anonymous Complaints**

1.     An anonymous complaint is any oral reporting or unsigned written reporting regarding the conduct of an officer. An anonymous complaint shall not be, in and of itself, the basis for any action against an employee.
2.     When any anonymous complaint is made against a member and there is no corroborative evidence of any kind, the complaint shall be classified as unfounded

and the accused member shall not be required to submit a written report or submit to questioning. The Department may, however, investigate the complaint and, if corroborated, it may become the accusing party and pursue discipline under the terms of this Agreement.

**B. Written Complaints**

A written complaint is any writing regarding the conduct of an officer which is signed by the complaining party. Written complaints will ordinarily be investigated fully. In such cases the accused member may be required to submit a written report and submit to questioning. However, when any citizen complaint is filed more than the sixty (60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused member shall not be required to submit a written report or submit to questioning; but, he shall be notified orally or in writing of such claim.

**Section 27.4 Corrective Action** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or on or off duty in instances where the employee's conduct violates his oath of office or violates the rules and regulations of the Employer or engages in conduct unbecoming a police officer. Forms of disciplinary action include:

- A. Documented oral reprimand
- B. Written reprimand
- C. Suspension without pay or loss of holidays or vacation. The Chief has the authority to implement a suspension without pay as a disciplinary action. Should the Chief, in his sole discretion, determine to allow an officer to substitute an equal number of vacation days or holiday days for a suspension, the choice of such substitution shall be made by the officer. The Chief will not unilaterally substitute vacation or holiday periods for suspension periods.
- D. Reduction in rank or classification
- E. Discharge

**Section 27.5 Progressive Action** The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include a documented oral reprimand, written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

**Section 27.6 Predisciplinary Meetings** Upon completion of an investigation and prior to a predisciplinary meeting with the Chief or his designee, a member will receive a written statement of charges. At the predisciplinary meeting, the charged bargaining unit member or his representative will be allowed to present his defense/response.

Predisciplinary meetings will be conducted by the Chief or his representative selected by the Employer. The employee may choose to:

- A. Appear at the meeting to present oral or written statements in his/her defense;
- B. Or appear at the meeting and have one (1) chosen representative present oral or written statements in defense of the employee; or
- C. Elect in writing to waive the opportunity to have a predisciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to predisciplinary meetings.

At the predisciplinary meeting, the Employer representative will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the meeting, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than forty-eight (48) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

A written report will be prepared by the Employer representative. A copy of the representative's report will be provided to the employee, and the Union representative within five (5) days following its preparation. The Employer will decide what discipline, if any, is appropriate.

**Section 27.7 Discipline Records** In any case in which an oral reprimand, written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with Ohio law. Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The City shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and O.R.C. Section 149.43.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, he shall remove the faulty document from the personnel file or otherwise append to such document any statements or materials which would serve to correct or modify such document. If he does not concur with the contentions of the member, he will attach the member's written memorandum to the document in the file.

**Section 27.8 Appeal of Discipline** Oral and written reprimands may only be appealed through Step 3 of the grievance procedure. All other disciplinary actions may be appealed to arbitration. All discipline is governed by Article 26.

**Section 27.9 Seniority** Any suspension imposed shall be deducted from the employee's seniority date.

**Section 27.10 Conduct of Investigation** Any investigations, interviews, or other disciplinary procedures shall be conducted in a professional and private manner by all parties. Discussions or any public statements regarding completed disciplinary matters shall be conducted professionally. For purposes of this Agreement, “completed disciplinary matters” occurs upon completion of investigation and pre-disciplinary procedures.

**Section 27.11** Prior discipline may be utilized to establish that an employee had knowledge of the standard of conduct expected. Record of prior discipline shall be maintained as follows:

- (A) 1 year for documented oral reprimand
- (B) 2 years for written reprimands
- (C) 3 years for suspensions

Records will be removed from an employee's file upon a lapse of the retention schedule. Any record outside of the period covered by the retention schedule shall not be utilized in subsequent disciplinary considerations or promotions.

