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AGREEMENT
BETWEEN THE
CITY OF GIRARD, OHIO
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(OPBA) CAPTAINS AND SERGEANTS UNIT

Case #2013-MED-09-1104

Effective January 1, 2014 through December 31, 2016

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is hereby entered into by and between the City of Girard, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

Section 2. Purpose. In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the City of Girard; 4) to avoid interruption or interference with the efficient operation of the Employer's business; 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and 6) to avoid interruptions and interferences with services to the community in that the parties mutually recognize that the services provided are critical to the health, safety and welfare of the citizens of the City of Girard, Ohio.

ARTICLE 1 RECOGNITION

Section 1. The Employer agrees to recognize the OPBA as the exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time Sergeants, Captains, and other ranking officers as certified by SERB on the Girard Police Department.

Section 2. The Employer will furnish the OPBA with a list of all employee classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 3. Exclusions. Notwithstanding the provisions of this article, all management, confidential, professional, supervisory, part-time, temporary, intermittent, seasonal, and employees in the unclassified service shall not be considered to be part of the bargaining unit.

ARTICLE 2 DUES DEDUCTIONS/FAIR SHARE FEES

Section 1. Dues Deductions. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA, and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The OPBA shall certify to the Employer the amounts due and owing from the employees involved, and the deductions shall be made from the first pay period of each month. In the event that an employee has insufficient wages for such deductions, such amounts shall be deducted from the next or subsequent pay where the amount of wages is sufficient.

Section 2. Deduction Payment. A check in the amount of the total authorized dues deduction and/or fair share fees withheld shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 3. Fair Share Fees. All members of the bargaining unit as identified in this Agreement shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a fair share fee to the OPBA as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09. The Employer shall deduct fair share fees in the same manner as dues are deducted as specified in this article sixty (60) days following the beginning of employment.

The Union warrants to the Employer that it has a fair share fee notice and rebate procedure and that its procedure complies with state and federal law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

Section 4. Indemnification. The parties agree that the Employer assumes no obligation, financially or otherwise, arising out of the provisions of this article regarding the deduction of OPBA dues, assessments, or fair share fees. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA. Any errors in the deduction of dues or fair share fees shall be corrected by deducting the monies owed from the employee(s).

ARTICLE 3 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code Sections 124.01 through 124.56, Local Ordinances of the City of Girard, nor any local Rules and Regulations of the Civil Service Commission of the City of Girard, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement. Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, the following contract articles and/or sections specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article	Statute/Regulation Preempted (All Statutory References are Intended to Include the Related OAC/MCSC Rules and Regulations)
Article 9, Discipline	ORC 124.34; ORC 733.35; ORC 737.12
Article 10, Grievance Procedure	ORC 124.34
Article 11, Arbitration Procedure	ORC 124.34

Article 17, Probationary Periods	ORC 124.27; ORC 124.34; ORC 733.35; ORC 737.12;
Article 18, Reduction in Force & Recall	ORC 124.321-124.328; ORC 124.37; ORC 737.371
Article 21, Seniority	ORC 9.44; ORC 124.321-124.328; ORC 124.37; ORC 742.371
Article 24, Overtime/Call-in/Court Pay	ORC 737.07
Article 30, Holidays	ORC 325.19
Article 31, Vacation	ORC 9.44; ORC 325.19; ORC 737.07
Article 32, Sick Leave	ORC 124.38; ORC 124.39
Article 33, Military Leave	ORC 5923.05

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The Employer retains the right and the authority to administer the business of the City. In addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate, or hire employees.
- C. To maintain and improve the efficiency and effectiveness of governmental operations.
- D. To determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the workforce.
- G. To determine the overall mission of the employer as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5
WORK RULES

Section 1. The Union recognizes that the City has the right to promulgate, implement, and enforce new and revised reasonable work rules, regulations, policies, and procedures, which regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing reasonable rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are unreasonable or in violation of any expressed terms or provisions of this Agreement. This article shall not be interpreted in any manner so as to relieve an employee of his responsibility to follow normal and customary rules of good and safe conduct and performance regardless of whether there exists written rules, regulations, policies, procedures, etc.

ARTICLE 6
PAST PRACTICES

Section 1. To the extent that certain working conditions of the bargaining unit have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known, or should have been known, to the Chief, the Employer, and the Local, but are not addressed in this Agreement, the parties agree that any change in those conditions would require that the parties negotiate over the effects of such changes.

ARTICLE 7
OBLIGATION TO NEGOTIATE/MID-TERM BARGAINING

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

Section 3. Mid-Term Bargaining. If the City is contemplating any changes that would effect the wages, hours, and/or conditions of employment and such action is not otherwise provided for in this contract, then the City, prior to making such change, shall inform the Union of said proposed change, file a notice to negotiate with SERB, and negotiate over the issue(s) and/or effects of such

action. In the event that the parties are unable to reach agreement, either party may request fact finding and/or conciliation under the statute.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 1. The Employer has and will retain all available rights under the law for dealing with any unlawful work stoppages, slowdowns, walkouts, or other unlawful interference with the operations of the Employer, including but not limited to, the right to discipline and discharge employees for engaging in such activity.

Section 2. No Strike. It is the desire of the Employer and OPBA to avoid work stoppages and strikes. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this article.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

Section 4. No Lockout. The Employer shall not lockout any employees for the duration of this Agreement.

ARTICLE 9 DISCIPLINE

Section 1. It is understood that the Safety Director has the right to discharge, suspend or discipline any employee for just cause. The following is intended to establish the procedure to discipline.

Section 2. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), suspended, demoted, discharged, or removed except for the grounds stated in Section 3 of this article. The Employer may take disciplinary action against any employee in the bargaining unit, but only for just cause. Forms of disciplinary action may include:

- a. Letter of Instruction and Cautioning;
- b. Written warning;
- c. Suspension without pay;
- d. Suspension of Record (i.e., working suspension);
- e. Demotion; or,

f. Discharge from employment.

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

Section 3. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 4. Notices of disciplinary action shall state the type and amount of discipline imposed and the reasons for the disciplinary action taken. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 5. Whenever the Employer determines that a non-probationary employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within five (5) calendar days, between management and the employee.

The employee may be accompanied by a Union representative during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 6. Notice. Where an incident occurs for which discipline is being contemplated and a criminal investigation is not required, the Employer agrees to notify the employee that discipline is being contemplated within seven (7) calendar days of having knowledge of the incident.

Section 7. Appealable disciplinary actions (i.e., involving a loss of pay or reduction in rank) must be filed at Step 2 of the grievance procedure within five (5) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay, excluding working suspensions, may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 8. Any employee under indictment or arrested for a felony may be placed on leave of absence with pay until resolution of the court proceedings or administrative action is taken. An employee found guilty by a trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 9. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	six (6) months
Written Reprimands	six (6) months
Suspensions, Fines, and Reductions	twenty-four (24) months

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure, and that the parties shall cooperate with each other in the settlement of all grievances.

Section 2. For the purpose of this procedure, the below listed terms are defined as follows:

- A. Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant – The “grievant” shall be defined as any employee or group of employees within the bargaining unit or the OPBA.
- C. Party in Interest – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days – A “day” as used in this procedure shall mean calendar days. If the deadline for acting on a grievance falls on a non-business day, it shall be extended to the next business day.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. All grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. All decisions shall be rendered in writing at each step for the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- E. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to respond at Step 1, the grievance shall automatically advance to the next step of the procedure, when the Union notifies the Safety/Service Director of the non-response at Step 1. The time period for response at Step 2 shall begin when the Safety/Service Director is notified of the Step 1 non-response. If the Employer fails to reply within the specified time limit at Step 2, the grievance shall automatically be sustained in favor of the grievant provided that the remedy is commensurate with the alleged contractual violation or does not involve the exercise of basic management rights. The time limits specified for either party may be extended only by written mutual agreement.
- G. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. Procedure. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1. An employee who believes he may have a grievance shall present the grievance in writing to the Chief of Police within fourteen (14) calendar days of the occurrence of the facts giving rise to the grievance.

Step 2. If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Safety/Service Director within twenty-one (21) calendar days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Safety/Service Director shall schedule a meeting within seven (7) days of the receipt of the appeal. The meeting will be held with the grievant, his OPBA representative, and any other parties the Employer deems necessary to provide the required information for the rendering of a proper decision. The Safety/Service Director shall issue a written decision to the employee and his OPBA representative within seven (7) days from the date of the hearing. If the Union is not satisfied with the decision at Step 2, it may proceed to arbitration pursuant to the arbitration procedure contained in Article 11.

ARTICLE 11 **ARBITRATION PROCEDURE**

Section 1. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Within this fifteen (15) day period, the parties will confer in an attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of fifteen (15) Ohio based arbitrators who are national academy certified. Upon receipt of this list, the parties will, within fourteen (14) calendar days, strike any names to which they object, number the remaining names in order of preference, and return the list to AAA for selection. Each party shall have the ability to reject one (1) list in its entirety. In this event the Union shall, within twenty-one (21) calendar days of the notice of the rejection, request an alternate list from AAA.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or that violates any of the terms and conditions of this Agreement. The arbitrator shall have no power to grant any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall have no power to render an award contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rule or regulation presently or in the future established by the City so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. Should, however, the arbitrator render a split decision, the costs and expenses of the arbitrator shall be split equally between both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for

all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12 **EMPLOYEE RIGHTS**

Section 1. Union Representation. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 2. Notice of Rights. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. Garrity Warning. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis for a charge.

Section 4. Interview/Interrogation Conduct. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, the employee may record such interrogation if he has a recording device available so as not to delay the investigation. The Employer may have a transcript of such recording at the Employer's expense.

Section 5. Nature of Investigation. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. Notice of Charges. With respect to investigations that may result in discipline, a formal charge of misconduct shall be prepared in writing stating the factual basis for and the underlying charges which are being considered. Prior to the predisciplinary conference, the formal written notice will be prepared and delivered to the employee and the Union.

Section 7. Polygraphs. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 8. Complaints. All complaints, both verbal and written, will be investigated. If the investigation substantiates the complaint, the matter will be reduced to writing and signed by

either the complainant or the investigating officer and provided to the bargaining unit member. Where the matter is reduced to writing by an investigating officer, the findings shall identify the original source of the complaint, if known.

ARTICLE 13 **ASSOCIATION REPRESENTATION**

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. Representative(s) will not suffer a loss in pay for time spent processing grievances, and at any meetings at which the Employer requests a representative to be present.

Section 2. Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

Section 3. Director(s) of the OPBA shall be allowed three (3) hours per month off, with pay, for the purposes of attending OPBA Director meetings.

ARTICLE 14 **NON-DISCRIMINATION**

Section 1. The Employer and the OPBA recognize their rights and responsibilities under federal and state civil rights laws. The parties agree that the provisions of this agreement will be applied without regard to race, color, religion, national origin, veteran's status, military status, genetic information, creed, political affiliation, sex, age, or disability.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Section 3. The Union recognizes that the City must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and this Agreement. In the event such a circumstance arises, the City shall notify the Union and provide for an opportunity to meet and discuss the conflict. The Union has the right to grieve the accommodation made by the City if unduly preferential.

ARTICLE 15 **GENDER AND PLURAL**

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the

use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 16 PERSONNEL FILES

Section 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer. Insomuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file at any reasonable time upon request. If the member has a dispute regarding the accuracy of the materials in his personnel file, he may make a written request that an OPBA representative be granted access to the file. The Employer agrees to schedule a mutually agreeable time for the Union representative to be granted access to the personnel file once the request has been made

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed into a member's personnel file. Bargaining unit employees will be provided with a copy of existing items in their personnel file upon request. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Chief or his designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding, the administration or any other employee. The Chief or his designee shall arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 17 PROBATIONARY PERIODS

Section 1. Every newly promoted full-time employee of the bargaining unit will be required to successfully complete a probationary period. The promotional probationary period shall begin on the first day for which the employee received compensation from the City as a full-time police captain and shall be for a period of one hundred and eighty (180) calendar days, excluding any time spent on an unpaid leave of absence. Promotional probationary employees may be removed at any time during the probationary period and returned to their previous rank with no right of appeal.

ARTICLE 18 REDUCTION IN FORCE AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local

rules and regulations of the City of Girard Municipal Civil Service Commission governing work force reductions.

Section 2. Procedure. Whenever the Employer determines that a layoff or job abolishment is necessary, a reduction in force shall occur. The Employer shall notify the affected employee(s) at least seven (7) calendar days in advance of the date of layoff or job abolishment.

The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by classification seniority within the affected classification. The employee with the least amount of classification seniority within the affected classification shall be laid off first. Within the affected classification, the Employer agrees to first reduce all temporary, seasonal, and part-time employees prior to initiating a reduction of regular full-time employees. Classification seniority is calculated in accordance with Article 21, Seniority

Section 3. Displacement Rights. Employees who are placed on layoff may apply their total seniority to displace an employee with less total seniority residing in a lower classification within the same classification series (e.g., police officer, police captain, etc.). The employee shall receive the applicable rate of pay for that classification. Employees shall notify the Employer in writing within five (5) calendar days of the notice of layoff of their intent to displace another employee. Total seniority is calculated in accordance with Article 21, Seniority.

Section 4. Recall List. Laid off employees shall remain on a layoff list for two (2) years. Prior to hiring any new personnel in a classification from which bargaining unit members are laid off, the City shall recall laid off employees from the recall list. Recall shall be done in the reverse order in which the member(s) were laid off. The Employer may recall, at its option, any employee who has been laid of in excess of two (2) years.

Employees shall be given seven (7) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 19 **HEALTH AND SAFETY**

Section 1. The City agrees to furnish and maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee.

Employees are responsible for immediately reporting any unsafe condition or practice and for caring for all tools and equipment furnished by the City.