**Section 27.12 Use of Polygraphs** An employee may, upon not less than twenty-four (24) hour advance notification, be required to submit to a polygraph and/or CVSA examination as a part of an investigation conducted by the Employer. A polygraph and/or CVSA examination will be ordered when appropriate to a particular investigation as determined by the Chief based upon his conclusion that such an examination is justified. When utilized a polygraph and/or CVSA examination will be limited in scope to the purpose of the investigation which prompted the determination that its use was appropriate. The failure or refusal to submit to a polygraph and/or CVSA examination may be considered grounds for disciplinary action.

**Section 27.13 Union Representation** The employee shall have, at his request, the presence of a Union representative, including stewards or officers of the local Union, any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation.

## **ARTICLE 28 PROBATIONARY PERIOD**

**Section 28.1 Requirement to Serve Probationary Period** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed regardless of prior service with the Department.

**Section 28.2 Length of Probationary Period** The probationary period shall begin on the first day as a fulltime lieutenant and/or sergeant for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days shall have his probation period extended by the length of the illness or injury. The probationary period may be extended for an additional six (6) calendar months. In this even, the Chief shall provide thirty (30) calendar days notice of his intent to extend. A probationary employee will be notified in writing of the employee's status at the completion of the employee's probationary period.

**Section 28.3 Appeals by Probationary Period Employees** A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum. In all non-disciplinary matters the probationary employee is entitled to Union representation including the grievance procedure.

**Section 28.4 Promotional Probationary Period** Any member promoted into a higher rank shall be required to successfully complete a promotional probationary period of one (1) calendar year. A member serving a promotional probationary period whose performance is judged unsatisfactory may be returned to his former rank. A return to former rank during the first six (6) months of a promotional probationary period is not appealable so long as the newly promoted officer has had the opportunity to complete an agreed upon first line supervisory school. A return to former rank in the absence of such opportunity is appealable. By written agreement the City and any newly promoted officer may waive the completion of first line supervisory school in which event a return to former rank during the first six (6) months of the probation is appealable. The one (1) year promotional probationary period may not be extended. Appeals under this section shall be governed by Article 14, Grievance Procedure. The employee will be notified in writing of the employee's status at the completion of the employee's probationary period.

## **ARTICLE 29**

## **MEDICAL EXAMINATIONS**

**Section 29.1 Examinations - General** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Chief or the designee. Examinations may be either periodic or as the Employer may require. If found not qualified, the employee may request available sick leave or vacation or medical leave without pay with the right to return.

**Section 29.2 Health and Safety** Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of his position.

**Section 29.3 Inability To Perform** If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

**Section 29.4 Return** Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classifications. The Employer may request an examination prior to return to work.

**Section 29.5 Cost of Examinations** Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material

and substantial duties of his position. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be shared equally by the employee and the Employer.

**Section 29.6 Requirements** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

### **ARTICLE 30 HEALTH INSURANCE**

**Section 30.1 Major Medical Insurance** The Employer shall offer group major medical insurance coverage for each employee in the classified services of the City. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the City, Union, or employees, cease coverage. Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs. Furthermore, modifications to co-payments and/or deductibles under the City shall not be deemed a modification of coverage.

**Section 30.2 Premiums** Employees in the classified service will be required to contribute through payroll deduction to the premium for the major medical health plan in the amount established in the City plan. It is understood that employees will be required to contribute a maximum of 10% of the monthly premium amounts for single coverage, employee and child coverage or family coverage.

Employees shall be notified in advance of any modifications in premium contributions. The City will notify the Union of any proposed changes in employee premium contributions and agrees to meet with the Union to discuss such changes in advance of such changes becoming affective.

The employee participation amounts for 2015 and 2016 shall be subject to the parties' re-opener per Article 17, Section 17.1.

**Section 30.3 Additional Insurance Coverage** Employees of the City shall be provided with the opportunity to obtain insurance coverage for dental, vision and life policies under such terms and conditions as are afforded to all employees within the City. An employee's participation in such plans is optional. All employees will who participate in such plans will be required to contribute through payroll deduction to the premium for the plans as determined by

the City. The contribution rate for 2014 shall be 10% of the premium costs for the plans.

The employee participation amounts for 2015 and 2016 shall be subject to the parties' re-opener per Article 17, Section 17.1.

**Section 30.4 Eligibility** Employees in the classified service shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees who have a spouse employed by the City, whether with the Employer or another office in the City, who is eligible for and/or who has coverage under the City plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the City plan. The coverage will be designated for one employee of the City under the City health plan.