Section 2. Should the OPBA allege what it, in good faith, perceives as a failure of the City to comply with the above, allegations shall be presented for consideration, by the Labor-Management Committee.

Section 3. The Labor-Management Committee shall appoint two (2) of its members, one (1) an OPBA member, as Safety Committee. Any unsafe conditions not remedied within a reasonable amount of time, shall be reported to the Safety Committee in writing.

Section 4. Within thirty (30) days after the signing of this Agreement, the Labor Management Committee shall be appointed and meet to consider development and implementation of policies by which the maintenance, use and security of the Employees tools, facilities, vehicles, supplies and equipment shall be governed. Such proposed policies shall be implemented immediately upon recommendation by the Labor Management Committee.

ARTICLE 20 **LABOR-MANAGEMENT RELATIONS**

Section 1. The City agrees to make a good faith effort to keep the members of the OPBA informed of all matters having an effect upon the employment relations and/or conditions of the employees in the bargaining unit.

Section 2. To facilitate better communication and understanding between the OPBA and the City, and for discussion of rules and regulations and/or other interdepartmental problems which may arise, a Labor Management Committee is hereby established.

1. The Committee will consist of no more than three (3) representatives of the OPBA and three (3) of the City.
2. The Committee will meet on a monthly basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
3. Meetings will be held at times and places mutually agreeable to the parties.
4. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
5. The Director of the OPBA will notify the Chief of Police as to the OPBA representatives.

ARTICLE 21 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total Seniority is defined as the total amount of uninterrupted, continuous, full-time service with the City of Girard Police Department. An employee moving from part-time to full-time status in a bargaining unit classification will receive seniority credit prorated for the amount of time spent in part-time status within a bargaining unit classification (e.g., a full-time employee with one thousand forty (1,040) hours of part-time service will be credited with one-half year seniority credit.).

- B. Classification Seniority. Classification seniority is defined as the length of uninterrupted, continuous, full-time service within a bargaining unit classification (i.e., police captain, etc.) calculated from the most recent date of entry into the unit.

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

- A. Voluntary resignation;
- B. Termination of employment for just cause;
- C. Failure to report for work without prior notice to the Employer for a minimum of three (3) consecutive workdays;
- D. Layoff in excess of twenty-four (24) months;
- E. Failure to return from an approved leave of absence. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave; and
- F. Voluntary promotion from a bargaining unit classification for more than one (1) year.

ARTICLE 22
JOB ASSIGNMENTS

Section 1. Assignments in classification shall be awarded on the basis of the employee's length of service in the affected classification (i.e., classification seniority). Classification seniority is calculated in accordance with Article 21, Seniority.

ARTICLE 23
SCHEDULING

Section 1. Scheduling/Shift Bidding. The City and the Union agree that the City shall establish and post the available shifts for bid by bargaining unit members. Every six (6) months employee will bid by seniority within each classification (i.e., classification seniority) for a permanent schedule of hours worked and days off.

Section 2. Operational Need Adjustments. Notwithstanding the bidding procedure, the schedule shall be subject to the approval of the Chief of Police which shall not be withheld unreasonably. In the event that the Chief of Police determines that operational needs so require, he may adjust the schedule after the initial bid. Different methods of scheduling may be implemented at any time upon agreement of the union and management.

ARTICLE 24
OVERTIME/CALL IN/COURT PAY

Section 1. FLSA Overtime Definition. The parties acknowledge that the Employer has established an FLSA 207(k) alternative schedule for overtime. Overtime for sworn police officers shall be defined as any time worked in excess of twenty (20), eight (8) hour shifts, one hundred sixty (160) hours, during a regular twenty-eight (28) day work cycle.

FLSA overtime shall be paid in accordance with the FLSA. Contractual overtime shall be paid in accordance with the contract.

Section 2. Overtime Equalization. When the Employer determines that an overtime opportunity is available, it shall be offered, on a rotating basis, first to the full-time members of the bargaining unit. In the event that no full-time members of the bargaining unit will work the overtime, then it may be filled by a member of another classification in accordance with Side Letter #2, Call-Out Procedure.

Section 3. Contractual Overtime Compensation. Each bargaining unit member shall receive for each overtime hour worked an amount equal to one and one-half (1 1/2) times their prevailing normal hourly rate of pay. Contractual overtime is paid to bargaining unit members for all hours worked in excess of forty (40) hours in a workweek or eight (8) hours in a workday.

Section 4. Out of Classification. When a member of the bargaining unit is specifically assigned to work out of his classification said employee shall be paid at the hourly rate of the specific employee whose classification he temporarily fills, or at his own rate of pay, whichever is greater. Such hourly wage shall also include the appropriate shift differential payment.

Section 5. Compensatory Time. Each member shall select overtime payment or compensatory time for all overtime worked. Compensatory time shall be accumulated to a maximum of two hundred forty (240) hours and any overtime earned beyond the two hundred forty (240) hours shall be paid overtime. All existing accumulated time shall be granted subject to the reasonable rules of the department; provided, however, no further such compensatory time shall be accumulated. The parties agree that thirty (30) days constitutes a "reasonable time period" for granting of a request for compensatory time under the Fair Labor Standards Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law.

Section 6. Call-in Time. A bargaining unit member in an off-duty status who is ordered to report to work and so reports, shall be paid a minimum of four (4) hours or actual time worked, whichever is greater, at the contractual overtime rate as defined in this Agreement.

Section 7. Court Time. Members in an off-duty status who must appear in court in reference to their official duties shall receive a minimum of four (4) hours or actual time worked, at the contractual overtime rate, whichever is greater.

ARTICLE 25
COMPENSATION

Section 1. Rates of Pay. For the duration of this Agreement sergeants will receive compensation based upon time in rank (i.e., classification seniority). A rank differential of eight percent (8%) shall be maintained between the base sergeant's rate and the top rate for the next lowest rank as set forth below. Beginning upon execution of this agreement, Captains shall receive compensation based upon a rank differential as set forth below.

<u>Classification</u>	<u>Step</u>	<u>Rate of Pay</u>
Sergeant	Entry	5% above top patrol rate
Sergeant	After 1 year of continuous service as a Sergeant	6% above top patrol rate
Sergeant	After 2 Years of continuous service as a Sergeant	7% above top patrol rate
Base Sergeant rate	After 3 Years of continuous service as a Sergeant	8% above top patrol rate

<u>Classification</u>	<u>Step</u>	<u>Rate of Pay</u>
Captain	Effective the last payroll period in 2013	12% above base rate top sergeant (20% above Base Rate Top Patrolmen)

The wage schedule and rates of pay are attached and appended to the agreement in Appendix A.

Section 2. Pension Pick-up. The City shall provide a pension pick-up beginning the effective date of this Agreement.

Section 3. Service Credit. Each bargaining unit member shall receive, in addition to other pay required under this agreement, an annual service credit payment after his first (1st) year of service, in the amount of two dollars (\$2.00) per pay period (based on 26 pay periods per year) for each one (1) year period of service of employment.

Section 4. Payment of service credit is based on the total years of service. Entitlement to the appropriate annual service credit shall be granted at the first regular pay following the date the member has completed the required years of active service.

For purposes of determining service credit, each bargaining unit member shall receive credit for one (1) year of active service for:

- A. Each year the member has served as a full-time employee with the City of Girard Police Department, measured from the date the employee first worked in that capacity.
- B. Each year the member has served as a part-time employee with the City of Girard Police Department, prorated to the equivalent of full-time service (measured from the date the employee first worked in that capacity).

The Auditor will roll the \$2.00 Service Credit into the employee's base pay. See APPENDIX B on formula to be used.

Section 5. Education Incentive. Each employee hired prior to January 1, 2004, who obtains a degree in law enforcement or any related field shall be entitled to receive an annual bonus based upon the level of degree obtained as follows:

Associate's Degree	\$200.00
Bachelor's Degree	\$300.00
Master's Degree	\$400.00

Section 6. On Call Pay. On or about the first of February of each calendar year, each member of the bargaining unit shall receive one hundred fifty dollars (\$150.00) lump sum for being on call throughout the year. The on call policy shall be established by the Chief of Police in consultation with the Labor Management Committee.

ARTICLE 26
SHIFT DIFFERENTIAL

Section 1. Shift Differential. Employees who work the second shift shall receive an additional thirty cents (\$.30) per hour for all hours actually worked on said shift. Employees who are scheduled to and actually work the third shift shall receive an additional thirty-five (\$.35) per hour for all hours actually worked on said shift.

ARTICLE 27
UNIFORM ALLOWANCE

Section 1. All members of the bargaining unit shall receive an annual uniform allowance during the life of this agreement in the amount of eight hundred (\$800.00):

In addition, leather goods and accessories that are damaged or worn may be replaced at an amount not to exceed \$300/employee during the life of this agreement. Uniforms that are damaged in the line of duty or become worn out not due to the negligence of the employee will be turned in and replaced and not counted toward the yearly allowance.

Section 2. Use of the allowance provided in this article shall be subject to the approval of the Police Chief or Safety Service Director.

Section 3. The Employer shall continue to provide a bullet proof vest of the employee's choice to each employee and shall replace such vests on an as-needed basis in accordance with the manufacturer's recommendations. Any employee not wearing or having said vest readily available while on duty shall be subject to disciplinary action.

ARTICLE 28
MEDICAL INSURANCE

Section 1. Medical Insurance. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, pursuant to the plan set forth in Appendix C or subsequently selected by the insurance committee under section 4. The selected plan offering shall be reduced to writing and appended to the agreement as Appendix C. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Ancillary Coverage. In addition to the benefits referred to in Section 1 above, the City agrees to provide, at no cost to the employee, the following dental and vision benefits:

- A. Maximum coverage for dental of \$2,000.00 annually;
- B. Orthodontic services for minor dependents not to exceed \$1,500.00 per child;
- C. Vision Benefits: Maximum Vision Benefit \$500.00/person
Eye examination, post refractive services, including lenses (single, bifocals, trifocals, lenticular), contact lenses, and frames.

Payment of Benefits:

- Vision examination is limited to one exam per 12-month period.
- Contact lenses are limited to one pair or supply per 12-month period.
- Frames are limited to one set per 12-month period.
- All payments are governed by the master plan document.

Section 3. Contribution Rates /Self-Insurance. The City of Girard and its employees shall contribute the following monthly amounts for single and family coverage under its self-insurance plan.

	City	Employee	Total Contribution
Single Contribution	\$806.38	\$0.00	\$806.38
Family Contribution	\$1,385.00	\$0.00	\$1,385.00

Should the plan costs exceed the total contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Section 4. Carrier Changes. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action.

Section 5. Insurance Committee. The Union agrees that the Employer may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the City bargaining units, one (1) representative of the Mayor, and one (1) representative of the Auditor.

The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 3 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 3 of this article, pass that increase along to the parties.

Section 6. Committee Recommendations. Recommendations of the committee cannot be unilaterally changed by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by November 1 for the following calendar year, the City may unilaterally adjust the benefit levels if required to stay within the costs set forth in Section 3. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information by September 1 of the preceding year for which bids are taken.

Section 7. Flexible Spending Plan. The parties agree to establish a flexible spending plan by which employees may set aside monies on a pre-tax basis to pay for eligible medical expenses. Any monies that are not expended in a given year will be carried over subject to the maximum allowable balance under federal law. The parties agree that in the event that an employee separates from service the remaining monies in his account will be paid to the employee, subject to applicable taxes.

ARTICLE 29
LIFE INSURANCE

Section 1. The City shall provide a term life insurance policy in the amount of thirty-five thousand dollars (\$35,000.00) for each employee.

Section 2. An employee who has been laid off or has exhausted his sick leave shall have his life insurance coverage extended for a period of one hundred eighty (180) days after the effective date of layoff or exhausted sick leave.

Section 3. Any employee on an approved leave of absence shall have the option to continue his life insurance upon payment of the necessary premium as determined by the City Auditor.

Section 4. The City shall provide for any employee, retired or on disability retirement from municipal employment, a life insurance policy in the amount of five thousand dollars (\$5,000.00). Employees retiring after May 1, 2010, shall not be provided life insurance.

ARTICLE 30
HOLIDAYS

Section 1. The following holidays are designated as paid holidays for all bargaining unit members:

- A. First day of January
- B. Third Monday of January
- C. Third Monday of February
- D. Friday preceding Easter
- E. The first Monday preceding the thirtieth day of May
- F. Fourth day of July
- G. First Monday of September
- H. Second Monday of October
- I. The Eleventh day of November
- J. Fourth Thursday of November
- K. Twenty-fifth day of December

Employees shall have the option of being paid in cash for holidays as they occur or taking paid holiday off.

Section 2. Holiday Pay Eligibility. Paid holidays shall be given as requested by the employee with three (3) days advance notice. Employees who are scheduled to work a holiday must actually work the holiday as well as their full scheduled shift before and after the holiday in order to be paid unless on pre-scheduled and pre-approved paid leave or unless an acceptable physician's certificate is provided to the Employer for claimed sickness, illness or injury.

Section 3. Paid Holiday Rate. If an employee works on a paid holiday that is a regularly scheduled day, said employee shall be paid at the rate of one and one-half (1 1/2) times his base hourly rate for each hour worked, plus be entitled to eight (8) hours pay or eight (8) hours off at a

later time of his/her choosing. If an employee works on Christmas Day, said employee shall be paid at the rate of two (2) times his base hourly rate for each hour worked. Holiday pay shall be paid to employees starting with the third (3rd) shift of the day preceding the holiday and end with the employees who have worked the second (2nd) shift of the holiday.

Section 4. Accumulation of Paid Holidays. Employees must take all paid holidays in the year it accrues. Any unused paid holiday may not be carried over into the succeeding year, except upon written approval by the Director of Public Service. Approval for carry over of unused days shall be granted only if the city requested the cancellation of the same or a physician confirmed illness or injury prevented the employee's use of the paid holiday.