#### **ARTICLE 31 WAIVER IN CASE OF EMERGENCY**

**Section 31.1 Waiver of Grievance and Job Assignments** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City of Pataskala Mayor or the Federal or State Legislature, such as acts of God or civil disorder, Articles 11, 14, 15, 18, 30, and 31 of this Contract may be temporarily suspended by the City in addition to individual sections or articles identified within the text of such sections as well as any restrictions prohibiting the City from assigning job duties to members outside of their classifications.

**Section 31.2 Termination of Emergency** Upon the termination of the emergency any suspended articles or sections shall be restored to full effect.

#### **ARTICLE 32 SAFE EQUIPMENT**

**Section 32.1 Safe Equipment** The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

#### **ARTICLE 33 APPLICATION OF CIVIL SERVICE LAW**

**Section 33.1 Application of Civil Service Law** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124, Sections 124.01 through 124.56, provisions of R.C. §325.19 and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review and the Personnel Board of Review of The City of Pataskala shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

#### **ARTICLE 34 EXTRA DUTY**

**Section 34.1** Whether a request for law enforcement services is a matter of "extra duty" or otherwise, is to be determined solely by the Chief in his discretion. All extra duty assignments shall be approved by the Chief of Police, and shall be posted and filled by a roster of all fulltime officers who voluntarily want to be placed on the roster. The roster shall start with the most senior officer and end with the officer who has the least tenure with the City of Pataskala. The Police Administration shall use this list in offering all extra duty assignments in an effort to provide extra assignments as equally as possible among the officers wishing to be placed on this roster.

**Section 34.2** Officers are moved from the top of the list to the bottom of the list if they accept an extra duty assignment or they turn down an assignment that they would be available to work. An officer is unavailable to work an extra duty assignment because of regular work assignment, court appearances, or other matters directly related to his or her normal duties. The officer would remain at the top of the list and have first chance at the next extra duty assignment under such conditions.

In no event shall an officer remain on the list during any period of disciplinary suspension. An officer who has been suspended shall be removed from the list and upon return to work shall be placed at the bottom of the list.

Any officer who accepts an extra duty assignment but fails to satisfactorily complete that assignment shall be removed from the list for a period of sixty days from the date of the assignment and shall be placed at the bottom of the list upon reaching eligibility for relisting.

## **ARTICLE 35            ARBITRATION**

**Section 35.1** If the member-grievant is not satisfied with the answer in Step Four, within fourteen (14) calendar days after receipt of the Step Four response, (or fourteen (14) calendar days after the Step Four meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

**Section 35.2** Within fourteen (14) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the OPBA, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Services (hereafter, "FMCS") shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties

may mutually agree upon an arbitrator without requesting a list from the FMCS.

**Section 35.3** Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the FMCS, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

**Section 35.4** The fees of the arbitrator shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter. If both parties desire a transcript, the costs of such transcript shall be split equally by the parties. Any other costs, such as rental for facilities, shall be paid as agreed by the parties on a case by case basis. The grievant, the Union representative, and employee witnesses called by either party who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the City, the Police Division and the safety of the citizenry of the City are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement. 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.

No decision by an arbitrator shall infringe upon the obligation of the City as expressed or intended by the provisions of Ohio law.

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 change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the date of the filing of a grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the American Arbitration Association. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

## **ARTICLE 36            NEGOTIATIONS**

**Section 36.1** **Negotiations Committees** The OPBA and the City have the right to select their

own Negotiations Committee and to change Committee members at will. The OPBA team will consist of no more than four (4) participants of which two (2) will be Bargaining Unit members, and two (2) OPBA representatives. The City shall compensate Bargaining Unit team members if on duty at their straight time hourly rate.

**Section 36.2 Good Faith Bargaining** The parties are obligated to bargain collectively with one another in a good faith effort to reach agreement.

**Section 36.3 Information** The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals and counterproposals and to negotiate in good faith. All requests for data shall be in writing.