ARTICLE 31
VACATIONS

Section 1. Accrual. Vacation eligibility is based on years of continuous full-time service and is calculated in the same manner as Total Seniority, Article 21. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. Employees of the bargaining unit shall accrue vacation according to the following schedules:

<u>Completed Years of Service</u>	<u>Paid Time Off Per Year</u>
1 year but less than 5	80 hours – 2 weeks
5 but less than 10	120 hours – 3 weeks
10 but less than 14	160 hours – 4 weeks
14 but less than 19	200 hours – 5 weeks
19 but less than 30	240 hours – 6 weeks
30 years	280 hours – 7 weeks

Section 2. Scheduling. Requests for vacation are subject to the operational needs of the Employer, but shall not be unreasonably denied. Employees may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service and may be taken at any time during the calendar year.

Section 3. Vacation Carry Over. Employees must use all vacation in the year it accrues and may not be carried forward, except upon the written approval of the Director of Public Service/Safety; however, any cancellation of previously scheduled vacation as a result of sick or injury leave may be carried into the next year.

Vacation that is approved for carry over on a basis other than sickness or injury shall be used within the first quarter of the following year. Vacation that is approved for carry over due to sickness or injury shall be used during the following year unless otherwise agreed to by the City and the employee.

Section 4. Unused Vacation Time. Unused accumulated vacation time prorated to the date of separation will be paid at the time of such separation to any employee who leaves the department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate of a member who dies, prorated to the date of his death. Any member who

transfers to another agency within the City shall also have transferred to his credit any unused accumulated time.

Section 5. Vacation Pay Rate. Vacation pay shall be computed at the appropriate rate earned by the member at the time the vacation is actually taken.

Section 6. Prior Accumulation. Unused vacation time accumulated prior to the effective date of this Agreement shall be retained and taken at such times and in such amount as provided in this Agreement.

ARTICLE 32 **SICK LEAVE**

Section 1. Usage. Employees may use sick leave, upon approval by the Employer, whose approval shall not be unreasonably withheld, for the following reasons:

1. Illness or injury to the employee;
2. Exposure by the employee to contagious disease communicable to other employees;
3. Serious illness, injury or death in the employee's immediate family;
4. Examination by a licensed practitioner of the employee or the employee's immediate family.

Section 2. Accrual. All bargaining unit members shall earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service, one hundred twenty (120) hours annually. Unused sick leave shall be cumulative without limit and be charged to a member in minimum increments of one (1) hour.

Section 3. Immediate Family Defined. The immediate family shall be defined to include: spouse, children, parent-in-law, grandparent, grandchildren, son-in-law, daughter-in-law, and parent; provided, however, that the foregoing definition shall include brother-in-law, sister-in-law, aunt and uncle where such individual resides with the employee.

Section 4. Patterned Absence/Excessive Use. Employees who use excessive amounts of sick leave or who develop a pattern of use may not be paid and/or may be subject to appropriate disciplinary action.

Section 5. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the employee was examined and the date and time of such examination. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

Section 6. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will schedule a mutually agreeable time to meet and discuss possible alternatives and/or accommodations. Pending the meeting, the employee will be placed on paid administrative leave. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation.

Section 7. Retirement/Separation Conversion. An employee of the City of Girard who retires under the Public Employees Retirement fund or the Police and Fireman's Disability and Pension Fund with ten (10) years of service shall, upon application, be paid a one-time bonus calculated upon his accrued but unused sick leave as follows:

A payment of not less than the value of the employee's accrued but unused sick leave to a maximum of nine hundred sixty (960).

The application for conversion payment must be made in writing and signed by the employee at his time of retirement. The conversion will be disbursed to the employee no later than thirty (30) days after the employee's retirement date. Payment shall be based upon the employee's hourly rate at the time of retirement. In the event a permanent full-time employee dies, his estate shall be entitled to be paid such unused accrued sick leave credit up to the maximum provided in this article.

An employee who voluntarily separates from City service after ten (10) or more years of continuous service shall be entitled to a one time bonus as follows:

Payment of not less than twenty-five percent (25%) of the value of the employee's accrued but unused sick leave to a maximum of five hundred (500) hours.

ARTICLE 33 **MILITARY LEAVE**

Section 1. Military Leave. Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off with pay when ordered to military training exercises not to exceed thirty-one (31) days per year. Military leave pay shall be the difference between the employee's regular pay and service pay.

An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States or any branch thereof. Such leave shall last only during the initial enlistment or

induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within thirty-one (31) days of his discharge from military service, the City shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The City may require that the employee establish that his physical and mental health have not been impaired so as to render him incompetent to perform the duties of his position.

ARTICLE 34
LEAVE WITHOUT PAY

Section 1. Leave Without Pay. An employee who is unable to work due to sickness, illness, or injury, and who has exhausted all available paid leave time, shall be granted leave without pay for up to one (1) year if the leave is requested in writing. Any member granted leave as set forth herein without pay shall be reinstated at his former rank without loss of seniority, accrued to the date leave without pay was taken, if physically and mentally competent to perform his duties. Requests for such leave shall not be unreasonably denied.

ARTICLE 35
PENSION

Section 1. The City shall continue in full force and effect the pension and disability program through the Police and Firemen's Disability and Pension Fund.

ARTICLE 36
BEREAVEMENT LEAVE

Section 1. Amount. When a death occurs in the immediate family of an employee, he shall be granted up to four (4) consecutive days of leave with pay. If extenuating circumstances prevail or the deceased member of the immediate family lived more than two hundred (200) miles from the employee, then additional days may be granted and shall be charged against the employee's accumulated sick leave, compensatory time or personal days, or if none of these available, then the time will be unpaid.

Section 2. Substitution of Bereavement Leave. In the event the employee is on vacation and it becomes necessary to attend the funeral of a member of his immediate family, his vacation schedule shall be extended by the number of days he is eligible for bereavement leave under this section or vacation shall be canceled and replaced by bereavement leave, at the option of the employee, provided that the Chief is notified as soon as is reasonable under the circumstances.

ARTICLE 37
PERSONAL LEAVE

Section 1. All employees shall, in addition to all other leave benefits, be granted four (4) personal leave days each year.

Section 2. Personal days shall only be taken with the advance approval of the Chief of Police or his designee.

ARTICLE 38
INJURY ON DUTY

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed one hundred eighty (180) calendar days. An employee injured under this provision shall be paid for the remainder of the day without being charged to leave of any kind.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification (i.e., complete an injury report within ten (10) calendar days of the injury unless the employee is incapacitated wherein the employee must apply as soon as possible) and apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability by the BWC, an employee shall receive IOD payments and not be required to use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. If the claim for medical benefits by the Bureau of Workers' Compensation is denied, the employee will be required to substitute paid leave to cover the time it took for the claim to be initially determined as compensable.

Should a claim be denied at any time by the BWC, the Employer's obligation to provide such payment(s) shall be terminated and the employee shall reimburse the Employer for payments already received.

Section 3. Medical Examination/Transitional Work. After an initial ninety (90) days, each employee who is absent from duty pursuant to this article and every thirty (30) days thereafter, shall submit to an examination by a physician selected by the City and paid for by the City. The scope of such examination shall be limited to the extent of the injury or disability by which this article is invoked, and whether or not the employee would be capable of returning to work in a transitional/light duty capacity. If an employee on injury leave is capable of performing light duties, the City may reasonably require that the employee return to work from injury and perform such light tasks.

Section 4. An employee incapable of returning to work beyond the one hundred eighty (180) day IOD period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation.

Additionally, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available.

Section 5. Light Duty after IOD Period. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at eighty percent (80%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the

Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the one hundred eighty (180) day period.

Section 6. Health Benefits during IOD Period. During the IOD period, the employee shall continue to receive Employer sponsored medical and health insurance benefits.

ARTICLE 39 **JURY DUTY LEAVE**

Section 1. Any employee who is called for jury duty, either federal, county or municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in this article.

Section 2. Employees are not entitled to court pay from the City for court appearances during their scheduled working hours which is related to an employee's own personal criminal or civil matters. Employees must use accumulated vacation, personal days, or leave without pay for such purposes.

ARTICLE 40 **ATTENDANCE INCENTIVE PROGRAM**

Section 1. Holiday Sell-Back. Any full-time employee, who after the completion of six (6) years of service maintains at least the following percentage of his earned sick leave, shall be eligible to sell back annual holiday time as follows:

- Six (6) but less than twelve (12) years of service: employee maintaining eighty percent (80%) of his earned sick leave may sell back eighty-eight (88) hours of holiday time;
- Twelve (12) but less than nineteen (19) years of service: employee maintaining seventy-eight percent (78%) of his earned sick leave may sell back eighty-eight (88) hours of holiday time;
- Nineteen (19) but less than twenty-three (23) years of service: employee maintaining seventy-four percent (74%) of his earned sick leave may sell back eighty-eight (88) hours of holiday time;
- Twenty-three (23) or more years of service: employee maintaining seventy percent (70%) of his earned sick leave may sell back eighty-eight (88) hours of holiday time

Section 2. Vacation Sell-Back. Any full-time employee who, after completion of five (5) years of service maintains at least the following percentage of his earned sick leave, shall be eligible to sell back vacation as follows:

- Five (5) but less than ten (10) years of service: employee maintaining eighty percent (80%) of his earned sick leave may sell back one (1) week of vacation (40 hours);

- Ten (10) but less than fourteen (14) years of service: employee maintaining seventy-eight percent (78%) of his earned sick leave may sell back two (2) weeks of vacation (80 hours);
- Fourteen (14) but less than nineteen (19) years of service: employee maintaining seventy-six percent (76%) of his earned sick leave may sell back three (3) weeks of vacation (120 hours);
- Nineteen (19) but less than twenty-three (23) years of service: employee maintaining seventy-four percent (74%) of his earned sick leave may sell back four (4) weeks of vacation (160 hours); and,
- Twenty-three (23) or more years of service: employee maintaining seventy percent (70%) of his earned sick leave may sell back five (5) weeks of vacation (200 hours).

Section 3. Sick Leave Sell-Back. In addition to the program above, an employee with twenty-three (23) or more years of service maintaining seventy percent (70%) of his earned sick leave may elect to sell back one hundred twenty (120) hours of sick leave earned during the previous year for a three (3) year period. The maximum sell back of sick leave shall not exceed three hundred sixty (360) hours.

Section 4. Procedure. If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much holiday time, vacation and/or sick leave time, if any, he desires to sell back. The holiday time, vacation, and/or sick leave sold back to the Employer shall be that which is earned during the coming year (i.e., year after notification is given) and paid to the employee in that year or by January 30 of the following year. Employees electing to partake in any aspect of the above attendance incentive program shall not be eligible for the sick leave conversion payment in Article 32.

Section 5. Any full-time employee who, during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 1 through 3. It is within the Appointing Authority's discretion as to whether or not to grant such a waiver; however, all sick leave used in connection with a FMLA qualifying condition shall not be considered for purposes of eligibility.

ARTICLE 41 **DRUG SCREENING**

Section 1. Bargaining unit members acknowledge that they occupy safety sensitive positions, and as such, they may be subject to drug screening or testing on a random basis. Individualized drug screening or testing shall be conducted upon the finding of reasonable suspicion. The substances being tested for, positive test levels, and confirmatory test levels are listed in Appendix D.

Section 2. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists. The procedures utilized

by the testing lab shall correspond to accepted medical practice. Any positive results shall be confirmed by a mass spectroscopy procedure.

Section 3. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited the College of American Pathologists. The employee may have a second confirmatory test done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test.

- A. If all the screening and confirmatory tests are positive, the City shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered by the employees' health insurance plan, subject to coverage limitations of the plan.
- B. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.
- C. Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting upon return to his position for a period of one (1) year from the date of this return.
- D. Any employee in the above-mentioned rehabilitation program will not lose any seniority or previously accrued benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- E. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action.
- F. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.

Section 4. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this article. The release referred to in this section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the Employer.

ARTICLE 42
BULLETIN BOARD

Section 1. The OPBA will be allowed one (1) bulletin board for official OPBA notices. The bulletin board will be located on the Police Station premises.

ARTICLE 43
MINIMUM MANNING

Section 1. Shift Staffing. The City agrees that in the interest of providing maximum service to the community and safety to its employees, that each scheduled shift shall be staffed with no less than two (2) officers, including captains, deployed on road patrol.

ARTICLE 44
TRAINING

Section 1. Each employee shall be entitled to attend training when such training is requested by the employee and approved by the Safety Director.

ARTICLE 45
SEVERABILITY

Section 1. This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 46
SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of the other party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 47
DURATION OF AGREEMENT

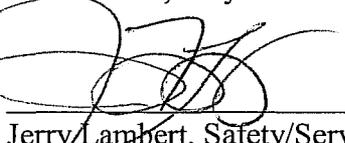
Section 1. This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective upon execution, and shall remain in full force and effect until December 31, 2016. If either party desires to make any changes in the Agreement for a period after expiration notice of such a desire shall be given no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of this Agreement.

EXECUTED THIS 28 Day of February, 2014.

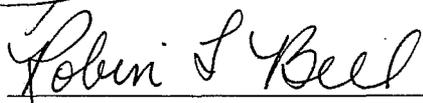
For the City of Girard



James Melfi, Mayor



Jerry Lambert, Safety/Service Director

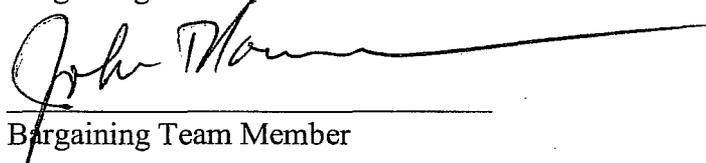


Robin L. Bell, Chief Negotiator
Clemans, Nelson & Associates, Inc.