**Section 36.4 Private Meetings** The parties agree to negotiate in private meetings. Meetings will be held on the premises of the City. Sessions will commence at a mutually agreeable time. Sessions will normally be for three (3) hours maximum duration. Nothing herein shall prohibit the parties from mutually consenting to extend the sessions. The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

**Section 36.5 Chief Negotiator** There shall be only one (1) spokesperson (the chief negotiator) for each party, except that he or she may on occasion request one of his or her team members to address a specific issue or issues.

**Section 36.6 Meeting Notes** Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained. No mechanical recording devices shall be used during negotiations meetings.

**Section 36.7 Proposals** At the initial negotiations meeting, the City and the OPBA will present their initial non-economical proposals. After the non-economic issues are resolved or they have reached a point where they should be carried over into economic negotiations, the City and the OPBA will present their respective economic proposals. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposals to the other party prior to the initial meeting.

**Section 35.8 Caucus/Adjournment** Either party, through the Chief Negotiator, has the right to call a caucus at any time or to adjourn the negotiations session.

**Section 36.9 News Media/Public** It is agreed that during negotiations neither party will issue a statement to the news media. If, in the normal conduct of negotiations, such press release should become appropriate upon any scheduled fact-finding, the content must be mutually acceptable.

**Section 36.10 Tentative Agreement**

- A. Articles, or where appropriate, sections of articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the parties as tentative agreements.
- B. It is understood that such tentative agreements are not finally resolved, nor shall

they be binding on either party, until such time as agreement is reached on the entire Contract. Agreement by the City requires ratification by City Council.

**Section 36.11 Ratification Procedures** The Negotiating Committee shall submit to City Council a request for approval of funds necessary to implement the agreement reached by the Negotiation Committees and for approval of any other matter requiring the approval of City Council at the first regularly scheduled Council Meeting immediately following the date upon which the parties finalize an agreement. The City Council must approve or reject the submission as a whole, and the submission shall be deemed approved if the Council fails to act within thirty (30) days after the City submits the Contract. When so approved by Council and bargaining unit members, the Contract is binding upon the City, City Council, the OPBA and the members of the bargaining units.

## **ARTICLE 37 DISPUTE RESOLUTION**

**Section 37.1 Dispute Resolution** The parties agree that the negotiations for a successor agreement will be conducted in accordance with the dispute settlement procedure set forth in the Ohio Revised Code Chapter 4117, unless the parties mutually agree to vary said procedure during negotiations for a successor agreement.

**Section 37.2 Continuation of Current Agreement** The parties agree that this Agreement continue in full force and effect for a period after the expiration date of this Agreement, until a successor agreement has either been reached or implemented.

## **ARTICLE 38 RESIDENCY**

**Section 38.1** Due to the nature of law enforcement, the provision of safety services and the expectations of the community served, certain reasonable limitations on the proximity of an officer's choice of residence to the central police station are necessary. Without unduly interfering with an officer's choice, all employees of the department are expected to reside within a thirty (30) mile radius of the central station provided, in addition, that within that radius an officer is able, under normal conditions and within posted speed limitations, arrive at the central station within thirty (30) minutes of departure from his or her residence.

All new employees of the department shall, within ninety (90) days of the conclusion of any probationary period, reside within the mileage and time radius set forth herein. For good cause shown an extension of an additional six (6) months may be provided upon written request that sets forth the specific reasons for the request.

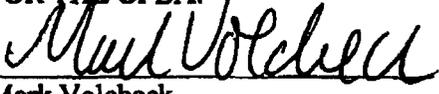
Any current employee who changes residence shall reside within the mileage and time radius set forth herein.

It is understood by the City and the Union that the mileage and time radius set forth herein contemplates normal driving conditions within posted speed limitations as those terms are generally understood. There are a number of events possible that may preclude a fair application



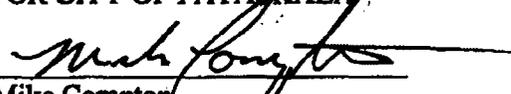
2014 - 2016 Agreement Between City of Pataskala and OPBA - Sergeants and Lieutenants

FOR THE OPBA:

  
Mark Volcheck  
OPBA Attorney

  
Andy Waugh, Sergeant

FOR CITY OF PATASKALA:

  
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James M. Nicholson  
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Legal Counsel on behalf of  
City of Pataskala