For the OPBA



Bargaining Team Member



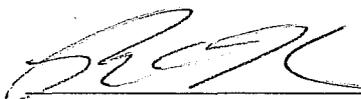
Bargaining Team Member

Bargaining Team Member



Jeff Perry, OPBA Business Agent

Approved as to Form:



Brian Kren, Director of Law

**APPENDIX A
WAGE SCHEDULE**

Effective – December 31, 2013

	Base Rate Top Patrol is \$22.0857	
Classification- Sergeant		Hourly
Entry Rate	5% of Base Rate of Top Patrolmen	\$23.1598
After 1 year in Rank	6% of Base Rate of Top Patrolmen	\$23.4108
After 2 years in Rank	7% of Base Rate of Top Patrolmen	\$23.6316
After 3 years in Rank (Base Rate)	8% of Base Rate of Top Patrolmen	\$23.8525
Classification- Captain Effective 12/1/2013	12 % higher than Base Rate of Sergeant (20% above Base Rate of Top Patrolmen)	\$26.5028

Effective – January 1, 2014

	Base Rate Top Patrol is \$22.3357	
Classification- Sergeant		Hourly
Sergeant Entry Rate	5% of Base Rate of Top Patrolmen	\$23.4524
After 1 year in Rank	6% of Base Rate of Top Patrolmen	\$23.6758
After 2 years in Rank	7% of Base Rate of Top Patrolmen	\$23.8991
After 3 years in Rank (Base Rate of Sergeant))	8% of Base Rate of Top Patrolmen	\$24.1225
Classification- Captain	12 % higher than Base Rate of Sergeant (20% above Base Rate of Top Patrolmen)	26.8028

Effective – January 1, 2015

	Base Rate Top Patrol is \$22.5857	
Classification- Sergeant		Hourly
Sergeant Entry Rate	5% above Base Rate of Top Patrolmen	\$23.7149
After 1 year in Rank	6% above Base Rate of Top Patrolmen	\$23.9408
After 2 years in Rank	7% above Base Rate of Top Patrolmen	\$24.1666
After 3 years in Rank (Base Rate of Sergeant))	8% above Base Rate of Top Patrolmen	\$24.3925
Classification- Captain	12 % higher than Base Rate of Sergeant (20% above Base Rate of Top Patrolmen)	\$27.1028

APPENDIX B
FORMULA TO PAY LONGEVITY

The present procedure for paying longevity is: \$2.00 per year of service, which is paid on a biweekly basis with each payroll. This payment is made in the form of a flat amount which is added to the biweekly pay regardless of the number of hours worked in the pay period.

The recommended and accepted change is to pay longevity on an hourly basis. To accomplish the same amount, which is presently \$2.00 per year of service, the formula is 0.025 times years of service added to the base hourly rate.

The single intent of this recommendation is to pay longevity based on an hourly rate. When raises are calculated, the raise will be calculated against the base hourly rate, not the base hourly plus longevity.

All overtime hours worked will be paid at the higher hourly rate, which is base rate plus longevity. All severance checks issued will be paid at the higher hourly rate, which is base rate plus longevity.

**APPENDIX C
INSURANCE BENEFITS SCHEDULE**

	Network	Non-Network
Individual Deductible	\$500	\$1,000
Family Deductible	\$1,000	\$2,000
Individual Out-of-Pocket Maximum	\$1,000	\$2,000
Family Out-of-Pocket Maximum	\$2,000	\$4,000
Type of Service	Network	Non-Network
Accident Emergency Treatment	100% after \$75 co-pay Co-pay waived if admitted	
Allergy Injections	80% after deductible	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Ambulance	80% after deductible	
Anesthesia	80% after deductible	60% after deductible
Assistant Surgeon	80% after deductible	60% after deductible
Diagnostic Lab, X-Ray, and Pathology	80% after deductible	60% after deductible
Dialysis	80% after deductible	60% after deductible
Primary Care Physician Office Visits	100% after \$15 co-pay	60% after deductible
Specialist Physician Office Visits	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home HealthCare	80% after deductible	60% after deductible
Home Private Duty Nursing	80% after deductible	60% after deductible
Hospice Care – Outpatient 120 day Lifetime max combined with Inpatient	80% after deductible	60% after deductible
Hospice Care – Inpatient	80% after deductible	60% after deductible
Inpatient Hospital Room and Board (Semi-Private)	80% after deductible	60% after deductible
In Hospital Miscellaneous Charges	80% after deductible	60% after deductible
Intensive Care/Cardiac Care	80% after deductible	60% after deductible
In Hospital Physician Consultations	80% after deductible	60% after deductible
Inpatient Mental & Nervous 30 day calendar year maximum	80% after deductible	60% after deductible
Inpatient Alcoholism and Drug Abuse 30 day calendar year maximum \$50,000 lifetime maximum	80% after deductible	60% after deductible
Inpatient Rehabilitation Facility	80% after deductible	60% after deductible
Mammograms (routine and/or medical) 1 per calendar year -- \$85 maximum	80% after deductible	60% after deductible
Maternity Services (Maternity for dependent children not covered)	80% after deductible	60% after deductible
Medical Emergency Treatment	100% after \$75 co-pay; co-pay waived if admitted	
Mammograms (routine and/or medical) 1 per calendar year -- \$85 maximum	80% after deductible	60% after deductible
Maternity Services (Maternity for dependent children not covered)	80% after deductible	60% after deductible
Medical Emergency Treatment	100% after \$75 co-pay; co-pay waived if admitted	

APPENDIX C
INSURANCE BENEFITS SCHEDULE (Continued)

	Network	Non-Network
Medical Supplies	80% after deductible	60% after deductible
Organ Transplant	80% after deductible	60% after deductible
Acquisition of Human Donor Organ	80% after deductible	60% after deductible
Transportation of Covered Person to nearest Transplant Center	80% after deductible	60% after deductible
Orthotics	80% after deductible	60% after deductible
Outpatient Hospital Services	80% after deductible	60% after deductible
Outpatient Mental & Nervous 20 visit calendar year maximum	80% after deductible	60% after deductible
Outpatient Alcoholism & Drug Abuse 20 visit calendar year maximum \$50,000 Lifetime maximum	80% after deductible	60% after deductible
Outpatient Surgical Facility	80% after deductible	60% after deductible
Outpatient Professional Surgical	80% after deductible	60% after deductible
Pre-Admission Testing	80% after deductible	60% after deductible
Physical and Speech Therapy 60 visit calendar year maximum	80% after deductible	60% after deductible
Radiotherapy/Chemotherapy	80% after deductible	60% after deductible
Routine Exams (Immunizations covered are tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine)	100% after \$15 co-pay	60% after deductible
Routine Nursery Care	80% after deductible	60% after deductible
Routine Pap Smear 1 per calendar year	80% after deductible	60% after deductible
Routine Hearing Exam 1 per calendar year	80% after deductible	60% after deductible
Skilled Nursing Care 100 day calendar year maximum	80% after deductible	60% after deductible
Second Surgical Opinion	80% after deductible	60% after deductible
Urgent Care	100% after \$35 co-pay	60% after deductible
Voluntary Sterilization	80% after deductible	60% after deductible
Well Child Care Ages Birth – 9 (including routine immunizations) \$500 calendar year maximum	100% after \$15 co-pay	60% after deductible
Lifetime Maximum	\$1,000,000	
Prescription Drug Benefit	Retail (30 day supply): \$10 Generic/\$20 Brand Formulary/\$30 Brand Non- Formulary Mail Order (90-day supply): \$20 Generic/\$40 Brand Formulary/ \$60 Brand Non- Formulary	

**APPENDIX D
DRUG TESTING SUBSTANCES/LEVELS**

	Drug Class	Screening Test Level	Confirmation Test Level	Confirmation Method
1.	Amphetamines	1000 ng/mL	500 ng/mL	GC/MS
2.	Barbiturates	300 ng/mL	300 ng/mL	GC/MS
3.	Benzodiazepines	300 ng/mL	300 ng/mL	GC/MS
4.	Cocaine metabolites	300 ng/mL	150 ng/mL	GC/MS
5.	Marijuana metabolites	50 ng/mL	15 ng/mL	GC/MS
6.	Methadone	300 ng/mL	300 ng/mL	GC/MS
7.	Opiates	2000 ng/mL	2000 ng/mL	GC/MS
8.	Phencyclidine	25 ng/mL	25 ng/mL	GC/MS
9.	Propoxyphene	300 ng/mL	300 ng/mL	GC/MS

SIDE LETTER #1
PRIOR SERVICE CREDIT/VACATIONS

Section 1. The parties agree that bargaining unit members, employed as of January 1, 2007, shall not be affected by the contractual language requiring that vacation service credit be calculated in the same manner as total seniority under the parties' Agreement. Bargaining unit members employed as of January 1, 2007, shall continue to have their vacation service credit include periods of service as per R.C. 9.44.

SIDE LETTER #2
CALL-OUT PROCEDURE

Section 1. The parties acknowledge and agree that the Employer has and retains the right to determine the necessity for overtime under the parties' agreement. The parties have agreed, however, that in certain minimum manning situations, the Employer shall offer minimum manning overtime to bargaining unit members prior to calling in a patrolman to meet minimum manning for the shift.

Section 2. A captain or a sergeant will be offered the overtime opportunity, prior to calling in a patrolman, in the following minimum manning situations:

1. When two (2) patrolman are on shift, and a dispatcher is not available, thereby leaving the desk to be covered by a patrolman; or
2. When one (1) patrolman and one (1) dispatcher are on shift, and a patrolman would have to be called in to cover the shift to meet minimum staffing, necessitating captain's or sergeant's rate out of class pay.

Section 3. For all other situations not listed above, including but not limited to the following situations: (1) where the Employer is able to meet minimum staffing requirements by covering the desk with a dispatcher; (2) where there are already sufficient patrol personnel on duty to both cover the desk through assignment and put two (2) officers out on patrol; (3) where a captain is already working the turn and the turn is shorted by absence of a patrolman or dispatcher, the Employer shall determine when overtime is necessary and fill it appropriately.

SIDE LETTER #3
REDUCTION IN FORCE

Section 1. During the term of this Agreement, the Employer agrees that should a reduction in force become necessary within its sworn police force, the Employer shall not layoff any employees occupying the rank of captain as of September 1, 2007, until it has first reduced all personnel in the rank of patrolman.

SIDE LETTER #4
CREATION OF SERGEANT'S CLASSIFICATION
AND ABOLISHMENT OF CAPTAIN'S POSITIONS

Section 1. This side letter addresses the parties' discussions regarding the creation of the classification of Sergeant and the abolishment of Captain's positions within the police department. This agreement deals exclusively with an attrition plan for captains' positions and the placement of the Sergeant's classification in the bargaining unit. It does not deal with the size, composition, and manning in the police force which is preserved to the City of Girard. Any restrictions contained in this side letter shall expire and be removed from this Agreement once the complement of two (2) captains and four (4) sergeants has been reached.

Section 2. The City of Girard and the Ohio Patrolmen's Benevolent Association hereby agree that once the position of Sergeant is created by action of the City Council, the classification shall be properly placed within the bargaining unit that currently is entitled the "Captain's Unit." The parties agree that a Joint Petition to Amend the Bargaining Union shall be filed with the State Employment Relations Board to reflect the agreement to add the classification of Sergeant to the bargaining unit and to retitle the bargaining unit as the "Supervisors" unit.

Section 3. Attrition. The parties further agree that reductions in force (i.e., layoffs or job abolishment) in the rank of Captain in the City of Girard Police Department shall occur by attrition until such time as two (2) Captains positions exist. During this time, any vacancy that occurs in the rank of Captain within the Girard Police Department shall be deemed abolished by attrition upon the permanent departure of the incumbent. For each Captain position abolished by attrition, the City agrees to add a Sergeant position until such time as the complement of two (2) captains and four (4) sergeants is established. The parties specifically waive the provisions of O.R.C. 124.321 through 124.328, 124.37, and 124.44 with respect to the abolishment by attrition of the Captains' positions.

Section 4. Current Vacancy. The parties agree that to the extent that the City may be required to fill a position of Captain that is vacant as of the date of this Agreement, the parties agree that the affected position will be filled, the promoted individual will be provided with one day's notice of abolishment, will be paid a single day of pay at the appropriate rate of pay, and then will be demoted back to his former position. The parties specifically waive the provisions of O.R.C. 124.321 through 124.328, 124.37, and 124.44 and the provisions of Article 18 of this Agreement with respect to the procedure in Section 4.

SIDE LETTER #5
INSURANCE COVERAGE & EMPLOYEE CONTRIBUTIONS

Section 1. Employee Contributions. For the term of this agreement (January 1, 2014 through December 31, 2016) bargaining unit members shall not be required to contribute to the cost of insurance coverage.

Section 2. Insurance Coverage. For the duration of this agreement, the Employer agrees to continue the same insurance coverage as is set forth in Exhibit 1 to this Memorandum of Understanding, or as otherwise selected by the Insurance Committee.

Section 3. Other Insurance Provisions. All other provisions contained in Article 28, Insurance, except for the employee contribution to the base amount, referenced in Section 1 of this Memorandum, and the applicable plan, referenced in Section 3 of this Memorandum, shall continue to apply.

Section 4. Expiration of MOU. Effective January 1, 2017, bargaining members shall receive benefits according to Article 28 of the Agreement or as otherwise modified by the Insurance Committee. At that time this modification of Article 28 shall cease to exist and all terms and conditions of the parties' Agreement shall then apply.

SIDE LETTER #6
ADVANCEMENT TO TOP RATE

All employees in the position of Sergeant as of the effective date of this Agreement, who are receiving less than the top rate of pay shall move to the next step in the wage schedule upon effective date of the agreement. Thereafter, any further step increase shall be awarded effective January 1 of subsequent years.

